

**BOARD OF DIRECTORS MEETING
PALMA DEL MAR 5
CONDOMINIUM ASSOCIATION**

NOTICE is hereby given that the Board of Directors is holding a meeting on:

DATE: Thursday April 25, 2024
TIME: 6:00 PM
PLACE: 6372 Palma Del Mar Blvd.
2nd Floor Recreation Room
St. Petersburg, FL 33715

&

Join Zoom Meeting

<https://us06web.zoom.us/j/84837079537?pwd=SDYQJlYJndiZFYO9FEissG2hLEbEPb.1>

Meeting ID: 848 3707 9537

Passcode: 498480

One tap mobile

+13052241968,,84837079537# US / +16465588656,,84837079537# US (New York)

AGENDA

1. CALL TO ORDER & ROLL CALL OF DIRECTORS
2. CERTIFY QUORUM
3. PROOF OF MEETING NOTICE
4. **Insurance Presentation – Sarah Alonso, McGriff Insurance**
5. DISPOSAL OF UNAPPROVED MINUTES – April 4 & April 9, 2024
6. TREASURER FINANCIAL REPORT
7. OFFICER REPORTS
 - President
8. COMMITTEE REPORTS
9. **OWNER CONCERNS RE: AGENDA ITEMS ONLY**
10. **UNFINISHED BUSINESS**
 - A. Tower Roof - *Update*
 - B. Elevated Engineering Milestone Inspection Contract – Action Item
 - C. Elevated Engineering Villa Project Administration Contract – Action Item
 - D. Jenkins Restoration Remediation 8 Units – Action Item
 - E. 2024/2025 Board Goals
11. **NEW BUSINESS**
 - A. 2024/2025 Insurance Renewal Proposal – Action Item
 - B. Villa Unit 319 Roof Repairs – Action Item
 - C. Finance Committee – Roles and Responsibilities and members – Action Item
 - D. Buildings & Grounds Committee – Roles and Responsibilities and members – Action Item
 - E. 3 - SOP Lease, Sales, Alterations – Action Item
 - F. Sales Application for Unit 313 – Action Item – Ratification
 - G. Lease application for unit 106 – April 1 – April 30 – Action Item - Ratification
12. COMMENTS / QUESTIONS
13. ADJOURNMENT

Posted: _____ - On behalf of the Board of Directors

The noticing of this meeting is intended to conform to the noticing provision(s) in Florida Statute 718 and the Documents of the Association.

MINUTES

Palma del Mar 5 Association

Board Meeting

Meeting Minutes

The purpose of this meeting was for Resource Property Manager (RPM) to provide orientation to the new Board members roles and responsibilities.

Location: Palma 5 Recreation Room - also telecasted via Zoom

Date: 4.4.24

Attending

Board of Directors: Debbie Schutt, Nicholas Stambula, Anne Blakely, Shirin Kashani, Jim Miller, Ann Adams

Resource Property Mgmt: Dot Thomas, CAO, and Debbie Reinhardt, CEO

Owners: ~ 10 in person and a few on zoom

Dot presented a deck titled: Board Orientation Program which covered items such as governance, laws, policies, state, federal and municipalities statues, as well as roles and responsibilities of each board officer and the RPM's manager.

Minutes submitted by: Shirin Kashani

Palma del Mar 5 Association

Board of Directors Meeting Minutes

The purpose of the Board of Directors (BoD) Special Board meeting is to adopt the Revised 2024-2025 Annual Budget as permitted by Florida Statutes and the Governing Documents of the Association. This meeting was called to order at 1:30pm on 4.9.24 at Palma 5 Recreation Room - also telecasted via Zoom - by Deborah Schutt, BoD President.

Attending

Board of Directors: Debbie Schutt, Nicholas Stambula, Ann Adams, Tom Preuett, Anne Blakely, Jim Miller, Shirin Kashani

Resource Property Mgmt: Scott Fisher

Owners: ~ 40 in person and 3 on zoom

Guest: Art Fleahman, president, Engineering Inspections and Restoration Services

The President recognized that prior notice of the meeting was posted via email and on the premises in compliance with Florida state statutes.

Minutes follow agenda format:

- Review/Approval of the prior meeting minutes for 3.15.24 Board of Directors meeting: It was **moved** by Nick Stambula and **supported** by Jim Miller to approve the minutes. **All Voted aye. Motion Carried.**

Unfinished business - None

New business:

1. Adoption of the *REVISED* 2024-2025 Budget

The revised budget reduced the increase in maintenance fees by 50% and increased the reserve funds by 12.98% for fully funded reserves. Payments should be made as soon as the coupon book is received. There will be no late fee charged. Auto debit owners will have the new rate deducted in April. Stambula will investigate the date of auto debit going forward.

- Motion to approve the 2024-25 amended budget: It was **moved** by Nick Stambula and **supported** by Anne Blakely. **All Voted aye. Motion Carried.**
- 2. Spanos Environmental – *Roof Leak Project*
 - Motion to ratify the payment of Spanos invoices for \$5,900: It was **moved** by Ann Adams and **supported** by Anne Blakely. **All Voted aye. Motion Carried.**
- 3. Jenkins Restoration Remediation – *Roof Leak Project – clean up task.*
 - 9 units are affected. 1204 (Amanti) is already done.
 - Jenkins’ proposal for water and mold remediation is: **\$67,236.59** to clean up 8 units. Action was postponed until a second bid is obtained from another vendor.
- 4. Tower Mansard Steel Change Order – *Roof Restoration Project - Phase 2*
 - Motion to approve \$25,000 for additional work performed on the roof project phase 2: It was **moved** by Jim Miller and **supported** by Nick Stambula. **All Voted aye. Motion Carried.**
 - Motion to approve \$3,000 for cleaning, repair and painting of staircase on the roof during phase 2 of Roof Restoration project: It was **moved** by Nick Stambula and **supported** by Jim Miller. **All Voted aye. Motion Carried.**

Adjournment. The meeting adjourned at 2:45 pm. It was **moved** by Anne Blakely and **supported** by Shirin Kashani to adjourn the meeting. **All voted aye. Motion Carried.**

Next Board of Directors meeting: April 25, 2024 @ 6pm in Recreation room at Palma 5

Minutes submitted by: Shirin Kashani

Minutes approved on: _____

PRESIDENT'S REPORT

President's Report

The following items were accomplished between the March 15th and the April Board meetings:

1. As a follow-up to the flooding from 1008, the carpets in the halls on the 9th and 10th floor that were affected by the flood were cleaned.
2. A lease agreement was approved for unit 106 for the month of April by the White's for their guests for the month of April.
3. Tommy Pruette and Richard Plantier gave a property tour to board members Schutt, Blakley and Stambula.
4. A board orientation was conducted on April 4th by RPM CEO Debbie Reinhardt and COO Dot Thomas.
5. The work of Board members Stambula and Miller resulted in a budget amended reducing the increase in Association Dues from 29% to 13% which were approved at a special board meeting on April 9th.
6. Members of the Finance Committee met with the Insurance Agent to review existing and upcoming policies and premiums.
7. The roofing patch was completed which stopped the leaking.
8. The steel structure on the roof was refurbished.
9. 8 condo units were inspected by Jenkins and air quality/remediation quotes were submitted.
10. Schutt and Blakley met with Bella Primus to review the email distribution, address problems and work on various issues.
11. The newsletters were added to the website.
12. The owners in 408 were reimbursed due to the drainage back-up in the association line. Continued drainage problems in 402, 404, 406 will be added to the list needing further investigation.
13. Owners in tower stack 1, 3, 5, 7 were notified of the roof Spaghetti mess and given the option of participating in a joint correction.
14. Board member Blakley and Margarite Nieto walked the property and buildings to record conditions.
15. New email address were added through the website to comply with best practices and to conform to record retention statute requirements. The email addresses are: President@palma5.com; Vice-President@palma5.com; Treasurer@palma5.com; Secretary@palma5.com; BoardofDirectors@palma5.com and will become operational on May 1.

UNFINISHED BUSINESS

Unfinished Business

A. Tower Roof – As of his writing, the Tower roof repairs, Tower Mansard Steel Repairs & Elevator Tower Staircase Repairs have been completed. The next step is to begin the total Tower Roof Replacement.

**B. Elevated Engineering submitted a Milestone Inspection Contract –
(Contract ATTACHED)**

The Milestone report is required by state statute and is due by the end of the year. Enclosed in a contract to conduct the study in the amount of \$5,550.00 for the six buildings required by state statute and the city of St. Petersburg and at an hourly reimbursement if work is required for a Phase II report. Phase II is only required if the condition of a structure cannot be determined by visual inspection. This item is in the new 2024-2025 Reserves.

BOARD ACTION ITEM



March 29, 2024

Scott Fisher, CMCA, AMS
Association Manager
Resource Property Management
5901 Sun Boulevard, Suite 103
St. Petersburg, FL 33715

Subject: Engineering Services Proposal – Milestone Inspection
Palma Del Mar 5 Condominiums
6372 Palma Del Mar Blvd. S.
St. Petersburg, FL 33715

Mr. Fisher,

As per your request, Elevated Engineering Services, LLC (Elevated Engineering) is pleased to provide this proposal for structural engineering services at Palma Del Mar 5 Condominiums located at 6372 Palma Del Mar Blvd. S., St. Petersburg, Florida. As per our correspondence, it is Elevated Engineering's understanding that the Association is looking for a proposal for "Milestone Inspections" of their twelve-story tower structure and five (5) three-story villa structures as per SB 4-D Building Safety Bill, which became effective on May 26, 2022. According to SB 4-D milestone inspections are required to be completed for any building that is three stores or more in height by December 31st of the year in which the building reaches a certain age depending on proximity to the coastline and every 10 years thereafter. The bill also includes the following description of a "Milestone Inspection", which will be the basis for our services:

““Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in S.627.706, by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code.”

The following proposal defines Elevated Engineering's proposed scope of work and compensation for the engineering services requested at Palma Del Mar 5 Condominiums. Please note it is Elevated Engineering's understanding that the Association is moving forward with a limited building repair project to address building repair and painting items, which is tentatively scheduled to commence in June of 2024. The scope of work and compensation included within this proposal is contingent on Elevated Engineering providing construction administration and threshold inspection services with this upcoming project as per

3306 W Knights Avenue
Tampa, Florida 33611
727-688-3068

Palma Del Mar 5

St. Petersburg, Florida 33706

our previous proposal provided on October 7, 2022. All scope of work included within this proposal is to be completed following completion of the limited building repair project.

Scope of Work

Milestone Inspection Phase 1:

According to newly created Section 553.899 of Florida Statutes within the SB 4-D Building Safety Bill the following is the description of what consist of the phase 1 portion of the milestone inspection:

“For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and non-habitable areas of a building, including major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).”

Elevated Engineering proposes the following scope of work to address the engineering services required to address the phase 1 portion of the milestone inspection as described above:

- 1) Review of structural plans provided by the association. This review will include reviewing the available original construction documents if available. This review will be of a limited nature to gain information related to potential repairs and will not be a comprehensive review of the existing plans.
- 2) Provide visual observation of **forty-four (44) Units (Approx. 33% of Units - 24 Units in Tower and 4 Units in each Villa)**. These observations will be visual in nature and no destructive testing will be performed. Please note that a representative of the Association is required to accompany Elevated Engineering to the units, and it is anticipated by Elevated Engineering that all units will be scheduled consecutively without gaps between inspections. If an efficient manner of inspections is not provided by the Association, additional charges per the attached hourly rates will apply.
- 3) Provide visual observation of **all exterior and interior walkways**. These observations will be visual in nature and no destructive testing will be performed.
- 4) Provide visual observation of **all exterior and interior stairways**. These observations will be visual in nature and no destructive testing will be performed.
- 5) Provide visual observations of **all the exterior elevations of the buildings** from the ground without the use of special access equipment. These observations will be visual in nature and no destructive testing will be performed.
- 6) Provide visual observations of **the two-story parking garage**. These observations will be visual in nature and no destructive testing will be performed.
- 7) Provide visual observations of **all accessible common spaces (i.e., offices, gym, meeting rooms, electrical rooms, mechanical rooms, etc.)** without the use of special access equipment. These observations will be visual in nature and no destructive testing will be performed.



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St. Petersburg, Florida

- 8) Please note, this is a visual structural observation of accessible areas and as such no observations of mechanical, electrical, fire, sea walls, docks or roofing systems will be conducted.

Milestone Inspection Phase 2 (if required):

According to SB 4-D Building Safety Bill the following is the description of what consist of the phase 2 portion of the milestone inspection:

“A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector’s direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determine testing locations, the inspector must give preference to locations that are least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection report pursuant to subsection (8).”

Elevated Engineering proposes the following scope of work to address the engineering services required to address the phase 2 portion of the milestone inspection as described above if required due to observation of substantial structural deterioration during the phase 1 portion of the milestone inspection (Please note that our required services are based on the completion of the phase 1 portion of the milestone inspection and the extent of these services may vary):

- 1) Review of structural plans provided by the association. This review will include reviewing the available original construction documents if available. This review will be of a limited nature to gain information related to potential repairs and will not be a comprehensive review of the existing plans.
- 2) Determine destructive testing location(s) and provide visual observations of destructive testing location(s) to observe condition and construction of structural building components identified in phase 1 to be exhibiting substantial structural deterioration.
- 3) All destructive testing is to be performed by licensed contractor that is contracted directly through the association. This includes all equipment and/or scaffolding required to access destructive testing locations and all repair work associated with the destructive testing.
- 4) Please note, this is a visual structural observation of accessible areas and as such no observations of mechanical, electrical, fire, sea walls, docks or roofing systems will be conducted.

Milestone Inspection Report:

According to SB 4-D Building Safety Bill the following is the description of what consist of the inspection report portion of the milestone inspection:

“Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium



Palma Del Mar 5
St. Petersburg, Florida

association or cooperative association, and to the building official of the local government which has jurisdiction.”

Elevated Engineering proposes the following scope of work to address the engineering services required to address the inspection report portion of the milestone inspection as described above (Please note association is responsible for distribution of inspection report to individual condominium unit owners or cooperative unit owners):

- 1) **Provide six (6) inspection report (1 Report per Building)**, which will include the following criteria provide within and required by SB 4-D:
 - a. Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
 - b. Indicate the manner and type of inspection forming the basis for the inspection report.
 - c. Identify any substantial structural deterioration, within a reasonable professional probably based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
 - d. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
 - e. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
 - f. Identify and describe any items requiring further inspection.

Compensation

Elevated Engineering proposes to be compensated for the above referenced scope of work at Palma Del Mar 5 Condominiums as follows:

Milestone Inspection Phase 1:	\$4,850 Lump Sum
Milestone Inspection Phase 2 (if required):	On an hourly and reimbursable basis as per the included Unit Rate Fee Schedule.
Milestone Inspection Reports:	\$5,550 Lump Sum (6 Total Reports)

Please note that for all milestone inspection related services described above there is potential that the standards for these inspections may change over time, which may require additional services. These changes may come based on the establishment of local building authorities and the recommendations of the Florida Building Commission.

It must be understood by the client that this proposal is for the Milestone Inspection and Milestone Report as Elevated Engineering understands them at this time and Elevated Engineering fully expects changes and clarifications from governing bodies on both a local and state level which will materially change the level of effort required by Elevated Engineering for these task. If new rules or requirements are established and/or clarified which in Elevated Engineering’s judgement require a greater effort for Elevated Engineering, the cost of these services could increase the proposed price provided above and therefore, Elevated Engineering reserves the right to revise and resubmit this proposal price and scope prior to performing the work when such changes are required. Elevated Engineering promises to be



Palma Del Mar 5
St. Petersburg, Florida

upfront and operate in a good faith manner as these unknown changes which are likely to occur by multiple government agencies. The client should also be aware that changes in rules and clarifications from governing bodies may require Elevated Engineering to retroactively update an already prepared Milestone Inspection and Report; should this be required, Elevated Engineering will provide these update services on a Time and Material basis under this contract as per the attached fee schedule. Elevated Engineering wishes this paragraph was not necessary within this contract, but Elevated Engineering envisions multiple changes in the requirements of Milestone Inspection and Milestone Report as the details of this complicated topic are worked out by our governing bodies.

Elevated Engineering proposes to provide any additional services not included within the defined portions of the scope of work on an hourly and reimbursable basis as per the included Unit Rate Fee Schedule. Alternatively, at the client's request, Elevated Engineering will provide an additional proposal for additional services as they occur.

Please note that any costs/fees associated with the submittal of the Milestone Inspection Report(s) to the local building department will be directly reimbursable with no mark up. Elevated Engineering will provide sufficient receipts of related government/local building department submittal costs/fees as well as proof of payment.

Elevated Engineering thanks you for this opportunity to be of service and looks forward to working with you. Should you have any questions or require additional clarification, please call 727-318-0887.

Elevated Engineering Services, LLC
CA # 31855

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by Daniel Sapp
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Daniel R. Sapp, PE
FL PE #86452

Client Acceptance of Proposal

Client _____

Signed by _____ Signature _____ Date _____



**C. Elevated Engineering Villa Project Administration Contract –
(Contract ATTACHED)**

At the October 27, 2022, Board meeting work was approved in the amount of \$4,900 to create an operation manual and to solicit bids for repairs recommended by the condition survey. The bids resulted in the selection of Wilson, Kehoe, Miller's selection to do the Villa repair/concrete project. However, the administration of the project was never approved. Board approval is needed for the Administration portion of the project for Elevated Engineering to be billed on an hourly basis. Scott has budgeted \$52,619.00 in the 2024-2025 Reserves for this contract. The board may want to place a not to exceed on the approval which requires board approval for expenses beyond this amount.

BOARD ACTION ITEM

D. Jenkins Restoration Remediation – Previously Jenkins Restoration presented their proposals for the remediation of 8 Units from mold caused by the Tower Roof Leaks based on the Spanos Environmental findings in the Total Amount of \$67,236.59.

At the April 9, 2024, meeting the Board postponed this action until Engineering Inspections & Restoration Services (EIRS) could review for proposals. Since then, EIRS has determined that they do not have the proper licenses and staff to perform this type of project.

The Board needs to understand that there are certain protocols & licenses required for this type of work, Jenkins has spent considerable time in these units to measure up all areas of concern & produce the required drawings & per unit costs for these units. If another contractor is entertained, they will need to visit all units and perform the same protocol.

Management has reached back out to Jenkins Restoration for a re-review of their proposal for possible reduced costs.

As of this 4/21/2024 writing management does not have the new Jenkins Restoration costs, if any, but hopefully will have new estimates for this meeting.

BOARD ACTION ITEM

E. 2024 Goals – The Board of Directors are requested to prioritize and agree upon three priority goals from the following list developed at the March meeting:

1. Complete the roof replacement in the tower and the Villa/Concrete project successfully, within scope, costs and schedule.
2. Improve communications with owners – listening to owner needs and wants and providing to owner's timely announcements, newsletters, agenda packages and notices.
3. Establish at least two functional committees to advise the board.
4. Execute a budget amendment.
5. Develop long-term plans for Palma 5.
6. Improve safety.
7. Streamline operations, including contract bidding and selection process, for accountability and delivery of high-quality services.
8. Institute electronic voting.
9. Implement a process for budget analysis and review with an active Finance Committee.



October 7, 2022

Scott Fisher
Resource Property Management
5901 Sun Boulevard, Suite 103
St. Petersburg, Florida 33715

Subject: Engineering Services Proposal – Revised 3.15.24
Palma del Mar 5 Condominium Association
6372 Palma del Mar Blvd South
St. Petersburg, FL 33715

Mr. Fisher,

As per your request, Elevated Engineering Services, LLC (Elevated Engineering) is pleased to provide this proposal for engineering services at Palma del Mar 5 Condominium in St. Petersburg, Florida. As per our conversation, it is Elevated Engineering's understanding that the Association is looking toward a repair project to address key issues identified in our previous report. The following proposal defines Elevated Engineering's proposed scope of work and compensation for the engineering services related to this project.

Scope of Work

Elevated Engineering proposes the following scope of work to address the engineering services requested at Palma del Mar 5 Condominium:

Project Manual

- ~~1) A Project Manual will be completed for the project. This project manual will include Project Information, Instructions to Bidders, Scope of Work and Bid Tab, General Conditions, Specifications and Drawings. The project manual will allow for a competitive bidding process with a defined scope so that all contractors are bidding on a so called "apples to apples" basis. This allows the association to compare bids from multiple contractors on an equal basis. As there are many options for restoration based on the association's budget and desire to balance future work versus current work, discussions will be undertaken with the Board in determining the desired contractor scope of work in the bid documents. Although bidding unlimited options is not practical due to difficulties in obtaining competitive bids without a tight scope of work, the Scope of Work and Bid Tab section will allow for several Owner Option Items if requested. When included in the Project Manual, these Owner Option Items allow the Board to consider several options when addressing a~~

3306 W Knights Avenue
Tampa, Florida 33611
727-688-3068

Bidding and Negotiations

- 1) ~~Elevated Engineering will assist in obtaining competitive bids from Licensed General Contractors who specialize in this type of repair work. If requested, Elevated Engineering will provide a list of contractors who have successfully completed similar projects with Elevated Engineering staff. However, it should be noted that Elevated Engineering does not have any financial relationship with the companies provided, nor does Elevated Engineering assume any responsibility for the performance of any contractor whose name it provides. Bidding and Negotiation services include the following:~~
 - a. ~~Elevated Engineering will conduct a mandatory prebid meeting onsite for the invited bidding contractors as well as the owner's representative.~~
 - b. ~~Elevated Engineering will create an addendum as a result of questions and requested clarifications from the bidding contractors.~~
 - c. ~~Elevated Engineering will compile the bids in a spreadsheet to allow the owner to compare bid prices of each of the contractors in a single document.~~
 - d. ~~Elevated Engineering will attend one board meeting where bid results will be presented by Elevated Engineering to the Board.~~
 - e. ~~If requested, Elevated Engineering will attend additional meetings and workshops discussing the bids. Please note, the amount of time required for this service is at the discretion of the owner, and therefore this additional service will be charged on an hourly and reimbursable basis as per the attached Unit Rate Fee Schedule.~~
 - f. ~~If requested, Elevated Engineering will assist in detailed contract negotiations with the contractor. This is not to be construed as legal advice as only the Association's Attorney may provide legal advice. However, Elevated Engineering can assist in the scope of work, bid cost and bid time portion of the negotiations. Please note, the amount of time required for this service is at the discretion of the owner, and therefore this additional service will be charged on an hourly and reimbursable basis as per the attached Unit Rate Fee Schedule.~~

Construction Administration

- 1) As restoration of existing structures or portions thereof is an ever-changing process, Elevated Engineering will assist in Construction Administration services as requested. While no restoration project goes perfectly and problems should be expected, Elevated Engineering will assist the owner in resolving issues with the contractor as they occur. Construction Administration services include:
 - a. Site Observations - Perform site observations during the project to observe construction in progress. These site observations are intended to allow Elevated Engineering to document repair quantities claimed by the contractor, discern potential discrepancies between the contract documents and work being performed by the contractor, gather necessary information to provide the contractor with additional instructions where field conditions are different than anticipated or repair conditions are different than anticipated in the contract documents, and observe the pace of the project. While site observations and construction administration by the Elevated Engineering in no way imply a guarantee or warranty of the work performed by the contractor, site observations and interaction with the contractor during the project are critical to the overall success of the project.



Palma del Mar 5 Condominium
St. Petersburg, Florida

- b. Attend Meetings – Periodic meetings with the contractor and owner’s representative will be scheduled. Additionally, if desired, periodic meetings with the board and/or residents may also be scheduled. By meeting on a routine basis, communication with all involved can be maintained.
- c. Process Pay Request – As contract documents will require payment to the contractor based on a unit rate and/or a percentage of work completed basis, Elevated Engineering will utilize information gained during the site observations to process the pay requests for the owner.
- d. Threshold Reports –Elevated Engineering will issue weekly threshold reports of work in progress and a threshold project completion letter, which will be submitted to the association and the local building department.

Compensation

Elevated Engineering proposes to be compensated for the above referenced scope of work at Palma del Mar 5 Condominium as follows:

Project Manual	\$3,100 Lump Sum
Bidding and Negotiation	\$1,800 Lump Sum
Construction Administration	On an hourly and reimbursable basis as per the included Unit Rate Fee Schedule.

Elevated Engineering proposes to provide any additional services not included within the defined portions of the scope of work on an hourly and reimbursable basis as per the included Unit Rate Fee Schedule. Alternately, at the client’s request, Elevated Engineering will provide an additional proposal for additional services as they occur.

Elevated Engineering thanks you for this opportunity to be of service and looks forward to working with you. Should you have any questions or require additional clarification, please call 727-688-3068.

Elevated Engineering Services, LLC
CA # 31855

Daniel Sapp
Digitally signed by Daniel Sapp
Date: 2024.03.15 16:09:50 -04'00'

Daniel Sapp, PE
FL PE #86452

Client Acceptance of Proposal

Client _____

Signed by _____ Signature _____ Date _____



NEW BUSINESS

New Business

A. 2024/2025 Insurance Renewal Proposal - The Associations 2024-2025 Budget reflects \$414,887.00 for Property, Liability & Workers compensation Insurance & \$34,800.00 for Flood Insurance.

**B. Villa Unit 219 Roof Repair –
(Contract ATTACHED)**

On April 3, 2024, Unit 319 notified management of the roof leaking substantially in their utility closet, next to the site of a prior leak which has been patched a few times. The leak was enough to fill the bowl around the light bulb in the closet.

This leak has been worked on in the past several times by another contractor and continues to fail.

Based on this information, management reached out to EIRS, the Associations current roofing contractor, to review for a proposal for repairs.

EIRS has submitted a proposal in the amount of \$6,578.00 to perform these repairs.

BOARD ACTION ITEM

**C. Finance Committee –
(Roles & Responsibilities Document ATTACHED)**

Board approval is needed for the formation of a Finance Committee, their Role & Responsibilities and members. Attached is a Roles & Responsibilities document. Additional members may be added in the future. Members to be appointed are Treasurer Nick Stambula, Jane Taylor, Wes Carter and Scott White.

BOARD ACTION ITEM

**D. Building and Grounds committee –
(Roles & Responsibilities Document ATTACHED)**

Board approval is needed for the formation of a Building and Grounds Committee, their Role & Responsibilities and members. Attached is a Roles & Responsibilities document. Additional members may be added in the future. Members to be appointed are Vice-President Anne Blakley, Margarita Nieto and Ann Grossman.

BOARD ACTION ITEM

**E. 3 – SOP Lease, Sales, Alterations –
(Lease, Sales & Alterations SOP's ATTACHED)**

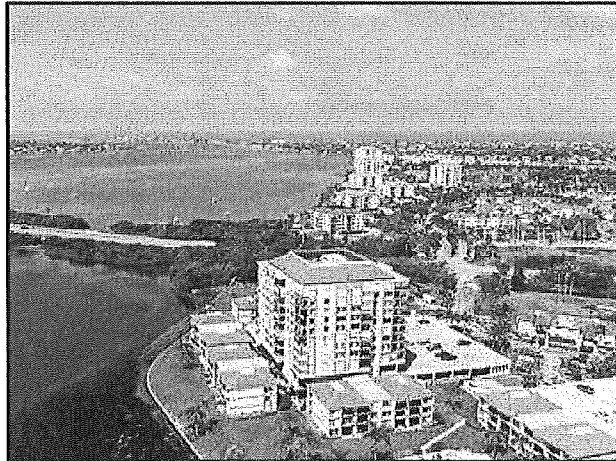
In order to comply with the condominium documents three Standard Operation Procedures have been prepared to describe the process. Board review and approval of these SOP's is requested.

BOARD ACTION ITEM



**State of Florida Certified General Contractor #1534479
5901 Sun Blvd., Suite #207
St. Petersburg, FL 33715**

***RE-HAB PROJECT RESTORATION EXPERTISE
PROJECT MANAGEMENT
PRACTICAL SOLUTIONS FOR COMPLEX PROBLEMS***



PROJECT DESCRIPTION: Villa Roof Leak Repair

6372 Unit 319

\$6,578.00

Palma Del Mar Condominium 5

6372 Palma Del Mar Blvd

St Petersburg, FL 33715

April 17, 2024

Property Manager:
Scott Fisher
Resource Property Management
sfisher@resourcepropertymgmt.com
727-864-0004



Palma Del Mar V Condominium Association, Inc
C/O: Resource Property Management

Attention: Scott Fisher

Property: Palma Del Mar V
St. Petersburg, FL

Regarding: Villa Roof Leak Repair Bid

Dear Association Manager,

Thank you for the opportunity to provide this proposal on your upcoming project. We, EIRS, are an extremely diverse company and unlimited in our Scope of Work capabilities as defined by the State of Florida. In the event that additional issues arise during the course of work we are completely capable of addressing them. Within our Staff we hold eight separate State of Florida Department of Professional Regulation Licenses.

Sincerely,
Tom Crosier, CGC
CEO/Managing Partner

Art Fleahman
President/Managing Partner



PROJECT DESCRIPTION:
Villa Roof Leak Repair

If retained, we will monitor the project and provide you with status reports. This approach is unique, but it works very well. Typically, you are provided with a "system" and left on your own.

That is not the case with us, as we provide proposals, guidance, repair installation, and constant monitoring.

The State of Florida General Liability Insurance Industry Standards require \$50,000 Property Damage and \$300,000 Public Liability. We greatly exceeded this minimum with coverage of \$1 million and \$2 million, respectively. We are also properly insured with Workman's Compensation.

This contract includes the cost of all labor, material, tools, equipment, transportation, supervision, management, on-site progress inspections, on-site safety meetings, Liability Insurance, Property Damage Insurance and Workman's Compensation Insurance to successfully complete the project as per the Specification provided by The Manufacturer of the Products being used.

All work shall be subject to inspection of the Owner, or Representative of the Owner, during the course of work. If a Change Order is necessary or desired, please contact us as all changes must be agreed upon in writing, with a deposit received before change order work will begin. Our workers are not to undertake additional work without our knowledge or written authorization.

Unforeseen Conditions:

Occasionally Unforeseen Conditions are beyond our control and can be discovered during the course of work. We will make every effort to make the Client aware of any conditions we "forecast PRIOR to the project" that are outside of the Scope of Work. In the event an unforeseen condition is discovered, the Owner or Representative will be made aware both verbally and in writing. It will be at the Owners or Owner's Representative discretion to accept any written **Change Orders** resulting from unforeseen conditions.

We will NOT invoice for Work performed outside of any written agreement between both parties. An additional Unforeseen Condition may include, but is not limited to, Weather Changes and Patterns, Product Availability, Raw Material Supply, and/or Cost of Material Increases (an issue in the industry) from the date of this bid to the date of acceptance.

Owner or Owners Representative are to arrange full access to areas and substrates being addressed. This may include electricity and water as well as coordination for removal of vehicles where applicable. The Owner shall provide at least four (4) parking

spaces for our storage container and worker vehicles on large projects upon request from EIRS when necessary.

We will coordinate well in advance regarding notification of areas to be addressed. On LARGE PROJECTS, areas will be performed in "scheduled sections" rather than the entire project. START TO FINISH in "sections" will minimize the inconvenience time for residents (unit access, moving cars, etc.).

Time is of the essence to this Contract and we start work at the agreed upon date and continue expeditiously and continuously without leaving the project until completion. This is subject to unavoidable delays such as weather, authorized adjustments or change orders, permits, hindrances, or issues beyond the control of the Client or us.

Permits if necessary... we are unlimited as to anything encountered (as per Florida Statute under our License). Some work may require a Permit. If so, we will bill additional and not marked up... pre-approved in writing. Structural issues (if encountered) may require the services of a Structural Engineer (**which we do have on staff if needed at additional expense**).

Point of Contact:

The Owner, or Owners Representative, shall provide a "direct point of contact". A single person point of contact (Manager/Maintenance). This is the best way to provide ultimate results and seamless project results rather than having multiple residents involved.

We will provide the Client (The Owner or Owners Representative) a "direct point of contact". This is important and serves as a direct and open line of communication for any concerns. Allowing you to be in contact with Engineering Inspections & Restoration Services (EIRS) by cell phone (call or text), office phone, or email. Direct Cell Phone contact in the industry is unusual "*IN THE COMMERCIAL CONTRACTING INDUSTRY*" with the "Owner" but it is OUR POLICY.

Property Damage:

We have the right of first refusal to correct any damage we have created as a result of the project. In the event of any property damage we have created during the work, we will rectify in a timely manner at our sole expense.

Payments:

A payment schedule has been outlined below. Payments will be requested as the project progresses and are given a net **15 days from the date of invoice**. Any accounts sent to collections may be inclusive of all incurred late fees at 2% interest, collections and/or legal fees due by the Client dependent on circumstances.

It is UNDERSTOOD that "turn -around time" of Payments may exceed our required 15 days, if this is the case, please make us aware in advance.

We retain the right to cease and desist from the project if the account is not current in payments.

Thank you for the opportunity to provide a bid on your project. We are a completely different type of "Hands On" Company with extensive experience and assured you will be very pleased with the results.

This Proposal is valid for **30 days** from the date of this proposal.

Tom Crosier, Managing Partner & CEO
State of Florida DBPR CGC #1534479
State of Florida DBPR CEU Provider #PVD231
(727) 282-9495
tom@EIRSflorida.com

Art Fleahman, Managing Partner & President
NACE Certified Coatings Expert
(716) 572-5358
art@EIRSflorida.com

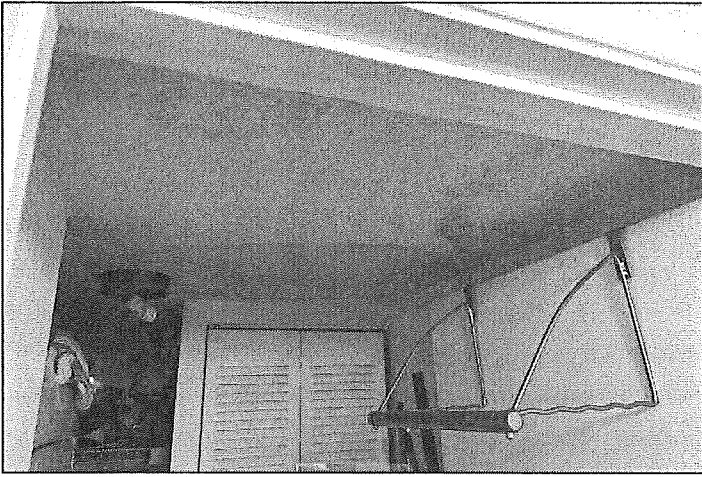
EIRS Scope of Work:

Villa Unit 319:

- Remove existing tile at the tie-in with the low slope gravel roof.
- Replace any damaged decking at \$125.00 per 4' x 8' sheet and lumber at \$8.50 per linear foot as required.
- Spud back gravel at existing tie-in and apply primer to ensure proper adhesion of new roofing material at tie-in.
- Install new granulated modified bitumen cap sheet
- Replace the lead flashing at the 3" plumbing stack.
- Install new Polyglas TU max tile underlayment on the slope roof.
- Reinstall the tile at the tie-in.
- Provide a 1-year material and labor warranty.
 - Please note that this is for the repair to the roof only, it does not include repairs to the drywall within the unit. However, we would be happy to supply a quote for those repairs as well.

Example Photos:







Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CROSIER, THOMAS PAUL

ENGINEERING INSPECTION & RESTORATION SERVICES LLC
12498 LONGSTONE COURT
TRINITY FL 34655

LICENSE NUMBER: CGC1534479

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

GCG #1534479

Additional State of Florida DBPR Licenses Held Within Our Office:

Tom Crosier Certified General Contractor #1534422

Tom Crosier Certified General Contractor #1513754

Tom Crosier PVD #231 PROVIDER (DBPR Instructor)

James Kass Certified General Contractor #061032

James Kass Certified Roofing Contractor #1325495

Simon Fridman, PE Certified Structural Engineer #43756

Peter Brownrigg, AIA Certified Architect #AR96038

(All of the above on a State Level with the DBPR)

You may accept our proposal by signing and returning by email:

Vanna@eirsflorida.com

Office@EIRSflorida.com

BID PAGE:

Repair to leak identified in current roof system. This bid includes all materials, labor, equipment, insurances, and project management.

MAIN BID: \$6,578.00

Potential Change Orders:

It is essential to underscore that no Change Orders will be carried out without the explicit prior approval of the Association. In such instances, a comprehensive explanation, accompanied by visual documentation, will be provided.

Additionally, it is imperative to acknowledge the unpredictability of the Local Official Building Inspector and their unique stipulations. These regulatory requirements are subject to variation from one municipality to another, often necessitating compliance with specifications that may differ significantly from prior experiences.

**Payment Terms: This proposal is valid for 30 days
50% upon acceptance of Proposal
50% at 100% Completion**

START DATE: To Be Determined by EIRS After the Receipt of Initial Deposit
PROJECTED END DATE: Not to Exceed **Two Weeks** from Start Date
(Weather dependent)

Acceptance of Proposal:

Client Printed Name:

Client Signature:

Date: _____

EIRS Managing Partner Printed Name:

EIRS Managing Partner Signature:

Date: _____

Finance Committee member expectations:

- Attend and prepare for meetings, reviewing material and presenting agreed upon tasks.
- Contribute the hours necessary each month in meeting attendance and follow-up on assigned tasks (after initial set up, anticipate 4 hours/month).
- Agree to keep confidential any information that might be detrimental to an owner.

Liaison to:

- Insurance broker

Responsibilities of Finance committee:

- The condominium Treasurer is a member of the committee and will act as liaison to the Board. The Treasurer may chair the committee or have one of the members chair the committee.
- Assist the management company with creating and managing the annual operating and reserve budget.
- Prepare and distribute to the board and members timely, accurate, and user-friendly financial reports.
- Establish financial goals and policies for review by the board.
- Review operations to identify potential savings/potential new revenue sources and create a plan to recommendations for the board.
- Create internal controls for Association cash payments – i.e. laundry, watercraft registration etc.
- Establish an investment strategy for the Reserve Funds.
- Establish a line of credit.
- Review monthly invoices and check/payment register.
- Review and monitor financial statements, bank reconciliations, insurance policies, reserves, and investments to ensure the numbers are correct and align with the budget.
- Oversee and monitor the various insurance policies of the Association.
- Understand and abide by rules and laws that govern financial management for Florida condominiums.
- Implement any needed safeguards to protect the organization's assets.
- Make recommendations to the condominium board for implementation of policies, programs, etc. for all financial and insurance items.

Grounds & Building Committee member expectations:

- Attend and prepare for meetings, reviewing material and presenting agreed upon tasks.
- Contribute the hours necessary each month in meeting attendance and follow-up on assigned tasks (after initial set up, anticipate 4 hours/month).
- Agree to keep confidential any information that might be detrimental to an owner.

Liaison to:

- Maintenance Contractors
- Lawn Contractors
 - Lawn
 - Irrigation
 - Gardening Team
- Reserve Improvement Project Contractors
- Maintenance, Housekeeping and Property Manager (to receive updates on new issues, follow up on completed repairs and notification when repair contractors are on site (to inspect, give estimates to common areas, etc.).

Responsibilities of Grounds & Building Committee:

The Building and Grounds committee shall meet on a monthly basis or as needed and is responsible for:

1. Proposing an annual budget that represents the needs of maintaining and improving all property and equipment. Specific line items will be included in anticipation of future replacement or major repair costs to structures and equipment, e.g., such as repairs/replacement to mechanical, plumbing and electrical systems.
2. Monitoring, and administering bicycle and watercraft storage.
3. Monitoring and administering the Parking Program including tracking the use of owner approved spaces by others.
4. Reviewing and approving alteration requests for interior (per condominium documents) or exterior (hurricane shutters, storm doors, windows, sliders, etc.) that requires city permits.

5. Annual inspection and review of conditions of all building exteriors; the tower halls, lobbies and recreation rooms; the pool and restrooms; all grounds and parking areas (or more frequently as necessary).
6. Recommending changes or enhancements/maintenance regarding grounds and structures including but limited to: pool and watercraft tiki coverings/structures, gazebo, pool, spa and deck, seawall, dock and stairs to the water, parking areas, sidewalks, signage, interior and exterior lighting, laundry room, recreation room, elevators and all common areas spaces. Create a calendar to track weekly through annual maintenance and housekeeping contracted duties and a calendar for existing semiannual or annual maintenance performance schedules such as the generator, fuel take, elevator, air conditioning system etc.
7. Creating and maintaining an inventory of all furnishings and equipment. Identifying any missing equipment and identification of replacements/repairs. As equipment is replaced, updating the inventory list to reflect such changes.
8. Creating a hurricane preparedness plan for the Board's consideration.
9. Evaluating building and grounds for enhanced access and mobility for those with impairments.
10. Evaluating repair and maintenance needs and recommending changes or enhancements to building security and security systems including but not limited to fire suppression systems, lighting (both interior and exterior), cameras, door locks.
11. Maintaining a list of Association contractors along with a calendar of contract expirations dates, in collaboration with the presiding Secretary.
12. Reviewing maintenance and repair contracts and providing a recommendation to the Board of Directors during renewal or newly provided service, in collaboration with the presiding Secretary.
13. Developing and drafting maintenance policies, procedures and schedules for approval by the Board of Directors.

Lease Applications – SOP

PURPOSE: To comply with the Association Documents. According to the Declaration of Condominium 15.2, all leases and occupancy of a unit shall be subject to prior approval of the Association. Section (C) requires proposed leases to be submitted not less than twenty days (20) days prior to the lease commencement, pay an application fee (\$50 for a lease less than a year, \$100 for a lease one year or more to cover a background check), provide an application, copy of the proposed lease and allows the Board of Directors or their appointed committee to interview the potential tenant. The Declaration also allows for a lease addendum appointing the Association as agent for the owner to enforce the lease, including eviction of the tenant as deemed necessary; security deposit to protect damages to common elements. Twenty (20) days after receipt of the application, fee and all required information (longer if an interview is required) the Association is to notify of approval or disapproval. Disapproval is allowable for the following reasons:

- prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community,
- a history of evidencing actions which indicate a disregard for or indifference concerning, rules and regulations associated with community living.
- Providing untimely, false, or incomplete information in connection with the application.
- Delinquent monetary obligations owed to the Association.
- Leases within one year of ownership transfer per the Articles.

PROCESS:

1. The owner shall fill out and submit to the management company, the sales/lease application found on the Palma 5 website www.palma5.com at least twenty (20) days prior to the lease commencement, along with a payment.
2. Once the management company has the payment fee and has verified the additional requirements:
 - a. Application fee of \$50 by check or money order to Palma Del Mar 5. The check information will appear on the bottom of the first application page,
 - b. 30-day minimum rental period,
 - c. No pets for short term rentals, annual renters may have 1 pet with permission from the unit owner and the Board,
 - d. All guests free. Any guest while the owner is not present for 7 days consecutively or 30 days within a calendar year to be processed as a tenant and charged the \$50 application fee.

The completed application and any additional requested information such as a background check, the package of information shall be sent to all board members.

3. For leases less than a year, if upon verification there is no history of rule and regulation disregard, and the owner is not delinquent for monetary obligations the

lease will be approved and the Board Secretary will notify the management company and owner of the approval and record the information on the lease spreadsheet tracker.

4. For leases of one year or longer, the board may request a zoom interview. Tenants must not have a prior criminal record which could pose a potential threat to the health, safety or welfare of the community or a history of disregard of rules and regulations. The owner must also not be in delinquent monetary obligations to the Association. If this criterion is met, the Board Secretary will mark the application approved and send a copy to the management company and owner and record the information in the lease spreadsheet.
5. All leases and their disposition will be included in the next Board of Directors meeting agenda for official action/ratification.

Sales Applications – SOP

PURPOSE: Article 4 of the Association Bylaws: Powers and Duties of the Board of Directors, section 4.15 states: To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium. To impose a lawful fee in connection with the approval of the transfer or sale of units, not to exceed the maximum amount permitted by law in any one case.

Article 15 of the Declaration of Condominium 15.1 states: Transfers. No owner may dispose of a unit or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the price, anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed sale or transfer is to be made and such other information as may be reasonably required by the board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer. Within thirty (30) days after all information reasonably request by the Board of Directors has been received, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the board of Directors to notify the owner within such thirty (20) days shall be deemed approval.

PROCESS:

1. The seller shall fill out the sales/lease application found on the Palma 5 website www.palma5.com and submit it to the management company along with a payment of \$100.00.
2. Once the management company has the payment, complete application and any additional requested information, the sale information shall be placed on the board agenda for consideration and action if the thirty-day review period can be met.
3. If the thirty-day review period cannot be met, the management company will send the application and material to all the board members. The Board Secretary will ask board members if there are any concerns with the application, and if hearing none, will provide approval of the sale and provide notification to the owner and management company. The application will then be placed on the next board agenda for ratification.
4. If the thirty-day review period cannot be met, and the Board Secretary receives concerning feedback from board members, a special meeting of the board may be scheduled to review, discuss and act on the application.
5. Once a sales application is approved, the Board Secretary will add it to the tracking spreadsheet of condominium sales.

Alteration Applications – SOP

PURPOSE: Internal or external alterations may impact neighboring units, affect load-bearing walls, make visual changes on the outside of the building (storm shutters, windows, screens and sliding doors) or modify plumbing and electrical systems. To ensure that alterations made by unit owners are performed in a manner that preserves building safety and structural integrity an *Alteration Application* must be submitted, reviewed and approved prior to any work starting. Cosmetic changes such as painting, molding/baseboard replacement, removal of popcorn ceilings, etc. do not require application. If there are questions concerning the need for an application, they should be directed to the chair of the Building & Grounds Committee.

The Declaration of Condominium – Article 12 contains detailed information about Association and unit owner maintenance and modification responsibilities. All contractors performing work on the condominium property must be properly licensed in the State of Florida and fully insured for the work performed.

PROCESS:

1. Palma 5 owner fills out Alteration Application available on the website and submits it to the management company.
2. The management company sends the application to the Buildings & Grounds Committee chair.
3. Within 7 days, the Committee chair or appointed volunteer or subcommittee reviews the application to ensure it is filled out completely and all required information has been provided. If the application is incomplete, it is returned to the owner to add the needed information.
4. If the application is for flooring, hurricane shutters; windows, sliders, screens; or any item for which the association has specifications, the reviewer verifies that the specifications are indicated in the application. If there is no mention of the specification in the application, it will be returned to the applicant so they can include the specifications.
5. Applications that are complete and comply with all requirements will be approved within 10 days. The reviewer will sign, date and return a copy to the applicant, management company and file the original. The reviewer will also fill out the tracker spreadsheet which lists all Alteration Applications.

6. The application may be denied if the contractor indicated on the application has demonstrated a past performance of poor workmanship or disregard for contractor rule compliance.
7. If the reviewer has concerns due to the scope or complexity of the improvement, they may request a copy of the city permit when they are issued for inclusion with the filed application.

F. Sales Application of Unit 313 Ratification- Due to time limitations this sales application could not be presented to the board in advance for approval. Closing on the property occurred on the 17th. The application was reviewed, and the background check was good. Andrew & Teresa Hamilton have sold their condominium to Dr. Sandeep Naresh Chugani a physician for Optum Health. Ratification is requested. **BOARD ACTION ITEM**

G. Lease Application for unit 106 Ratification-A lease was approved for the month of April for owner Bill & Susie Kinman unit 106 for owner Scott & Jill White and their visiting family. Ratification is requested. **BOARD ACTION ITEM**