

## Viera East CDD Workshop Meeting

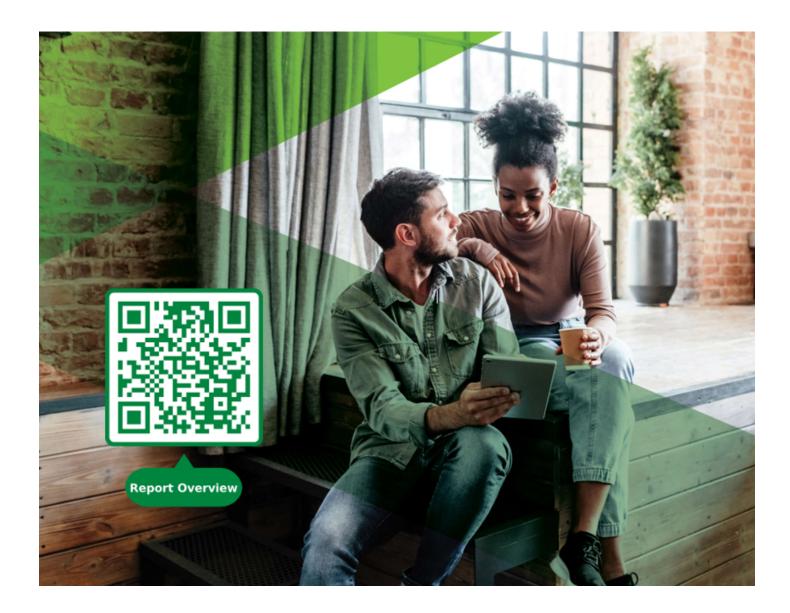
Thursday March 14, 2024 7:00 p.m. Faith Lutheran Church 5550 Faith Drive Viera, Florida

- 1. Roll Call
- 2. Review of Reserve Study Proposals
- 3. District Manager's Report
- 4. General Manager's Report
- 5. Restaurant Report
- 6. Lifestyle/ Marketing Report
- 7. Supervisor's Requests
- 8. Adjournment



# Property Wellness Reserve Study Program Proposal Level II Reserve Study

Viera East Community Development District Rockledge, FL Reserve Advisors, LLC 201 E. Kennedy Boulevard, Suite 1150 Tampa, FL 33602 (800) 980-9881 reserveadvisors.com



## **Reserve Advisors**

### Your Property Wellness Consultants



### Our Property Wellness Reserve Study Program

Your home is the most expensive personal property you will ever own. The responsibility for preserving its value reaches beyond your home to include the spaces you share with your neighbors. Structures, systems, streets and amenities must be maintained to protect the value of your investment. But the required responsibility often stretches beyond individual knowledge and expertise. That's why associations turn to Reserve Advisors. As your property wellness consultants, our reserve study helps associations understand their assets, expected lifespans, and both the budgets and maintenance needed to keep them in great working order.



## A Proactive Property Wellness Program

Our engineers provide a thorough evaluation of your property and shared assets, and create a strong, informed plan to maximize your community's physical and financial wellness for the long haul. Because proactive care ensures that your shared property is cared for the way you would care for your home. We have been helping communities thrive for over 30 years. But the job we are obsessed with is making sure you and your neighbors have what you need to protect your property today, and prevent costly and avoidable repairs tomorrow. It is the best way to care for the place that makes you feel welcome, safe, secure and proud.



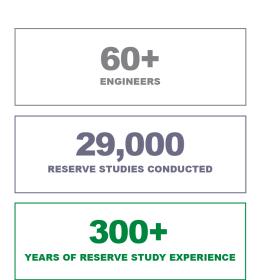


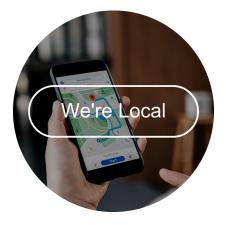


## Helping Communities Thrive for Over 30 Years

Reserve Advisors has prepared over 29,000 reserve studies for common interest realty associations nationwide. Our service area is one of the largest in the industry.

Through the leadership of our founders, John Poehlmann and Theodore Salgado, we helped pioneer the standards that all reserve study providers are measured by today. This success comes from our independence, extensive knowledge and experience. We pride ourselves on delivering unbiased recommendations that give community associations the plans they need to ensure the future well-being of their property.





### **Local Conditions**

Drawing upon our broad national experience, we recognize the profound impact local conditions have on the wear and tear of common property and subsequent replacement needs.

### **Local Costs**

Our exclusive database of client project costs grants you real-time access to localized pricing, ensuring that your reserve study projections are not reliant on standardized costs.

# Level II Reserve Study Update With Site-Visit

	LEVEL I	LEVEL II	LEVEL III
ADVISORS	FULL RESERVE STUDY	RESERVE STUDY UPDATE WITH SITE-VISIT	RESERVE STUDY WITHOUT SITE-VISIT
Long-term thinking. Everyday commitment.			
		RESERVE STUDY PROCESS	
ONSITE VISUAL INSPECTION	$\bigotimes$	$\bigotimes$	
PRE-INSPECTION MEETING	$\bigotimes$	Ø	
COMPONENT INVENTORY PLUS COMPONENT QUANTITIES & MEASUREMENTS	Established	Re-Assessed/Evaluated	Reflects prior study
CONDITION ASSESSMENTS	Based on visual observation	Based on visual observation	As reported by association
USEFUL LIFE ESTIMATES	Based on engineer's condition assessment	Based on engineer's condition assessment	Based on client's reported condition
VALUATION/COST ESTIMATES VIA PROPRIETARY BID DATABASE	Established for each reserve component	Re-evaluated for each reserve component	Re-evaluated for each reserve component
		KEY DELIVERABLES	
MEETS AND EXCEEDS CAI'S NATIONAL RESERVE STUDY STANDARDS	Q	Ø	Ø
PRIORITIZED LIST OF CAPITAL EXPENDITURES	Ø	Ø	Ø
CUSTOMIZED RECOMMENDED FUNDING PLAN(S)	Ø	Ø	Ø
RECOMMENDED PREVENTATIVE MAINTENANCE ACTIVITIES	Ø	Ø	
INCLUSION OF LONG-LIVED ASSETS	$\bigotimes$	Ø	Ø
ELECTRONIC REPORT	Comprehensive report with component detail	Comprehensive report with component detail	Executive summary overview
EXCEL SPREADSHEETS	$\bigotimes$	$\bigotimes$	$\bigotimes$
SUPPORT WITH IMPLEMENTATION OF REPORT	$\bigotimes$	Ø	Ø
COMPLIMENTARY REPORT REVISION	Ø	Ø	
UNCONDITIONAL POST-STUDY SUPPORT AT NO ADDITIONAL COST INCLUDING REPORT PRESENTATION	Ø	Ø	Ø

With historical knowledge of your property, we are proposing a Level II Reserve Study Update with Site Visit. The process closely aligns with the comprehensive Level I Reserve Study previously conducted. We reassess and verify the component inventory and quantities. Moreover, our dedicated reserve specialist will conduct a thorough visual inspection, evaluate the rate of deterioration between studies and re-evaluate the remaining useful lives of every component, considering the current conditions and projected replacement costs in the prevailing economic climate. This is the most economical approach to ensuring your community's reserve funding outlook remains aligned with the financial demands of preserving its common property.

# Property Wellness Reserve Study Program - Level II

**Reserve Advisors will perform a Level II Reserve Study** in accordance with Community Associations Institute (CAI) National Reserve Study Standards. Your reserve study is comprised of the following:

**Physical Analysis:** If applicable, the reserve study consultant will update the list of reserve components to reflect any changes to the property since the previous reserve study. We will conduct a new condition assessment or physical evaluation for each reserve component and the current condition of each will be documented with photographs. We will update life and valuation estimates to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

**Financial Analysis:** The reserve study consultant will identify the current reserve fund status in terms of cash value and prepare a customized funding plan. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

### **Property Description**

Viera East Community Development District comprises 5000 units. We've identified and will include the following reserve components:

Clubhouse(s), Pond(s), Playground(s), Access Drives, Parking Areas and/or Driveways, Sidewalks, Walking Paths, Irrigation System, Dock,, and other property specifically identified that you'd like us to include.

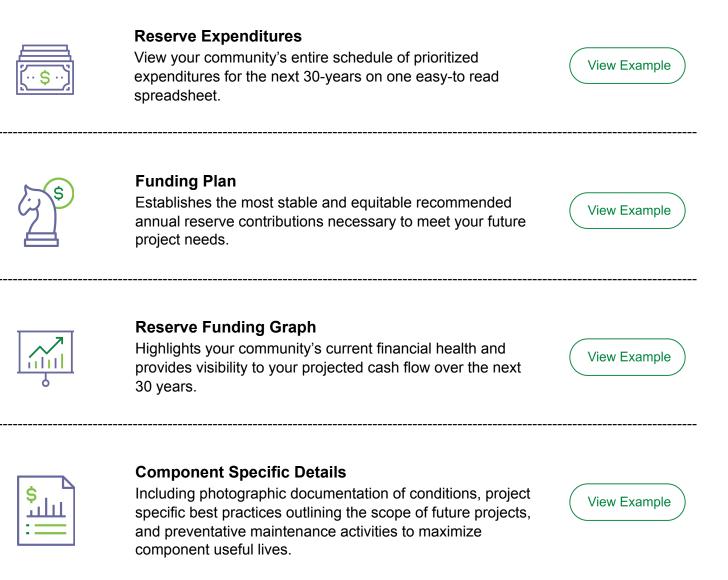
Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.

# Key Elements of Your Level II

## Property Wellness Reserve Study Program

### Reserve Advisors' Exclusive Tools

Reserve Advisors' exclusive tools allow you to make informed decisions to maintain your association's long-term physical and financial health.





### **Excel Spreadsheets**

Empowering you to make more informed decisions by adjusting project schedules, future costs, and annual contributions in real time.

## For Confidence in All Decisions



### **Personalized Experience Guarantee**

As your trusted advisor, we are committed to providing clarity on the true cost of property ownership through a comprehensive reserve study solution and unmatched advisory services. If the experience we provide fails to live up to your expectations, contact us at any time for a refund.



Your property is your biggest investment. Here's why our solution is the best for your community:



### Full Engagement

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds expectations.

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### **Detailed Understanding**

We will do whatever it takes to ensure you have complete confidence in interpreting and putting into practice our findings and recommendations.



### **Ongoing Support**

Unlike other firms, we provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

## The Time to Protect Your Property's Long-Term Health is Now

This proposal, dated 02 / 26 / 2024, for a **Level II Property Wellness Reserve Study**, is valid for 90 days.

### To Start Your Property Wellness Level II Reserve Study Program Today:

### 1. Select the service options below to confirm scope of engagement

Service			Price
Reserve Study Update With Site Visit (Level II) This service includes a pre-project meeting with our engineer to discuss your unique needs			\$9,750.00
and priorities, as well as any pro- receive: 1) a PDF report with 30 spreadsheet with formulas, and study and ongoing guidance.	-year expenditure and funding	plan tables, 2) Excel	
		Total	\$9,750.00
2. E-sign below			
Signature:		Title:	
Name:		Date:	
For: Viera East Communi	ty Development District	Ref: 081121	
3. Pay \$4,875.00 Retainer via mail or ACH	Mailing Address Reserve Advisors, LLC PO Box 88955 Milwaukee, WI 53288-8926	at time of payment Checking Account Numb Routing Number: 075905 Financial Institution: Firs	787

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, dated 02 / 26 / 2024, is valid for 90 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument. One complimentary hard copy report is available upon request.

# **Professional Service Conditions**

**Our Services** - Reserve Advisors, LLC ("RA" or "us" or "we") performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property's energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the "Report") are based upon a "snapshot in time" at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property's conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA's willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an "RA Party") harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys' fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA'S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

# **Professional Service Conditions - Continued**

**Report** - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

**Use of Our Report** - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

**Payment Terms, Due Dates and Interest Charges** - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

**Miscellaneous** – Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.



# Your property's future starts with **A Reserve Study Today.**

We prepare conservative reserve studies so you can make informed decisions on setting aside the financial resources to maintain your property the way you want over time.

# **Reserve Study Proposal** Viera East Community Development District February 12, 2024

Proposal Number: 24.02.12.038



# Thank You.



### THANK YOU FOR YOUR TRUST

February 12, 2024

Viera East Community Development District C/O Jason M. Showe, Senior District Manager Governmental Management Services, Central Florida 219 E. Livingston St. Orlando, FL 32801

Dear Mr. Showe:

We are pleased to submit this reserve study proposal for Viera East Community Development District (the "Association") to you.

Our mission is to provide you with a conservative reserve study, giving you the best opportunity to set aside the financial resources needed to maintain your property's appearance and value over time.

We want you to feel comfortable and confident in the quality of our work. That is why we show you our sample report before you even consider doing business with us. We recommend that you review this because we prefer to lose your business than provide you with services that do not meet your objectives.

We always ask for more time than we think we need in our proposals because we prefer that you be pleasantly surprised when we deliver early rather than being disappointed if we were to be late.

Sound fair and reasonable?

Sincerely,

1enn 1mdall

Glenn M. Tyndall, Jr., CPA, CEO and Founder



### **EXECUTIVE SUMMARY**

### Introduction

A reserve study is a capital budgeting tool that is designed to establish a funding plan to offset the deterioration of a property that happens over time.

### Objective

Our mission is to prepare conservative reserve studies so you can make informed decisions on setting aside the financial resources to maintain your property the way you want over time.

### Methodology

A reserve study may include:

- An onsite visit with a non-invasive, visual inspection only.
- Representative sampling of components to take their counts and measurements.
- A photographic inventory of components.
- A financial analysis that includes a funding plan.

A reserve study does not include:

- A guarantee that no special assessments will be required in the future.
- A reserve study does not include any invasive testing.
- Design, build, engineering, or architectural services.
- Recommendations on repairs to be done or 3<sup>rd</sup> party contractors to be used.

#### Findings

Our findings will be presented in a reserve study report, and we try to be conservative in our estimates. We will provide a sample report for the services requested before you even consider doing business with us. We strongly recommend reviewing this sample report to ensure our report will meet your needs and objectives before you engage us for services. We prefer to lose your business rather than deliver you a service that you do not need or that you will not be 100% satisfied with.

#### Recommendations

We will give you our opinion on funding, although our opinion is one of many. Therefore, when possible, we will incorporate the changes requested by management or the Board as it's your study and you should have the peace of mind to know that we will incorporate your goals into the study when possible.

### Conclusions

We are available for a complimentary consultation upon request, so you have the opportunity to evaluate our competency before doing business with us. We try to give you the information you need to make an informed decision before working with us.

# When Needed.



### **OUR COMPANY STORY**

Reserve Study Institute, LLC is an independently owned reserve study company serving the southeast, including Florida, Georgia, South Carolina, and Alabama. Reserve Study Institute was founded by Glenn M. Tyndall, Jr., after receiving many inquiries in his accounting practice to help read and prepare reserve studies for community associations. Clients reported difficulty reading and understanding the reserve study reports received, so Mr. Tyndall set out to create a reserve study report that was intuitive and easy to understand. He then teamed up with individuals with construction-industry experience and together the team began providing clients with reserve studies.

### **Experience Matters**

- \$1,048,220,881 of funding guidance provided to clients.
- 2,360 components evaluated for clients.
- 20+ years combined professional experience.

### **How We Operate**

- We try to be consistent, dependable, and communicative so when you call or email us, we try to be responsive and return calls and emails in a timely manner.
- We prefer that you save a few dollars too much than risk not having enough. That is we train our analysts to be conservative in their estimates and to show good faith by going above and beyond to look for items that could be included and when in doubt as to responsibility for replacement, we prefer to include components in your reserve study.
- We always ask for more time than we think we need in our proposals as we prefer that you be pleasantly surprised when we deliver early rather than having you be disappointed if we were to be late.
- We acknowledge and accept that reserve studies are a matter of opinion and there is a range of possible outcomes. Given that the ultimate responsibility for your property rests with you, we will generally do as you direct whenever possible, so you can see the study the way you plan to maintain your property.
- Unlike many firms, we acknowledge the limitations of our services and the complexities of
  providing a reserve study. We are generalists and do not expect our staff to know everything
  about a property and neither should you. We will let you know when areas are outside of the
  scope of services and where we have used judgments or methods that may be incorrect. While
  we will consult with outside 3<sup>rd</sup> parties, our staff is trained to be transparent and let you know the
  risks you are assuming and where additional specialized attention may be needed.
- We also make our sample reports available for your specific service before you agree to do business with us so you can feel comfortable with the quality of our work before even considering doing business with us.

### **Reasonable Expectations**

Our goal is to conduct accurate and reliable physical and financial analyses for all our reserve studies. It is a completely normal part of the process to have updates to a draft report so please do bear that in mind. We also try to have reasonable fees so you can keep updating reports throughout the year as judgments on what should be included in the study, component pricing, timing of expenditures, and other factors may change throughout the year. Finally, we are not licensed architects or engineers and we do not engage in design specification, design engineering services, or appraisal services.

### **EXECUTIVE AND SENIOR PROFESSIONALS**



**GLENN M. TYNDALL JR., CPA** Founder & CEO



MICHAEL H. RUSS JR. Senior Reserve Study Analyst

 Founder: Glenn Tyndall, Jr., CPA B.B.A, University of North Florida
 Bio: Mr. Tyndall founded Reserve Study Institute after working in public accounting for more than 15 years, which included over a decade as the principal of a CPA firm in which he provided clients with audit, tax, and consulting services. He has worked with community associations, non-profits, labor unions, trade associations, property and casualty insurers, real estate companies, and high-net-worth individuals.

#### Senior: Michael H. Russ, Jr. Economics, Florida State College

**Bio:** Mr. Russ began consulting with Reserve Study Institute, LLC after experience in construction and the financial services industry. Mr. Russ established the residential construction firm, Florida Construction Industries, Inc. Mr. Russ has also worked as a financial advisor at National Financial Services Group, a leading global financial services firm, in which he conducted financial and investment analyses and prepared and reviewed complex financial models for corporate and high net worth clients.

Analysts: T. Christopher Tyndall, Reserve Study Analyst, Manager Daniel Coons, Reserve Study Analyst Mike Gamez, Reserve Study Analyst Angel Gamez, Reserve Study Analyst Michael Kubler, Reserve Study Analyst







# How We Help You.

5.00%





r

85.00%

### HOW DOES OUR COMPANY HELP YOU

**Comprehensive Expertise:** Benefit from our comprehensive expertise, including a CPA on staff for financial insight and field analysts with backgrounds in the construction or related industries, some holding Professional Reserve Analyst designation.

**Conservative Estimates:** Rely on our commitment to providing conservative estimates, ensuring a productive approach to financial planning for your community association.

**Specialist Recommendations:** When our field analysts reach their professional limits, we transparently recommend third-party specialists to ensure the most accurate and reliable assessments.

**Client-Centric Approach:** Experience a client-centric approach where your feedback matters; we actively engage with clients, updating studies based on their input to ensure relevancy and accuracy.

**Clear Communication:** Enjoy clear and consistent communication throughout the process, ensuring you are informed and confident in every step of the reserve study.

**Reader-Friendly Reports:** Receive reader-friendly reports that stand out for their clarity and accessibility, avoiding the common pitfalls of overly complex documents from other reserve study companies.

**Responsive Updates:** Unlike others, we prioritize timely updates, responding to client needs, and making necessary changes to keep your reserve study current and actionable.

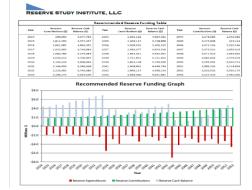


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### Who We Work With

We've worked with numerous property types, which include but are not limited to the following:





**Townhome Associations** 

**Homeowner Associations** 

**High-Rise Towers** 



**Mid-Rise Towers** 

**Commercial Associations** 

Marinas

**Golf Courses** 

For our clients \$1,048,220,881 of Funding Guidance | 20+ Years Combined Experience

Experience matters, doesn't it?

# See Our Experience.



### THE COMPONENT'S WE'VE EVALUATED

Experience matters so we want to show you some of the components we've evaluated in the past in other reserve studies so you have peace of mind knowing we have the experience to help you with your study.



## By Our Professionals for Our Clients

### Homeowners' Associations

Homeowners' Associations (HOA's) are usually are usually not responsible for the homes. They include components such as signage, roads, and sidewalks. Some even offer amenities which can include clubhouses, pools, and other recreational elements.







### **Condominiums and Townhomes**

Condos and Townhomes usually include all the elements of an HOA, however, the association is responsible for all common areas and building exteriors. This can include roofs, exterior painting, balconies, and much more.



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### **High-Rise Towers**

A building that is 15 stories or more is considered a tower. Aside from the sheer mass, towers have unique components not found in HOA's and Condos, such as cooling towers, domestic water pumps, heat exchangers, and more.



**General Site Elements** 

General site elements are components that are located around the property but are not part of the building. These components include entrance gates, roads, and sidewalks to name a few.



**Recreational Elements** 

Recreational elements are amenities the association is responsible for. This varies between every association and may include playgrounds, tennis courts, and pools.



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### **Mechanical Elements**

Mechanical elements can be found in every type of study. This can include HVAC, generators, fire suppression systems and elevator equipment.



Waterfront Elements

Waterfront elements can be very costly and require long-term budgeting. Some of the elements may include docks, seawalls, and even boats for associations located on islands.



### **Specialty Elements**

Each association is unique and oftentimes has specialty components. Some specialty elements associations have reserved for bridge repair and replacement, heavy equipment, and even a sewer treatment plant.



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# Our Clients Talk.

## What is it like working with us? See What Our Clients Say About Their Experiences.

We want you to have peace of mind of knowing that we have the processes in place so you receive similar results to our past clients.

"If every vendor I did business with was as adept as Reverse Study Institute, every day for Alliance would be more profitable. These days we spend more time managing people despite our #1 task being managing real estate." "Thanks for all the help you and your team provided our communities."

-Mr. Ryan Barlingar, LCAM P&R Housing Management Corporation

-Mr. Leigh Hoffman, Owner Alliance Property Systems, Inc.

"Please accept my humble thanks and appreciation for your recent completion of our HOA's Reserve Study. Your professionalism and comprehensive work made this process far easier for our Board of Directors and Community, than we could ever have imagined.

We dealt primarily with two individuals and their work was outstanding. Mike Russ was available at short notice and responded in a timely manner. Glen Tyndall "Shepherded & Managed" all entries to the Study and kept the process on schedule.

We couldn't have anticipated their willingness to adjust to our requests for additional information in such a timely and efficient manner. Thanks again for your efforts and assistance."

-Mr. Rob Cowan, Treasurer The Palms at Nocatee Homeowner's Association, Inc.

"That was quick!"	"Thanks so much Glen. You	"Thank you so very
	have been responsive,	much. Appreciate the flexibility
-Mr. Malcolm Ross Cummings,	professional and	this first go-round."
Board Member and Treasurer	efficient! Thank you! Your	
Saphire Cove Homeowner's	much appreciated."	-Ms. Catherine Carter, Board
Association, Inc.		Treasurer
	-Mr. Tony Mastrocola, LCAM	Canterbury Lake Estates
	Sentry Management, Inc.	Property Owners Association,
		Inc

"Your firm turned around our study so quick."	"Thanks so much for the efficiency you have
	shown."
-Mr. Malcolm Ross Cummings, Board Member and	
Treasurer	-Mr. Tony Mastrocola, LCAM
Saphire Cove Homeowner's Association, Inc.	Sentry Management, Inc.

"Wow this is fantastic. Thank you! Your proposal makes sense and no further questions. Per the request of the board I reached out to two other companies, but you are the first to respond and your proposal is perfect with all the details. I will let the board know that you responded so quickly and send them your proposal".

-Ms. Sharon Hill, Community Association Manager Specialty Management Company

"Thank you Glenn!! You are always on the ball, I can't recommend you enough."	<i>"I really apprecient of the reserve st it and I definitely</i>	udy, I will save	"This is great information; I will share with my Boards."
, commenta you chough	several Associations."		-Ms. Shanique Thompson,
-Ms. Anais Serrano, Community			LCAM
Association Management	Ms. Karen Preston, LCAM		Phoenix Management Services,
Leland Management, Inc.	Sunrise Management, Inc.		Inc.
"Thanks for your efforts and the updates. Appreciate all your efforts, and those of Mike Russ. Very professional and comprehensive report."		-	quick response. I'll be working on in the next couple of weeks and iid greatly."

-Mr. Rob Cowan, Treasurer -Mr. Walter Wiley, Board Treasurer The Palms at Nocatee Homeowner's Association, Inc. Inc.

"You're highly organized. Let's keep doing business together. Like your firm, mine gets no additional revenue chasing people to coordinate."

-Mr. Leigh Hoffman, Owner Alliance Property Systems, Inc.

"Thank you for the thorough report your team has	"Thanks for your excellent work."	"Thank you, Glenn, I appreciate your diligent responsiveness!"
provided to us."		
	-Ms. Joanna Patricia Fang,	-Mr. Alberto Collins, LCAM
-Mr. Brook Ladd, Board Vice	General Executive Manager	Infinity Community
President	First Way Property	Management, Inc.
Baytree Villas Home Owners	Management Services, LLC	
Association, Inc.		

"I'm so excited to get this to the board. You guys are incredible to work with and extremely glad the	<i>"We really appreciate your quick turnaround on this. I'll keep your information as an option for</i>
Board decided to utilize your services."	other associations to use in the future, thank you
	again!"
- Ms. Shannon L. Harrison, Administrator	
Ono Island Property Owner's Association, Inc.	-Ms. Jill Alonge, CAM
	Marquis Association Management, LLC – An
	Associa Company

"This is a great tool. I will send this to my Regional Directors so they can share this with their managers. Thank you for sharing!"

-Ms. Laura Bryant, Business Development Manager, CAM Castle Group, Inc.

"Thank you for your quick	"Received, thank you so much
response."	for your incredible work and
	assistance. That's great advise, I
Everett Mitchell, Community	will keep it in mind."
Association Manager	
Artemis Lifestyle Services, Inc.	-Ms. Paola A. Torres
	Alliance Property Systems, Inc.
	response." Everett Mitchell, Community Association Manager

# You know what you will get *Before Doing Business With Us.*

We want you to feel comfortable and confident in our abilities so we let you know exactly what you'll get before you even consider doing business with us.

# Reserve Study Institute, LLC

### **PARTIAL CLIENT LIST**

### Cedar's Ocean Condominium Association, Inc.

7101 Ridgewood Avenue, Cape Canaveral, FL 32920 Ms. Renae Foster, LCAM TCB Property Management 321-536-3116 <u>rfoster.tcb@gmail.com</u>

### Pinnacle Office Suites Condominium Association, Inc.

1740 and 1750 Tree Blvd., St. Augustine, FL 32084 Ms. Stephanie Wyland, Director of Rental Services Coastal Realty and Property Management 904-471-6606 x113 <u>stephanie@coastalrealtyfl.com</u>

#### London Tower Condominium, Inc.

938 E Bay Harbor Drive, Miami Beach, 33514 Ms. Linda Johnson, CAM LJ Services Group 786-712-9550 Ijohnson@ljservicesgroup.com

#### Old Hickory Community Association, Inc.

4451 Hickory Grove Rd., St. Cloud, FL 34772 Ms. Anais Serrano, CAM Leland Management, Inc. 407-781-5763 <u>aserrano@lelandmanagement.com</u>

### Estuary at St. Johns Homeowners Association, Inc.

4548 Dulwik Place Sanford, 32771 Mr. Antonio Shaw, LCAM Rizzeta & Company 407-472-2471 <u>swoodget@rizzetta.com</u>

### Whisperwood II Condominium Association, Inc.

7225-7356 Swallow Run, Winter Park, FL 32792 Ms. Renae Foster, LCAM TCB Property Management 321-536-3116 <u>rfoster.tcb@gmail.com</u>

### Puerto De Soll of Kendall Association, Inc.

9550 SW 88<sup>th</sup> St., Miami, FL 33176 Mr. Lazaro Torres, Manager Choice Property Management 305-362-9827 <u>Itorres@choicepmg.com</u>

### Bridgewalk Homeowners Association, Inc. 3012 Ella Way, St. Cloud, FL 34771 Ms. Virginia Ochoa, CAM Artemis Lifestyle Services, Inc. 407-705-2190 vochoa@artemislifestyles.com

### Compass Point Community Association, Inc.

707 Rochester Dr., West Melbourne, FL 32904 Ms. Karen Altman Keystone Property Management 954-319-1242 <u>karen@keyirc.com</u> Vineland Reserve Homeowners Association, Inc. 327 Doyle Road, Osteen, FL 32764 Ms. Brittney Lopez, CAM Artemis Lifestyle Services, Inc. 407-705-2190 blopez@artemislifestyles.com



# Our Services.



### **RESERVE STUDY – LEVELS OF SERVICES**

Our reserve studies services are offered at 3 levels of service, with some studies required to be done at the highest level of service.



At this service level, we will come onsite to do a walkthrough of the property, inventory components, take their counts and measurements, assess the condition of components, take photographic inventory, and estimate the useful life remaining. A financial analysis will then be performed based on this information and we will produce a reserve study report with the recommended funding amount. A Level 1 study is required for an initial study or if there is no other study to rely on for counts and measurements.

Level 2

This service level is similar to a Level 1 study except we do not take counts and measurements or inventory components. We come onsite to do a condition assessment and estimate remaining useful lives. The counts and measurements come from a previous reserve study. If the previous study is out of date, components have changed, or there are errors or differences in opinion on how to estimate counts or measurements, a Level 2 study will not pick up these differences. We recommend a Level 1 study to do that and we generally set our fee for service to give you the financial incentive to do the higher level of service as we think it's in your best interest to do so.

This is an offsite update of the financial analysis only – we do not come onsite, we do not assess the condition of components, and there's no photographic inventory of components. This study is useful for periodic updates when there are changes in the timing of expenditures, costs have changed, or other items have changed since a previous study was done.

**Disclaimer:** Our reserve study reports, in whole or part, are not and cannot be used as a design specification, design engineering services, or an appraisal. We are not licensed engineers or architects. Our onsite visits will have non-invasive, visual inspections only, which are not designed to detect construction defects, code violations, or other latent issues with the property.

### We try to protect our clients By Being Conservative In Our Estimates.

We prefer to see you have a few dollars too much in reserves rather than see you not having enough.

### **REPORTING METHODS**

**Pooled (Cash Flow) Method** – A method of funding for a reserve study refers to a financial approach where funds from various reserve components or assets are consolidated into a single pool. This method involves combining the reserve funds associated with different elements such as roofs, pavements, and common areas into one overarching fund. By doing so, it provides a comprehensive view of the association's overall financial health and allows for flexible allocation of funds based on the collective needs of all components. The Pooled Cash Flow Method is contrasted with the Straight-Line Method, where each reserve component has its dedicated fund. The Pooled Cash Flow Method is designed to offer associations a more holistic and adaptable approach to financial planning for their long-term maintenance needs.

### We always ask for more time than We Think We Need In Our Proposals.

We want you to be pleasantly surprised when we deliver early rather than be disappointed if we were to be late.



### TRADITIONAL RESERVE STUDY

#### **Description:**

A Traditional Reserve Study is a comprehensive financial analysis conducted for a property that is for internal, budgetary purposes only. This study assesses the association's long-term capital needs by evaluating the condition and estimated useful life of various physical components, such as roofs, pavements, common areas, and building systems. The goal is to create a detailed reserve plan that outlines anticipated future repair and replacement costs, ensuring that adequate funds are set aside over time to cover these expenses.

#### **Reporting Method:**

- **Pooled (Cash Flow) Method:** A method of funding for a reserve study refers to a financial approach where funds from various reserve components or assets are consolidated into a single pool.
- Inflation and Interest: The interest rate and inflation rate are factored into this study.

#### **Highlights of This Service:**

- Flexibility: Traditional reserve studies provide more flexibility in the assessment and allocation of reserve funds. The association has greater discretion in determining funding priorities and adjusting reserve contributions.
- **Pooled Funding:** Funds collected in a traditional reserve study are typically pooled, allowing for a more generalized approach to cover future expenses. This can simplify budgeting and financial planning for the association.
- **Customization:** Traditional studies can be tailored to the unique needs of the community. Associations have the freedom to include various components, both structural and non-structural, based on their specific requirements.
- Lower Initial Costs: Traditional reserve studies may have lower initial costs compared to more specialized studies. This can be advantageous for associations with budget constraints.
- **Board Decision-Making:** The board retains a significant role in decision-making, including the prioritization of projects and allocation of reserve funds. This can foster a sense of community involvement and control.
- Less Stringent Legal Requirements: Traditional reserve studies may not be subject to the same stringent legal requirements as statutory or structural studies, providing more leeway in compliance.
- **Easier Implementation:** The recommendations from a traditional reserve study can be more straightforward to implement, and there may be fewer legal or regulatory hurdles to navigate.

#### Statutory or Legal Requirements:

• **Other States:** The study is not designed to meet any federal, state, or local rules, regulations, or laws. This study is designed for internal, budgetary purposes only.

## Our Process.

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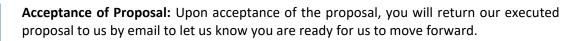
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### **OUR PROCESS - OVERVIEW**



Acknowledgment of Engagement: We will acknowledge receipt of this email and will assign the analyst to this project and schedule the onsite visit. This may take a few business days to complete.

**Client Assistance Listing:** We will provide you with a client assistance listing for the information along with the analyst assigned to the project and if a site visit is required, then the date and time of the onsite visit will be provided.

**Physical Analysis:** Experience a client-centric approach where your feedback matters; we actively engage with clients, updating studies based on their input to ensure relevancy and accuracy.

- **Planning:** We generally try to gain an understanding of the property before coming onsite. We may look at historical aerials, and timelapse images of the property so we can see changes, pull permitting history, and perform other procedures.
- Site Visit: We like to arrive prior to our scheduled time when possible to get familiar with the property before meeting with you onsite. We will have a brief conversation and may have a list of questions. We may need to reach out to you to ask you questions as we walk the property.
- Post-Site Review: The file will then be completed with estimated costs, useful lives, and remaining useful lives. This file will undergo an internal review process before being sent to the financial reporting division for drafting the reserve study report.

**Financial Analysis:** Enjoy clear and consistent communication throughout the process, ensuring you are informed and confident in every step of the reserve study.

- **Drafting Report:** The financial analysis will be performed, with inflation and interest will be factored into the study and the expenditures mapped out over the period of the study as per the analysts' estimates. A recommended reserve contribution will then be calculated, and a draft report prepared.
- **Review Report:** A final internal review will be completed on the draft report.
- **Draft Report Released:** We will release the draft report for review via email after this is complete.

**Revisions or Edit:** We generally try to accommodate client input and edits as long as they are provided to us. You will have peace of mind of knowing that we'll complete these revisions complimentary so long as they are received within a reasonable period of time.

**Final Report Released:** We will then issue the final signed draft after the revisions are made or if we do not receive any edits within about a month of issuing the initial draft report.

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### Reserve Study Institute, LLC

### FREQUENTLY ASKED QUESTIONS (FAQs)

### Q: Does a representative have to be on-site?

**A**: We recommend that someone be onsite because it improves the quality of our services. However, while preferable, it is not required.

### Q: How long until we receive a report?

**A:** We always ask for more time than we think we need in our proposal because we want you to be pleasantly surprised when we are early rather than disappointed if we were to be late.

### Q: Can we reserve money in case of hurricane damage?

**A:** Absolutely. We can generally reserve intangible items like hurricane damage, general contingency, or litigation reserves. However, we will only do this at your direction as we do not reserve for items that we cannot see like this without explicit direction.

### Q: Do you have a vendor you recommend for a project?

A: No. Reserve Study Institute does not provide recommendations for ethical reasons.

### Q: Can we remove a component and fund it from our operational budget?

**A:** Yes. There is an editing process after the draft is received and we will make any necessary adjustments. However, it is not recommended to do so. It may be in your best interest to reserve those funds to account for premature failure of other components, or other unforeseen expenses. There is a saying in estimating that goes, "Not everything that can be counted counts, and not everything that counts can be counted." For statutory studies, we may have less flexibility in excluding components to attempt to be compliant.

### Q: What do we do if we feel that the cost, remaining useful life, or quantity total should be changed?

A: After receiving the draft, we offer a complimentary editing process within a reasonable amount of time.

### Q: Why is there a recommendation to get a quote from a third-party vendor?

**A:** Many components have variables that we cannot account for. For example, we do not account for any code violations. Using the wrong nail on a roof could be a code violation and require replacement.

Another example is shoreline restoration. There are many ways to restore a shoreline including grading, geotubing, netting, vegetation, and installing seawalls or rip rap. In this case, we find it best to consult with a certified expert to find what is best for your community.

### Q: Can you include landscaping as a reserve expense?



**A:** Yes. If the landscaping expenses are substantial, you can reserve for them. However, since "landscaping" does not have a determinable useful, we ask that the association provide a budget that fits their needs.

#### Q: Can we reserve for repairs for certain items?

**A**: Yes. There are multiple ways to do this. One is by using the historical data of the repairs that have been done and basing the future repairs on that. Another way is to take a percentage of the total replacement cost and reserve that over a period of time.

For example, there was a study that had approximately \$7 million in bridges. Taking 15% of that over 10 years allows them to reserve approximately \$1 million for repairs every 10 years. This number should also be adjusted based on the age of the structure.

### Q: How often should we get a reserve study?

**A:** While we do have a financial incentive to make this recommendation, the cost is nominal especially if we do the work in the same year since it is much easier to update a study than do one from the beginning. Again, if you're planning in advance, the fees for service come down. Consistent communication also allows us to let you know about industry changes and problems we see with other associations so that you can either avoid, plan for solutions, or set aside funds for problems well in advance. Management and board turnover are generally higher along with other legal quagmires when owners are surprised by increased assessments.

### Q. What do others do in terms of updating their study?

A handful of associations do what we recommend by updating regularly, and it generally leads to better results. Some associations update their studies annually with either offsite or onsite updates depending on their objectives. While many associations opt for updates every 3 years with most doing nothing at all for long periods.



# The Agreement.



### AGREEMENT

The content provided in the previous sections of this proposal is intended for informational purposes only and does not constitute a legally binding agreement. The legally binding terms and conditions of our services are exclusively outlined in this legal agreement section of the proposal. Clients are advised to carefully review and adhere to the terms set forth in this section of the proposal for the establishment of a contractual agreement with Reserve Study Institute, LLC. This disclaimer helps to distinguish the preliminary information, which is not legally binding, from the specific terms and conditions outlined in this agreement section, which hold legal significance.

### **SCOPE OF SERVICES**

### **Our Responsibilities**

Reserve Study Institute, LLC will perform its services as an independent contractor in accordance with our professional practice standards. Our compensation is not contingent upon our conclusions.

### **Levels of Service**

We offer the following Reserve Study Levels of Service to Associations:

**Level 1** – Reserve Study Level 1 with an on-site visual inspection and assessment of property condition. This level of service is offered to clients undertaking their first reserve study, and to Associations in need of a comprehensive review and audit of a previous reserve study The Association's asset component list and associated measurements are reviewed. *If this proposal is for the Association's initial reserve study, or a previous reserve study cannot be made available to us, then this level of service is required.* 

**Level 2** – Reserve Study Level 2 update with an on-site visual inspection and property condition assessment. Level 2 reserve studies are for Associations that want to update a previous study. Most Associations will request a Level 2 report in the third year after the last site-visit-based reserve study.

**Level 3** – Reserve Study Level 3 update with no on-site inspection or property condition assessment. This report is typically requested in the years immediately following a reserve study with an on-site review. A prior reserve study is required to establish the basis for the verification and quantification of the component inventory.

Our inspection and analysis of the subject property is limited to visual observations and is noninvasive when we conduct Level 1 or Level 2 studies. Level 3 studies do not include a site visit for inspection. We will inspect sloped roofs from the ground. We will inspect flat roofs where safe access where safe access (stairs or ladder permanently attached to the structure) is available. The report is based upon a "snapshot in time" at the moment of our observations. Conditions can change between the time of inspection and the issuance of our report. Reserve Study Institute, LLC does not investigate, nor assume, any responsibility for any existence or impact of any hazardous materials, structural, or latent or hidden defects which may not be present on or within the property. Our opinions of estimated costs and remaining useful lives are not a guarantee of the actual costs of replacement, a warranty of the common

### Reserve Study Institute, LLC

elements or other property elements, or a guarantee of remaining useful lives. We are not licensed architects or engineers.

#### Services Available

**Traditional Reserve Study** – A Traditional Reserve Study is a comprehensive financial analysis conducted for a property that is for internal, budgetary purposes only. This study assesses the association's long-term capital needs by evaluating the condition and estimated useful life of various physical components, such as roofs, pavements, common areas, and building systems. The goal is to create a detailed reserve plan that outlines anticipated future repair and replacement costs, ensuring that adequate funds are set aside over time to cover these expenses. The report will be issued using a pooled (cash flow) method of funding for a reserve study refers to a financial approach where funds from various reserve components or assets are consolidated into a single pool. Please review a sample report to be sure this service will meet your needs.

OUR TRADITIONAL RESERVE STUDY REPORT IS NOT DESIGNED TO COMPLY WITH ANY FEDERAL, STATE, OR LOCAL RULE, REGULATION, OR LAW IN ANY JURISIDATION AND NO COMMUNICATION OR REPRESENTATION FROM RESERVE STUDY INSTITUTE, LLC, ITS EMPLOYEES, CONTRACTORS, AFFILIATES, CONSULTANTS, ET AL. MAY BE DEEMED TO WARRANT OR REPRESENT, EITHER EXPRESSED OR IMPLIED, ANY COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL RULE, REGULATION, OR LAW UNLESS OTHERWISE SPECIFIED IN THIS PROPOSAL.

THE ASSOCIATION HOLDS THE ULTIMATE RESPONSIBILITY FOR DECISIONS REGARDING COMPONENTS INCLUDED IN THE STUDY. THE CLIENT IS GRANTED AN OPPORTUNITY TO REVIEW AN INITIAL DRAFT AND 30 DAYS FROM THAT DATE TO IDENTIFY ANY MISSING COMPONENTS OR ANY ISSUES OF NON-COMPLIANCE. THE COMPANY WILL THEN REVIEW AND MAKE ANY CORRECTIONS AS NEEDED AND AS DIRECTED BY THE CLIENT.

BY ENGAGING US FOR THE TRADITIONAL RESERVE STUDY, THE CLIENT HEREBY INDEMNIFIES AND HOLDS HARMLESS RESERVE STUDY INSTITUTE, LLC, AND ITS EMPLOYEES, CONTRACTORS, AFFILIATES, CONSULTANTS, ET AL. THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO FILE A CLAIM AGAINST A PROFESSIONAL LIABILITY INSURANCE POLICY FOR ANY AND ALL WORK DEFECTS IDENTIFIED OR ARISING FROM THE STUDY.

### **Reporting Detail**

We offer the following reporting options for our reserve study reports:

**Standard Reporting** includes component inventory, life and valuation estimates, fund status, and funding plan. This reporting detail is for Level III studies.

**Comprehensive Reporting** includes a full detailed component inventory, photographs, observations and recommendations, life and valuation estimates, fund status, and funding plan. This reporting detail is for Level I and II studies.

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### **Your Responsibility**

You agree to provide us with access to the subject property during our on-site visual inspection and tour. The Association, management, and/or the Board are responsible for assigning an appropriate individual as our primary point of contact to coordinate the reserve study and to provide to us to the best of their ability and if reasonably available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete our Study. You agree to pay reasonable attorneys' fees and any other costs incurred in the event we have to initiate litigation to collect on any unpaid balance for our services. Management and the Board may be required to sign a representation letter that acknowledges review and approval of the report.

### **Assumptions and Indemnification**

We assume, without independent verification, the accuracy of all data provided to us. You agree to indemnify and hold us harmless against and from any and all losses, claims, actions, damages, expense, o liabilities, including reasonable attorney's fees, to which we may be become subject in connection with this engagement, because of any false, misleading, or incomplete information which we have relied upon as supplied by you or others under your direction, or which may result from any improper use or reliance on the report by you or third parties under your control or direction. Your obligation for indemnification on the report by you or third parties under your control or direction. Your obligation for indemnification and reimbursement shall and reimbursement shall extend to any controlling person of Reserve Study Institute, LLC, including any director, officer, employee, affiliate, or agent. Liability of Reserve Study Institute, LLC and its employees, affiliates, and agents for errors and omissions, if any, in this work is limited to the amount of its compensation for the work performed in this engagement. We are not licensed architects or engineers.

### Report

Reserve Study Institute, LLC will complete the services in accordance with this Proposal based on your selection of Service Level and Reporting Detail. We will consider any additional information made available to us in the interest of promptly issuing a Final Report. However, the Report represents a valid opinion of our findings and recommendations and is deemed complete after we receive the signed management representation letter. We retain the right to withhold the Draft Report or Final Report if payment for services is not rendered in a timely manner.

### **Retention and Propriety of Work Papers**

All files, work papers, or documents developed (the "work papers") by us during the course of the engagement is proprietary and remains our property. In all cases, we will retain our work papers for a period of three (3) years.

### **Restricted Use of Our Report**

The use of our Report is limited to only the purpose stated herein. Any use or reliance for any other purpose, by you or third parties, is invalid. Our Reserve Study Report, in whole or part, is not and cannot be used as a design specification, design engineering services, or an appraisal. You may show our report in its entirety to those third parties who need to review the information contained herein. The Client and other third parties viewing this report should not reference our name or our report, in whole or in part, in any document prepared and/or distributed to third parties without our written consent. This report contains intellectual property developed by Reserve Study Institute, LLC specific to this engagement and cannot be reproduced or distributed to those who conduct reserve studies without the expressed written consent of Reserve Study Institute, LLC.

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### **Client Confidentiality**

By entering into his agreement, you grant us the rights and a perpetual license to use, reproduce, display, and distribute your association's name, logo, testimonials, and related information ("Client Information") for various purposes, including but not limited to creating training materials, advertising, promotions, testimonials, software development, and other commercial and non-commercial activities without compensation. However, we will maintain the confidentiality of all conversations, documents provided to us, and the contents of our reports, subject to legal or administrative processes or proceedings. These conditions can only be modified by written documents executed by both parties.

### Software Development Disclaimer

Throughout the course of our engagement, you may come into contact with software, applications, or other intellectual property under development by us. It is essential to clarify that our collaboration does not constitute a joint venture, partnership, or any shared ownership in the development process. All rights, including but not limited to copyrights, trademarks, and intellectual property rights, associated with the software and related materials remain the sole and exclusive property of Reserve Study Institute, LLC and it's and its affiliates, subsidiaries, successors, assigns, and heirs.

Any feedback, suggestions, or ideas provided by you in the course of our collaboration do not grant you any ownership or rights in the developed software. This disclaimer serves to make explicit that the software, its components, and associated intellectual property are the proprietary assets of our property, and you shall have no claims or rights to assert ownership, authorship, or any form of intellectual property rights therein. Our collaboration is not intended to create any obligations on our part to share ownership or provide any proprietary rights in the developed software.

### **PROPOSED TIMELINE**

This proposal is valid for thirty (30) days from the day it is prepared. Price, timeline, terms, and availability may be subject to change thereafter.

We intend to have our Draft Report to you for review and approval on or around April 31, 2024. All documentation requested will need to be provided by the Association's representative to us at least sixty (60) days prior to the date we anticipate having the Draft Report to you. If an onsite visit is necessary, then we require the onsite visit at least sixty (60) days before the date we anticipate having the Draft Report to you.

You will be given a period of thirty (30) days from the date of receipt of the initial report to review and provide any edits, comments, or issues to us. In the absence of any response, edits, or issues raised, the report shall be deemed accepted as presented and we reserve the right to issue a final signed copy of the report.

All edits, comments, or issues pertaining to the report must be presented in writing in a single email within the specified thirty (30) day review period. We shall not be obligated to consider or address edits submitted in a piecemeal fashion or through multiple, separate communications. This clause ensures that all edits are presented in an organized manner and helps us efficiently process these edits.

Our proposed timeline is based on the anticipated cooperation from your personnel. You agree to indemnify us if we are unable to meet the proposed timeline if you require rescheduling or rescheduling

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due to inclement weather, transportation issues (such as canceled or delayed flights), or any other issues that are reasonably beyond our control. We will attempt to reschedule any onsite visits, if necessary, and complete our services as soon as reasonably possible. However, you understand that if rescheduling is needed for any reason, we provide no assurance or guarantee of when we will be able to reschedule given that we may have other client commitments. Our Final Report will be issued to you in electronic format only.

### **Multiple Reports Needed**

As shown in the sample report provided, our report is designed to yield one (1) reserve contribution for all components included in that report. Unless otherwise noted, this proposal will have one (1) recommended contribution amount for one client. If there are multiple associations, multiple neighborhoods with separate budgets, or some components are not shared equally by all owners (ex., HOA/Townhome combined community), then separate reports will be needed to get separate reserve contributions. We may not be able to issue separate reports if we are not made aware of the fact that multiple reports may be needed, and the Association will be subject to additional fees for service for the additional work should we be made aware of after the fact. We will proceed with producing one (1) report as per this proposal unless we receive written authorization via email to proceed at an agreed-upon fee for service for the additional work in the event multiple reports are needed.

### **Not Engineers or Architects**

Reserve Study Institute, LLC is not a licensed architectural or engineering firm and this proposal is not for design, build, construction, or engineering purposes.

### **FEES AND BILLING**

### **Billing and Fee for Services and Conditions**

The retainer, if any, is due upon acceptance of the proposal for services, and no work will commence until the retainer has been received by Reserve Study Institute, LLC. The Association will be progress billed as worked proceeds with payment due immediately upon request. The payment of all fees is due when we deliver or try to deliver the receipt of the Draft Report to you by email.

We do not charge any out-of-pocket costs for mileage, travel, lodging, or meals for a single trip. However, if a second trip is required through no fault of Reserve Study Institute, LLC, additional charges for travel, lodging, and other associated costs will apply. Mileage will be reimbursed based on IRS-approved mileage rates at the time of travel if a second trip is required. We reserve the right to suspend all work if there is an outstanding balance of more than thirty (30) days from the date of the invoice. Any outstanding balance after thirty (30) days from the date of the invoice will also be subject to an interest charge of 1.5% per month. Any litigation necessary to collect an unpaid balance shall be venued in Duval County of Florida. The Association will be responsible for payment of reasonable attorney fees to Reserve Study Institute, LLC in the event of litigation to collect any unpaid balances and reserves the right to charge the Association any and all fees, including mileage, meals, lodging, and other associated out-of-pocket costs incurred during the first trip in the event collections proceeding are initiated due to a delay in timely payment.

## Reserve Study Institute, LLC

### **Fee Schedule Summary**

The following is a summary of our fees for your Association based on the Levels of Services and Reporting Detail described in this proposal:

Fee Schedule for Service Level						
	Traditional Reserve Study					
Service Includes	Level 1	Level 2	Level 3			
Full Reserve Study	$\checkmark$					
Statutory Reserve Study						
Update Reserve Study		$\checkmark$	$\checkmark$			
Site Visit	$\checkmark$	$\checkmark$				
Establish Reserve Quantities	$\checkmark$					
Establish Component List	$\checkmark$					
Component Inventory	$\checkmark$	$\checkmark$	$\checkmark$			
Life & Value Estimates	$\checkmark$	$\checkmark$	$\checkmark$			
Reserve Funding Plan	$\checkmark$	$\checkmark$	$\checkmark$			

Fee for Service Due	Fee for Service				
Retainer Prior to Start		N/A	N/A	N/A	
Due Upon Draft Report	\$	9,500	N/A	N/A	
Total Fee for Service	\$	9,500	N/A	N/A	

### SUMMARY

We look forward to working with your Association on this effort, and should you have any questions regarding our proposal, please contact our office at (904) 568-2839.

Respectfully Submitted,

Reserve Study Institute. 22C

Reserve Study Institute, LLC Jacksonville, Florida



### **Acceptance of Proposal**

Please select one box below to indicate the service selected:

	Traditional Reserve Study					
Level of Service	Level 1		Level 2		Level 3	
Select One:	$\mathbf{X}$					
Retainer Prior to Start		N/A	١	V/A	N/A	4
Due Upon Draft Report	\$	9,500	١	V/A	N/A	٩
Total Fee for Service	\$	9,500	1	N/A	N/A	1

**NOTE:** A Level 1 traditional reserve study may be required if no prior reserve study was performed or is available to take measurements and counts of physical assets.

I have read, understand, and accept the terms of the proposal and acknowledge that I have the authority to legally bind the Association to this agreement.

I hereby acknowledge that I understand Reserve Study Institute, LLC is not operating as a licensed engineering or architectural firm.

#### ASSOCIATION REPRESENTATIVE:

Name

Date

Signature

Title

# Only When Ready.