

# ***Nob Hill Business Center Condo Association Board Meeting Agenda***

<b><i>Board Quorum</i></b>	<b><i>Board Members</i></b>
<b><i>In Person</i></b>	<b>Timothy Smith, Chairman</b>
<b><i>In Person</i></b>	<b>Roger Krahl, Vice Chairman</b>
<b><i>Via Zoom</i></b>	<b>Darrin Mossing, Treasurer</b>

**December 5<sup>th</sup>, 2023  
2:30 PM to 4:00 PM ET  
Join Zoom Meeting**

<https://us06web.zoom.us/j/84244585770?pwd=anRmcVbT7aYAXiS2AS29IsIwuQGEj.1>

**Meeting ID: 842 4458 5770  
Passcode: MTB6Sz**

**GMS-SF, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351**

<https://www.nobhillbusinesscenterca.com/>

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1. Roll Call
  2. Approval of the November 20<sup>th</sup>, 2023 Meeting Minutes
  3. Field Report, Patrick Burgess
    - a. Completed Projects:
      - i. Tree Trimming Vendor identified and contracted.
        1. The Annual Maintenance was Completed for the property.
      - ii. Parking Lot vendor identified and contracted.
        1. All Nine parking Lot Lights Replaced
      - iii. Pressure Cleaning Vendor identified and contracted.
        1. All Walkways Completed.
      - iv. Emergency Towing Vendor Identified and Contracted.
    - b. Roof Leak Update & Status Discussion
      - i. Roof Leak Update & Status Discussion
        1. EAST BUILDING:
          - a. Received an email from Mohammad Arif (Unit 5365) about a leak.
            - i. A1 Duran will be coming out to take a look at it.
              1. Reports of Moon Light Concerns
              2. Anticipate on-site next week.
            - ii. No other reported leaks
          2. WEST BUILDING:
            - a. The offices of GMS, SCEC, and Susie's all had leaks due to the rains.
              - i. Storm Shield was onsite on 11-17-2023

# ***Nob Hill Business Center Condo Association***

## ***December 5<sup>th</sup>, 2023 Meeting***

- ii. Root issue of Gutters was reported. Water test being scheduled to confirm.
    - iii. Warranty questions were reported; a written report was requested.
    - iv. Site Visit Requested Prior To Thanksgiving; not yet confirmed.
  - c. In Progress Projects:
    - i. East Building Gutter Project
      - 1. A1 Duran Vendor contracted for \$6,000
      - 2. Gutters installed
      - 3. Recent leaks need to be addressed.
      - 4. December 2023 Completion Anticipated.
    - ii. West Building Gutter Project
      - 1. Not yet Contracted.
      - 2. Storm Shield Vendor provided a quote for \$7,500
      - 3. December 2023 Completion is Anticipated if the Board approves.
    - iii. Dead Tree Removal Project
      - 1. \$4,750 Quote received.
      - 2. Anticipated Completion In December 2023 if the Board approves.
    - iv. Removal of Damaged Fence By Canal
      - 1. \$2,200 Quote received.
      - 2. Anticipated Completion In December 2023 if the Board approves.
    - v. Pothole Parking Lot Repair
      - 1. \$2,500 Fee Range Anticipated
      - 2. Anticipated Completion In December 2023 if the Board approves.
- 4. Discussion of and Ratification of Insurance Policy and Premiums
  - a. Fees Materially Increased
  - b. Wind coverage and Hurricane Reinsurance Market Changes Following The Ian and Nicole storms
  - c. We had our broker do a market search; these are the new market rates for Florida.
- 5. Discussion of Existing Reserved Parking Policy
  - a. Board to discuss infractions and any additional future actions.
- 6. Ratification of Final Payment to A1 Duran for Final Roof Project and Additional Work Authorization
  - a. Discussion of History with Roof Issues

# ***Nob Hill Business Center Condo Association***

## ***December 5<sup>th</sup>, 2023 Meeting***

- b. Discussion of Remediation While Maintaining Warranties
7. Financial Report as of October 31<sup>st</sup>, 2023
- a. Balance Sheet and Profit and Loss
  - b. Assessment Collection Report & Status
8. Discussion of Additional Capital Expenditure Needs
- a. Review The Proposed 2024 Capital Expenditures Forecast
    - i. ADA Parking Lot Compliance Remediation
      - 1. Board Decision to Allocate \$15,000 to this Project in 2024.
      - 2. Continue into 2025
    - ii. ADA Lighting Remediation
      - 1. 2-Way Floodlights in front of all units - \$12,620.22
      - 2. 4-foot LED Lighting in front of all units - \$17,941.41
      - 3. Board Decision to Allocate \$18,000 to this Project in 2024
    - iii. Stucco Repair and Building Painting
      - 1. Eagle Painting - \$39,200
      - 2. HPC Painting - \$68,985
      - 3. MTD Painting - \$43,000
      - 4. Board Decision to allocate \$37,281 to this Project in 2024
  - b. Review the Proposed 2025 Capital Expenditures Forecast
    - i. Continue the ADA Parking Lot Compliance Remediation Project into 2025
    - ii. Continue the Stucco Repair and Building Painting Project into 2025 As Needed
      - 1. We had three bids ranging from \$39,2000 to \$68,985.
      - 2. Additional negotiation with the vendors will occur given the diversity of pricing we received.
      - 3. We will do as much as we can afford in 2024 and have additional funds allocated in 2025 only if needed.
    - iii. Irrigation End-Of-Life Replacement
      - 1. Only 1 of 4 zones is currently working properly today.
      - 2. We anticipate \$6,000 will be needed to replace this system.
      - 3. The existing quotes below will have expired, and we will need to get new quotes for next year.

# ***Nob Hill Business Center Condo Association December 5<sup>th</sup>, 2023 Meeting***

- a. BP Sprinklers - \$3,490
- b. Classic Sprinklers, \$3,200
- c. ABBA Irrigation - \$3,500

## iv. Landscaping & Beautification Project

- 1. Plan to prepare a statement of work and RFP in mid-2024 for consideration in the 2025 budget.
- 2. Likely a \$40K budget will be needed for this Project if approved.

## c. Discussion of Other Project Needs Not Yet Identified On The Logs

## 9. Review and Adoption of the Proposed 2024 Budget

- a. Review of Proposed 2024 Operating and Capital Budget with discussion of key changes
- b. Board Vote

## 10. Ratification Of Community and Lifestyles Management Services Agreement

## 11. Discussion and Finalization Of Planned Meeting Calendar For 2024

## 12. Updated Association Contact Listing

## 13. Adjournment

# ***Nob Hill Business Center Condo Association December 5<sup>th</sup>, 2023 Meeting***

Topic: Nob Hill Business Center Condo Association Board Meeting  
Time: Dec 5, 2023 02:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84244585770?pwd=anRmcVbT7aYAXiS2AS29Is1wuQGfEj.1>

Meeting ID: 842 4458 5770

Passcode: MTB6Sz

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One tap mobile

+13017158592,,84244585770#,,,,\*767849# US (Washington DC)

+13052241968,,84244585770#,,,,\*767849# US

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Dial by your location

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 876 9923 US (New York)

• +1 646 931 3860 US

• +1 507 473 4847 US

• +1 564 217 2000 US

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 689 278 1000 US

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 408 638 0968 US (San Jose)

Meeting ID: 842 4458 5770

Passcode: 767849

Find your local number: <https://us06web.zoom.us/u/kcfEKjRc4q>

# ***Nob Hill Business Center Condo Association***

*December 5th, 2023  
Meeting Agenda Packet*

## ***Agenda Topic***

***#2:***

***Approval of the Meeting Minutes  
from the November 20<sup>th</sup>, 2023 Meeting***

**MINUTES OF MEETING  
NOB HILL BUSINESS CENTER CONDO ASSOCIATION**

A meeting of the Officers of the Nob Hill Business Center Condo Association was held on Monday, November 20<sup>th</sup>, 2023, at 3:00 PM via Zoom Teleconference.

Present and constituting a quorum were:

Timothy Smith	Chairman (State Contracting & Engineering Corp.)
Roger Krahl	Vice Chairman (American Top Team of Sunrise)
Darrin Mossing	Treasurer (GMS-SF, LLC)

Also, present were:

Patrick Burgess	GMS-SF, LLC
Keith Nelson	GMS-SF, LLC

*(Minutes are summarized)*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Smith called roll and stated we have quorum to move forward.

**SECOND ORDER OF BUSINESS**

**Approval of April 12<sup>th</sup>, 2023, Meeting Minutes**

Mr. Krahl moved to approve the minutes of the April 12<sup>th</sup>, 2023, meeting.

On MOTION by Mr. Krahl seconded by Mr. Smith, with all in favor, the Minutes of the April 12 <sup>th</sup> , 2023, Meeting were approved.
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## **THIRD ORDER OF BUSINESS                      Field Report**

Mr. Burgess gave an update on recent work that has been completed, including an update on tree trimming that was completed for the property since the last meeting. He also shared a parking lot vendor was identified and contracted for the community. Nine (9) parking lot lights were replaced. A Pressure cleaning vendor was identified and contracted in all walkways were cleaned. Lastly, an emergency towing vendor was identified and contracted for the community.

Mr. Burgess also provided an update on the status of roof leaking in the community. He shared that there were recent storms and there were reports of leaks occurring in both the East and West Buildings.

Specifically, Mr. Mohammad Arif (Unit 5365) reported a leak. The A1 Vendor was on site to inspect the work and had concerns that the leaks may be related to Moon Lights. The vendor anticipates being on site in the next week to inspect the unit.

In addition, the offices of GMS, SCEC, and Susie's all had leaks due to the rains. The Storm Shield vendor was onsite on November 17<sup>th</sup>, 2023, and identified that the root issue of these leaks was the gutter issue not being the right size for the building. A water test is being scheduled to confirm that status. The vendor was requested to be contacted and is anticipated to be on site after the Thanksgiving holiday.

## **FOURTH ORDER OF BUSINESS                      In Progress Field Projects**

### **A. Discussion of East Building Gutter Project**

Mr. Burgess reports that the A1 Duran vendor was previously contracted for an amount of \$6,000 to install new gutters in the East Building. Mr. Burgess provided an update that the gutters were replaced. Mr. Krahl mentioned he had no leaking after the recent rains.

### **B. Discussion of West Building Gutter Project**

A discussion occurred on the need to install new gutters for the West Building as well. Mr. Nelson reported that additional negotiations with potential vendors needed to occur with Mr. Burgess prior to contracting for this service as the preliminary costs received were more expensive for the West Building than what was completed for the East Building.



On MOTION by Mr. Mossing seconded by Mr. Krahl, with all in favor, to approve an amount not to exceed \$7,000 to replace the gutters on the West Building.

### **C. Discussion of the Dead Tree Removal Project**

Mr. Burgess provided a summary of the status of the proposed dead tree removal project. The Board discussed the scope of this project and confirmed it was needed.

On MOTION by Mr. Mossing seconded by Mr. Smith, with all in favor, to approve an amount not to exceed \$3,750 to remove the dead trees.

### **D. Discussion of the Damaged Fence By The Canal Project**

Mr. Burgess provided a summary of the status of the proposed fence removal project including his correspondence with the City of Sunrise regarding this matter. The scope of this project is to remove the damaged fence and not replace it at this time. This will include removing landscaping to gain access to the fence.

On MOTION by Mr. Smith seconded by Mr. Mossing, with all in favor, to approve an amount not to exceed \$2,200 to remove the fence.

### **E. Discussion of the Pothole Parking Lot Repair Project**

Mr. Burgess provided a summary of the status of the pothole repair project. Mr. Smith provided some guidance as to the proper techniques needed for the repairs. Mr. Krahl shared that he would send Mr. Burgess two potential vendors for him to contact for this repair.

On MOTION by Mr. Mossing seconded by Mr. Krahl, with all in favor, to approve an amount not to exceed \$2,500 to remove the fence.

**FIFTH ORDER OF BUSINESS**

**Insurance Premiums**

Mr. Nelson provided a brief update on the material insurance premium increases received. He shared that he is seeing this in other parts of the industry as well and shared that our insurance agents have stated their reinsurance rates have changed and this is a market change for the State of Florida. Mr. Nelson shared that we would discuss this topic in more detail when we review the Proposed 2024 Budget later in the agenda.

**SIXTH ORDER OF BUSINESS**

**Reserved Parking Policy**

The board discussed our existing reserved parking policy. Mr. Smith shared that the current parking policy is a “First Come, First Served” policy. Mr. Mossing shared that the use of Cones is not specifically allowed, and people could move the cones and park in the spaces if desired. Mr. Smith shared that he wants to evaluate the merits of a dispute resolution committee for the Association to review potential infractions. Mr. Smith shared that we do not want to act on a change of the Reserved Parking Policy at this time, but it may be considered in the future.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Final Payments To  
The A1 Duran Vendor for the  
Roof Projects and additional  
Work Authorizations**

The board discussed that funds have been held in reserve regarding the defects with the roofing in the Association. Now that A1 Duran has re-engaged with the Association, following the demand letter that was sent, the Board wants to release some of these funds. Mr. Mossing shared that we have held around \$60,000, including the recent \$6,000 work authorization, in reserve and have not released payment to the A1 Duran vendor.

Mr. Mossing proposed to release half of the funds held in reserve to the vendor immediately. Mr. Mossing requested that Mr. Nelson contact the Association’s counsel, Peters and Peters, PLLC, and begin the paperwork for the release and final payment to the vendor.

Mr. Smith requested that Mr. Burgess schedule a meeting with A1 Duran to discuss the close-out on this matter and to discuss roof warranties, etc. Mr. Burgess to schedule either a face-to-face or virtual meeting.

On MOTION by Mr. Mossing seconded by Mr. Krahl, with all in favor, to release half of what is held in reserve as payment to the A1 Duran.

**EIGHTH ORDER OF BUSINESS**

**Financial Report as of  
October 31, 2023**

**A. Balance Sheet and Profit and Loss**

**B. Assessment Collection**

The financials were included in the Agenda but were not discretely discussed. No specific motion to approve the financial package was made.

**NINTH ORDER OF BUSINESS**

**General Background Discussion  
of Proposed Capital Expenditure  
Needs For 2024**

**[ See the Draft 2023 Capital and  
Proposed 2024 Capital Project  
Schedule ]**

**A. Discussion of the ADA Parking Lot Compliance Remediation  
Project**

The Board discussed the need to advance the ADA Parking Lot Compliance Remediation project. The proposed plans were submitted to the City of Sunrise for approval. The next steps would be to select a vendor and submit a detailed Statement of Work to the City of Sunrise for Approval. Mr. Burgess estimated that this project could be between \$50,000 and \$60,000; pricing will not be available until vendors are identified and quote the repairs pending City of Sunrise approval.

**B. Discussion of the ADA Lighting Remediation Project**

The Board discussed the need to replace the exterior lighting representing 32 fixtures in the Association. Mr. Burgess had received quotes for two options: 1) 2-Way Floodlights at \$12,620.22 and 2) 4-foot LED Lighting at \$17,941.41.

**C. Discussion of the Stucco Repair and Building Painting Project**

The Board discussed the need to repair the stucco and paint the building. Mr. Burgess reported that water is leaking in the stucco and may be contributing to the water

leaking reports in the Association. Mr. Burgess had received quotes from three vendors: 1) Eagle Painting at \$39,200, 2) HPC Painting at \$68,985, and 3) MTD Painting at \$43,000.

#### **D. Discussion of the Irrigation End-of-life Project**

Mr. Burgess discussed the need to replace the irrigation system which has an end-of-life status and had received quotes from three vendors: 1) BP Sprinklers at \$3,490, 2) Classic Sprinklers at \$3,200, and 3) ABBA Irrigation at \$3,500.

#### **E. Discussion of the Landscaping and Beautification Project**

Mr. Burgess shared that landscaping for the Association is costly. He suggested a budget of \$40,000 as a placeholder pending a defined scope of service and his approaching vendors to quote the project.

#### **F. Other Capital Needs**

No additional projects were discussed for consideration.

### **TENTH ORDER OF BUSINESS**

#### **Review of the Draft Proposed 2024 Budget For Initial Board Feedback before the next Board Meeting Scheduled On December 5<sup>th</sup>, 2023, Meeting.**

The Board reviewed actual YTD 2023 Results along with the proposed 2024 Budget for the assessments, operating expenses, and capital expenses. Feedback on recommended changes was discussed and a revised budget will be prepared for the December 5<sup>th</sup>, 2023, meeting. The Board plans to adopt the 2024 budget at this meeting.

#### **A. Key Operating Budget Variances 2023 to 2024**

Insurance costs have materially increased in the State of Florida. The 2023 budget was \$33,052 and the proposed budget for 2024 will be \$98,359. The Repairs and maintenance original 2023 budget was \$13,963. Full Year 2023 Expenses are anticipated to be \$37,561 with committed and approved projects; a forecast of \$29,000 is planned for 2024.

### **B. Key Capital Budget Variances 2023 to 2024**

After the Board reviewed the Capital Project Recommendations, they provided direction to allocate \$15,000 to the ADA Parking Lot Project in 2024 and continue this project into 2025; authorized a not to exceed \$18,000 amount for the ADA Lighting Project for 2024; and move approximately \$37,000 to Repairs which would include part of the Stucco And Repair project as Mr. Smith feels addressing on of the water leaking issues once and for all is paramount. If the final costs exceed our budget, we will continue the projects into 2025 along with other capital projects needs.

On MOTION by Mr. Smith seconded by Mr. Mossing with all in favor, to allocate a not-to-exceed \$18,000 for the ADA Lighting Project and \$15,000 to the ADA Parking Lot Project in 2024.

### **C. HOA Income and Assessments**

The Board reviewed the proposed 2024 HOA Assessment Income schedule calling for an Association income of \$250,000 in 2024. The allocation charts show both the 2023 and 2024 proposed monthly fees for each owner.

### **ELEVENTH ORDER OF BUSINESS      Discussion and finalization of a Planned Meeting Calendar for 2024**

Mr. Nelson shared that we would have this topic on the agenda for the Board meeting scheduled on December 5th, 2023.

### **TWELFTH ORDER OF BUSINESS      Adjournment**

Mr. Krahl thanked all involved for all of the great work.

On MOTION by Mr. Krahl seconded by Mr. Smith with all in favor, the meeting was adjourned at 4:12 PM.

[ SIGNATURES ON THE FOLLOWING PAGE]

November 20<sup>th</sup>, 2023,

Nob Hill Business Center Condo Association

November 20<sup>th</sup>, 2023, Meeting Minutes Approved:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Signed Date

# ***Nob Hill Business Center Condo Association***

*December 5th, 2023  
Meeting Agenda Packet*

## ***Agenda Topic***

***#7:***

***Financial Reports as of October 31<sup>st</sup>, 2023***

# Nob Hill Business Center Condo Association

Monthly Financial Statements

Month Ending:

October 31, 2023



## Nob Hill Business Center Condo Association Inc

11/17/23

## Balance Sheet

Accrual Basis

As of October 31, 2023

	<u>Oct 31, 23</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Regions Checking	49,063.11
Total Checking/Savings	<u>49,063.11</u>
Accounts Receivable	
Accounts Receivable Operations	
American Top Team of Sunrise	911.05
DA Medical Warehouse	-1,822.10
Pulice Land Suveyors	1,011.29
Spiritual Warfare Church	9,101.61
Total Accounts Receivable Operations	<u>9,201.85</u>
Total Accounts Receivable	<u>9,201.85</u>
Total Current Assets	<u>58,264.96</u>
<b>TOTAL ASSETS</b>	<b><u>58,264.96</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Opening Balance Equity	24,080.65
Retained Earnings	79,875.66
Net Income	-45,691.35
Total Equity	<u>58,264.96</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>58,264.96</u></b>

## Nob Hill Business Center Condo Association Inc

## Profit &amp; Loss

11/17/23

January through October 2023

Accrual Basis

	<u>Jan - Oct 23</u>
<b>Income</b>	
HOA Income	129,273.50
Miscellaneous Income	5,182.12
<b>Total Income</b>	<u>134,455.62</u>
<b>Gross Profit</b>	134,455.62
<b>Expense</b>	
Annual Corporate Fee	61.25
Bank Fees	671.84
Insurance Expense	73,898.84
Landscaping	11,381.16
Management Fees	13,125.00
Miscellaneous	5,205.12
Postage and Delivery	59.59
Professional Fees- Legal	487.50
Professional Fees- Tax Return	500.00
Recycling	16,210.45
Repairs and Maintenance	18,561.00
Utilities	39,985.22
<b>Total Expense</b>	<u>180,146.97</u>
<b>Net Income</b>	<u><u>-45,691.35</u></u>

**Nob Hill Business Center Condo Association Inc**  
**Profit & Loss**

11/17/23

Accrual Basis

January through October 2023

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	TOTAL
<b>Income</b>											
<b>HOA Income</b>	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	129,273.50
<b>Miscellaneous Income</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,182.12	5,182.12
<b>Total Income</b>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>12,927.35</u>	<u>18,109.47</u>	<u>134,455.62</u>
<b>Gross Profit</b>	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	12,927.35	18,109.47	134,455.62
<b>Expense</b>											
<b>Annual Corporate Fee</b>	0.00	61.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.25
<b>Bank Fees</b>	30.89	127.99	85.14	82.87	81.79	81.69	85.31	31.74	32.09	32.33	671.84
<b>Insurance Expense</b>	2,985.78	2,985.78	2,985.78	2,985.78	2,985.78	22,627.43	9,880.74	10,849.29	7,806.24	7,806.24	73,898.84
<b>Landscaping</b>	550.00	550.00	550.00	550.00	550.00	5,949.91	681.25	550.00	550.00	900.00	11,381.16
<b>Management Fees</b>	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	13,125.00
<b>Miscellaneous</b>	0.00	0.00	0.00	0.00	23.00	0.00	0.00	0.00	0.00	5,182.12	5,205.12
<b>Postage and Delivery</b>	33.27	0.00	0.00	0.00	26.32	0.00	0.00	0.00	0.00	0.00	59.59
<b>Professional Fees- Legal</b>	0.00	0.00	0.00	50.00	0.00	0.00	0.00	187.50	0.00	250.00	487.50
<b>Professional Fees- Tax Return</b>	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
<b>Recycling</b>	1,603.53	1,551.56	1,553.18	1,522.87	1,507.26	1,501.55	1,779.81	1,762.14	1,925.54	1,503.01	16,210.45
<b>Repairs and Maintenance</b>	2,000.00	2,496.00	0.00	400.00	5,640.11	1,711.07	1,374.02	350.00	4,030.40	559.40	18,561.00
<b>Utilities</b>	4,175.64	4,151.03	4,061.25	4,342.58	4,320.69	4,022.16	4,389.56	4,049.82	3,299.43	3,173.06	39,985.22
<b>Total Expense</b>	<u>12,691.61</u>	<u>13,736.11</u>	<u>10,547.85</u>	<u>11,246.60</u>	<u>16,447.45</u>	<u>37,206.31</u>	<u>19,503.19</u>	<u>19,092.99</u>	<u>18,956.20</u>	<u>20,718.66</u>	<u>180,146.97</u>
<b>Net Income</b>	<u><b>235.74</b></u>	<u><b>-808.76</b></u>	<u><b>2,379.50</b></u>	<u><b>1,680.75</b></u>	<u><b>-3,520.10</b></u>	<u><b>-24,278.96</b></u>	<u><b>-6,575.84</b></u>	<u><b>-6,165.64</b></u>	<u><b>-6,028.85</b></u>	<u><b>-2,609.19</b></u>	<u><b>-45,691.35</b></u>

3:56 PM

**Nob Hill Business Center Condo Association Inc**

11/17/23

**Profit & Loss**

Accrual Basis

October 2023

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	<u>Oct 23</u>
<b>Income</b>	
HOA Income	12,927.35
Miscellaneous Income	5,182.12
<b>Total Income</b>	<u>18,109.47</u>
<b>Gross Profit</b>	18,109.47
<b>Expense</b>	
Bank Fees	32.33
Insurance Expense	7,806.24
Landscaping	900.00
Management Fees	1,312.50
Miscellaneous	5,182.12
Professional Fees- Legal	250.00
Recycling	1,503.01
Repairs and Maintenance	559.40
Utilities	3,173.06
<b>Total Expense</b>	<u>20,718.66</u>
<b>Net Income</b>	<u><u>-2,609.19</u></u>

## Nob Hill Business Center Condo Association Inc Profit & Loss Detail

October 2023

Type	Date	Num	Name	Memo	Amount
<b>Income</b>					
<b>HOA Income</b>					
Invoice	10/01/2023	2078CA	American Top Team of Sunrise	HOA Assessment	911.05
Invoice	10/01/2023	2078CA	Arneeb Investments Realty	HOA Assessment	475.67
Invoice	10/01/2023	2078CA	Auto Depot Center	HOA Assessment	1,127.00
Invoice	10/01/2023	2077CA	B&B Business Center	HOA Assessment	1,490.54
Invoice	10/01/2023	2076CA	DA Medical Warehouse	HOA Assessment	911.05
Invoice	10/01/2023	2076CA	DRP Property Holdings	HOA Assessment	1,822.12
Invoice	10/01/2023	37	MAC Advisors LLC	HOA Assessment	912.81
Invoice	10/01/2023	39	PAAL Technologies Inc	HOA Assessment	797.94
Invoice	10/01/2023	2078CA	Pulice Land Surveyors	HOA Assessment	1,011.29
Invoice	10/01/2023	2077CA	Pullattu Properties	HOA Assessment	535.62
Invoice	10/01/2023	2081CA	Spiritual Warfare Church	HOA Assessment	1,011.29
Invoice	10/01/2023	2084CA	State Contracting & Engineering	HOA Assessment	1,202.97
Invoice	10/01/2023	32	State Contracting & Engineering	HOA Assessment- Unit 5397	444.98
Invoice	10/01/2023	5415	Susie's Scrumptious Sweets	HOA Assessment	273.02
Total HOA Income					12,927.35
<b>Miscellaneous Income</b>					
Deposit	10/06/2023		Spiritual Warfare Church	Transfer to Reserve Per Darrin	5,182.12
Total Miscellaneous Income					5,182.12
Total Income					18,109.47
Gross Profit					18,109.47
<b>Expense</b>					
<b>Bank Fees</b>					
Check	10/10/2023		Regions Bank	October 2023	32.33
Total Bank Fees					32.33
<b>Insurance Expense</b>					
Check	10/03/2023		Travelers	October 2023	606.50
Check	10/03/2023		IPFS	October 2023	7,199.74
Total Insurance Expense					7,806.24
<b>Landscaping</b>					
Check	10/03/2023		Sharp Blades Landscaping LLC	October 2023	550.00
Check	10/03/2023		Sharp Blades Landscaping LLC	Repairs	350.00
Total Landscaping					900.00
<b>Management Fees</b>					
Check	10/25/2023	1317	CALM LLC	Management Fees - October 2023	1,312.50
Total Management Fees					1,312.50
<b>Miscellaneous</b>					
Check	10/31/2023	1318	Nob Hill Reserve	Apply to Spiritual Warfare church invoices	5,182.12
Total Miscellaneous					5,182.12
<b>Professional Fees- Legal</b>					
Check	10/25/2023	1316	Peter & Peters, Attorney at Law, P.A.	October 2023	250.00
Total Professional Fees- Legal					250.00
<b>Recycling</b>					
Check	10/17/2023		Republic Services Inc #695	October 2023	1,503.01
Total Recycling					1,503.01
<b>Repairs and Maintenance</b>					
Check	10/11/2023	1315	GMS- SF, LLC	Fire Extinguisher Inspection	324.00
Check	10/11/2023	1315	GMS- SF, LLC	Locksmith to repair west building utility closet handle	235.40
Total Repairs and Maintenance					559.40
<b>Utilities</b>					
Check	10/11/2023		FPL	October 2023	238.23
Check	10/17/2023		City of Sunrise	October 2023	2,934.83
Total Utilities					3,173.06
Total Expense					20,718.66
<b>Net Income</b>					<b>-2,609.19</b>

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11/17/23

**Nob Hill Business Center Condo Association Inc**  
**A/R Aging Summary**  
**As of October 31, 2023**

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
American Top Team of Sunrise	0.00	911.05	0.00	0.00	0.00	911.05
B&B Business Center	0.00	0.00	-1,490.54	0.00	1,490.54	0.00
DA Medical Warehouse	0.00	0.00	0.00	0.00	-1,822.10	-1,822.10
PAAL Technologies Inc	0.00	797.94	-797.94	0.00	0.00	0.00
Pulice Land Surveyors	0.00	0.00	0.00	0.00	1,011.29	1,011.29
Pullattu Properties	0.00	0.00	-535.62	0.00	535.62	0.00
Spiritual Warfare Church	0.00	1,011.29	1,011.29	0.00	7,079.03	9,101.61
<b>TOTAL</b>	<b>0.00</b>	<b>2,720.28</b>	<b>-1,812.81</b>	<b>0.00</b>	<b>8,294.38</b>	<b>9,201.85</b>

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11/17/23

**Nob Hill Business Center Condo Association Inc**  
**Reconciliation Summary**  
**Regions Checking, Period Ending 10/31/2023**

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	<u>Oct 31, 23</u>
<b>Beginning Balance</b>	55,305.39
<b>Cleared Transactions</b>	
Checks and Payments - 11 items	-15,536.54
Deposits and Credits - 5 items	14,476.38
<b>Total Cleared Transactions</b>	<u>-1,060.16</u>
<b>Cleared Balance</b>	<u>54,245.23</u>
<b>Uncleared Transactions</b>	
Checks and Payments - 1 item	-5,182.12
<b>Total Uncleared Transactions</b>	<u>-5,182.12</u>
<b>Register Balance as of 10/31/2023</b>	<u>49,063.11</u>
<b>New Transactions</b>	
Checks and Payments - 6 items	-9,938.56
Deposits and Credits - 4 items	10,042.13
<b>Total New Transactions</b>	<u>103.57</u>
<b>Ending Balance</b>	<u>49,166.68</u>

**Nob Hill Business Center Condo Association Inc**  
**Reconciliation Detail**  
**Regions Checking, Period Ending 10/31/2023**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						55,305.39
<b>Cleared Transactions</b>						
<b>Checks and Payments - 11 items</b>						
Check	10/03/2023		IPFS	X	-7,199.74	-7,199.74
Check	10/03/2023		Travelers	X	-606.50	-7,806.24
Check	10/03/2023		Sharp Blades Lands...	X	-550.00	-8,356.24
Check	10/03/2023		Sharp Blades Lands...	X	-350.00	-8,706.24
Check	10/10/2023		Regions Bank	X	-32.33	-8,738.57
Check	10/11/2023	1315	GMS- SF, LLC	X	-559.40	-9,297.97
Check	10/11/2023		FPL	X	-238.23	-9,536.20
Check	10/17/2023		City of Sunrise	X	-2,934.83	-12,471.03
Check	10/17/2023		Republic Services In...	X	-1,503.01	-13,974.04
Check	10/25/2023	1317	CALM LLC	X	-1,312.50	-15,286.54
Check	10/25/2023	1316	Peter & Peters, Attor...	X	-250.00	-15,536.54
Total Checks and Payments					-15,536.54	-15,536.54
<b>Deposits and Credits - 5 items</b>						
Deposit	10/06/2023			X	3,194.86	3,194.86
Deposit	10/06/2023		Spiritual Warfare Ch...	X	5,182.12	8,376.98
Deposit	10/13/2023			X	2,786.74	11,163.72
Deposit	10/20/2023			X	1,490.54	12,654.26
Deposit	10/31/2023			X	1,822.12	14,476.38
Total Deposits and Credits					14,476.38	14,476.38
Total Cleared Transactions					-1,060.16	-1,060.16
Cleared Balance					-1,060.16	54,245.23
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Check	10/31/2023	1318	Nob Hill Reserve		-5,182.12	-5,182.12
Total Checks and Payments					-5,182.12	-5,182.12
Total Uncleared Transactions					-5,182.12	-5,182.12
Register Balance as of 10/31/2023					-6,242.28	49,063.11
<b>New Transactions</b>						
<b>Checks and Payments - 6 items</b>						
Check	11/01/2023		IPFS		-7,199.74	-7,199.74
Check	11/03/2023		Travelers		-606.50	-7,806.24
Check	11/03/2023		Sharp Blades Lands...		-550.00	-8,356.24
Check	11/08/2023		FPL		-236.77	-8,593.01
Check	11/08/2023		Regions Bank		-33.05	-8,626.06
Check	11/15/2023	1319	CALM LLC		-1,312.50	-9,938.56
Total Checks and Payments					-9,938.56	-9,938.56
<b>Deposits and Credits - 4 items</b>						
Deposit	11/03/2023				5,395.91	5,395.91
Deposit	11/06/2023				1,822.12	7,218.03
Deposit	11/08/2023				797.94	8,015.97
Deposit	11/09/2023				2,026.16	10,042.13
Total Deposits and Credits					10,042.13	10,042.13
Total New Transactions					103.57	103.57
<b>Ending Balance</b>					<b>-6,138.71</b>	<b>49,166.68</b>



# Nob Hill Business Center Condo Association

Reserve Fund

Monthly Financial Statements

Month Ending:

October 31, 2023

4:15 PM

**Nob Hill Business Center Condominium Association, Inc**

11/17/23

**Balance Sheet**

Accrual Basis

As of October 31, 2023

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	<u>Oct 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Regions	69,600.25
<b>Total Checking/Savings</b>	<u>69,600.25</u>
<b>Accounts Receivable</b>	
Capital Assessment Receivable	
Spiritual Warfare Church	23,031.92
<b>Total Capital Assessment Receivable</b>	<u>23,031.92</u>
<b>Total Accounts Receivable</b>	<u>23,031.92</u>
<b>Total Current Assets</b>	<u>92,632.17</u>
<b>TOTAL ASSETS</b>	<u><u>92,632.17</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Accrued Expenses	54,890.00
<b>Total Other Current Liabilities</b>	<u>54,890.00</u>
<b>Total Current Liabilities</b>	<u>54,890.00</u>
<b>Total Liabilities</b>	54,890.00
<b>Equity</b>	
Opening Balance Equity	0.01
Retained Earnings	94,029.42
Net Income	-56,287.26
<b>Total Equity</b>	<u>37,742.17</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>92,632.17</u></u>

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**Nob Hill Business Center Condominium Association, Inc**

11/17/23

**Profit & Loss**

Accrual Basis

January through October 2023

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	<u>Jan - Oct 23</u>
Ordinary Income/Expense	
Expense	
Bank Fees	1,397.26
Miscellaneous	0.00
Repairs and Maintenance	<u>54,890.00</u>
Total Expense	<u>56,287.26</u>
Net Ordinary Income	<u>-56,287.26</u>
Net Income	<u><u>-56,287.26</u></u>

## Nob Hill Business Center Condominium Association, Inc

11/17/23

## Profit &amp; Loss

Accrual Basis

January through October 2023

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	TOTAL
Ordinary Income/Expense											
Expense											
Bank Fees	88.11	134.74	184.62	183.11	182.53	182.93	184.40	85.67	85.38	85.77	1,397.26
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Repairs and Maintenance	0.00	0.00	54,890.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,890.00
Total Expense	88.11	134.74	55,074.62	183.11	182.53	182.93	184.40	85.67	85.38	85.77	56,287.26
Net Ordinary Income	-88.11	-134.74	-55,074.62	-183.11	-182.53	-182.93	-184.40	-85.67	-85.38	-85.77	-56,287.26
Net Income	<b>-88.11</b>	<b>-134.74</b>	<b>-55,074.62</b>	<b>-183.11</b>	<b>-182.53</b>	<b>-182.93</b>	<b>-184.40</b>	<b>-85.67</b>	<b>-85.38</b>	<b>-85.77</b>	<b>-56,287.26</b>

4:17 PM

**Nob Hill Business Center Condominium Association, Inc**

11/17/23

**Profit & Loss**

Accrual Basis

October 2023

---

	<u>Oct 23</u>
Ordinary Income/Expense	
Expense	
Bank Fees	<u>85.77</u>
Total Expense	<u>85.77</u>
Net Ordinary Income	<u>-85.77</u>
Net Income	<u><u>-85.77</u></u>

4:18 PM

**Nob Hill Business Center Condominium Association, Inc**

11/17/23

**Profit & Loss Detail**

Accrual Basis

October 2023

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Type	Date	Num	Name	Memo	Amount
<b>Ordinary Income/Expense</b>					
<b>Expense</b>					
<b>Bank Fees</b>					
Check	10/13/2023		Regions Bank	October 2023	85.77
Total Bank Fees					85.77
Total Expense					85.77
Net Ordinary Income					-85.77
<b>Net Income</b>					<b>-85.77</b>

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4:19 PM

11/17/23

**Nob Hill Business Center Condominium Association, Inc**  
**A/R Aging Summary**  
**As of October 31, 2023**

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Spiritual Warfare Church	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,031.92</u>	<u>23,031.92</u>
TOTAL	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>23,031.92</u></u>	<u><u>23,031.92</u></u>

10:31 AM

11/01/23

**Nob Hill Business Center Condominium Association, Inc**  
**Reconciliation Summary**  
**Regions, Period Ending 10/31/2023**

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	<u>Oct 31, 23</u>
<b>Beginning Balance</b>	69,686.02
<b>Cleared Transactions</b>	
<b>Checks and Payments - 1 item</b>	<u>-85.77</u>
<b>Total Cleared Transactions</b>	<u>-85.77</u>
<b>Cleared Balance</b>	<u><u>69,600.25</u></u>
<b>Register Balance as of 10/31/2023</b>	69,600.25
<b>Ending Balance</b>	69,600.25



10:31 AM

11/01/23

**Nob Hill Business Center Condominium Association, Inc**  
**Reconciliation Detail**  
Regions, Period Ending 10/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						69,686.02
<b>Cleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Check	10/13/2023		Regions Bank	X	-85.77	-85.77
Total Checks and Payments					-85.77	-85.77
Total Cleared Transactions					-85.77	-85.77
Cleared Balance					-85.77	69,600.25
Register Balance as of 10/31/2023					-85.77	69,600.25
<b>Ending Balance</b>					<b>-85.77</b>	<b>69,600.25</b>

# ***Nob Hill Business Center Condo Association***

*December 5th, 2023  
Meeting Agenda Packet*

## ***Agenda Topic***

***#8:***

***Discussion of Additional Capital Expenditure Needs***

Project Updates:	Expense Amount	Description
<b>In-Flight 2023 Projects - Invoices Not Yet Received</b>		
1) East Building Gutter Project (New Scope)	\$ 6,000	Installation anticipated to be completed in early November.
2) West Building Gutter Project (New Scope)	\$ 7,500	Final Quote Not yet Received. Anticipate to be done in December, 2023.
3) Pot Hole Repairs	\$ 2,500	Final negotiation. To Be Completed in December, 2023
4) Removal of Damanged Fence By The Canal	\$ 2,200	1 Quote received - Planned for December, 2023.
5) Dead Tree Removal	\$ 4,750	5 Trees on the West Side of building are dead and a
6)	\$ -	
7)	\$ -	
	<u>\$ 22,950</u>	

<b>Capital Projects To Be Considered In 2024</b>		
1) ADA Parking Lot Compliance Remdiation	\$ 15,000	City has approved a plan; Mr. Burgess has requested it from Mr. Smith. Estimated pricing between \$50K and \$60K. Allocate \$15K In 2024 to get started and continue the project into 2025.
2) ADA Lighting Remediation	\$ 18,000	Two Proposals Received. Allocate \$18,000 In 2024 to complete the 32 Lighting Fixtures.
3) Stucco Repair and Building Painting	\$ 37,281	Three Proposals received ranging in price from \$39K to \$69K. Negotiate not to exceed \$37,281 in 2024 with the balance of the project to be completed in 2025. Added to the Repairs and Maintenance Budget.
4)	\$ -	
5)	\$ -	
	<u>\$ 70,281</u>	

<b>Capital Projects To Be Considered In 2025</b>		
1) ADA Parking Lot Compliance Remdiation	\$ 40,000	City has approved a plan; Mr. Burgess has requested it from Mr. Smith. Estimated pricing between \$50K and \$60K less the \$15K spent in 2024.
2) ADA Lighting Remediation	\$ -	Assume completed in 2024 with \$0 carry over funding needed.
3) Stucco Repair and Building Painting	\$ 20,000	Assume \$20K carry over in 2025 from the project starting in 2024.
4) Landscaping & Beautification Project	\$ 40,000	RFP not yet prepared. Tenants have discussed this as a need. Estimating \$40K for this as a placeholder - TBD.
5) Irrigation End-Of-Life Replacement	\$ 6,000	1 of 4 zones partially working today. Proposal not yet requested - Estimated between \$5 to \$7K - TBD
6)	\$ -	
7)	\$ -	
	<u>\$ 106,000</u>	

# ***Nob Hill Business Center Condo Association***

*December 5th, 2023  
Meeting Agenda Packet*

## ***Agenda Topic***

***#9:***

***Review and Adoption of the Proposed 2024 Budget***

***Nob Hill Business Center Condo  
Association***

***Proposed 2024 Budget***

- Operating Budget***
- Capital Budget***
- Assessment Allocations***
- Inventory of Capital Projects***

*Last Updated 2023-11-22*

Nob Hill Business Center Association, Inc.

**Proposed Operating Budget - Calendar Year 2024**

Description	Actual		Projected	
	2023 Budget	10/31/23	12/31/23	2024 Budget
<b><u>Income</u></b>				
HOA Income	\$ 155,125	\$ 129,274	\$ 155,128	\$ 250,000
Interest Income	\$ -			\$ -
<b>Total Income</b>	<b>\$ 155,125</b>	<b>\$ 129,274</b>	<b>\$ 155,128</b>	<b>\$ 250,000</b>
<b><u>Expenses</u></b>				
Annual Corporate Fee	\$ 70	\$ 61	\$ 70	\$ 70
Bank Fees	\$ 1,000	\$ 672	\$ 900	\$ 1,000
License&Permits	\$ 100	\$ -	\$ 100	\$ 100
Insurance Expense	\$ 33,052	\$ 73,899	\$ 89,511	\$ 98,359
Landscaping	\$ 6,600	\$ 11,381	\$ 12,481	\$ 7,425
Management Fees	\$ 15,000	\$ 13,125	\$ 15,750	\$ 18,000
Miscellaneous	\$ 1,400	\$ 23	\$ 1,143	\$ 1,400
Postage	\$ 100	\$ 60	\$ 100	\$ 100
Office Supplies	\$ 100	\$ -	\$ 100	\$ 100
Professional Fees - Tax Return	\$ 500	\$ 500	\$ 500	\$ 550
Professional Fees - Legal	\$ 1,000	\$ 488	\$ 2,288	\$ 3,000
Recycling	\$ 25,000	\$ 16,210	\$ 19,453	\$ 20,515
Repairs and Maintenance	\$ 13,963	\$ 18,561	\$ 37,561	\$ 29,000
Association Website	\$ -	\$ -	\$ 2,000	\$ 2,000
Operating Reserve	\$ 15,000	\$ -	\$ 15,000	\$ 18,000
Utilities	\$ 42,240	\$ 39,985	\$ 47,982	\$ 50,381
<b>Total Expense</b>	<b>\$ 155,125</b>	<b>\$ 174,965</b>	<b>\$ 244,939</b>	<b>\$ 250,000</b>
<b>Net Income</b>	<b>\$ -</b>	<b>\$ (45,691)</b>	<b>\$ (89,811)</b>	<b>\$ (0)</b>

Nob Hill Business Center Association, Inc.  
**Proposed Capital Budget - Calendar Year 2024**

Description	2023 Budget	Actual 10/31/23	Projected 12/31/23	2024 Budget
<b><u>Income</u></b>				
HOA Income	\$ -	\$ -	\$ -	\$ 71,481
Interest Income	\$ -	\$ -	\$ -	\$ -
<b>Total Income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 71,481</b>
<b><u>Expenses</u></b>				
ADA Parking Lot Compliance	\$ -	\$ -	\$ -	\$ 15,000
ADA Lighting Remediation	\$ -	\$ -	\$ -	\$ 18,000
Bank Fees	\$ -	\$ 1,311	\$ 1,500	\$ 1,200
Repairs & Maintenance	\$ -	\$ 54,890	\$ 77,780	\$ 37,281
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 56,201</b>	<b>\$ 79,280</b>	<b>\$ 71,481</b>
<b>Net Income</b>	<b>\$ -</b>	<b>\$ (56,201)</b>	<b>\$ (79,280)</b>	<b>\$ -</b>

**Nob Hill Business Center Association, Inc.**  
**Proposed Combined Assessment Schedule - Calendar Year 2024**

Owners	% Ownership	Sq. Footage	Operating '23 Monthly	Capital '23 Monthly	Operating '24 Monthly	Capital 24 Monthly	Combined '24 Monthly	\$ Increase	% Increase
SPIRITUAL WARFARE CHURCH	7.82%	4,078	\$ 1,011.29	\$ -	\$ 1,629.79	\$ 466.00	\$ 2,095.79	\$ 1,084.50	107%
AMERICAN TOP TEAM OF SUNRISE	7.05%	3,673	\$ 911.05	\$ -	\$ 1,468.24	\$ 419.81	\$ 1,888.05	\$ 977.00	107%
B & B BUSINESS CENTER	11.53%	6,010	\$ 1,490.54	\$ -	\$ 2,402.15	\$ 686.83	\$ 3,088.98	\$ 1,598.44	107%
AUTO DEPOT CENTER	8.72%	4,544	\$ 1,127.00	\$ -	\$ 1,816.27	\$ 519.31	\$ 2,335.58	\$ 1,208.58	107%
DA MEDICAL WAREHOUSE	7.05%	3,673	\$ 911.05	\$ -	\$ 1,468.24	\$ 419.81	\$ 1,888.05	\$ 977.00	107%
PULLATTU PROPERTIES	4.14%	2,160	\$ 535.62	\$ -	\$ 863.20	\$ 246.81	\$ 1,110.01	\$ 574.39	107%
ARNEEB INVESTMENT REALTY	3.68%	1,918	\$ 475.67	\$ -	\$ 766.59	\$ 219.19	\$ 985.77	\$ 510.10	107%
5381 CONDO LLC (Pulice Land)	7.82%	4,078	\$ 1,011.29	\$ -	\$ 1,629.79	\$ 466.00	\$ 2,095.79	\$ 1,084.50	107%
DRP PROPERTY HOLDINGS	14.10%	7,347	\$ 1,822.12	\$ -	\$ 2,936.52	\$ 839.62	\$ 3,776.14	\$ 1,954.02	107%
UNIT 5387 (PAAL Tech)	6.17%	3,216	\$ 797.74	\$ -	\$ 1,285.63	\$ 367.59	\$ 1,653.23	\$ 855.49	107%
PATHEMAGX (MAC Advisors)	7.06%	3,680	\$ 912.81	\$ -	\$ 1,471.08	\$ 420.62	\$ 1,891.70	\$ 978.89	107%
STATE CONTRACTING (Engineering)	9.31%	4,850	\$ 1,202.97	\$ -	\$ 1,938.70	\$ 554.32	\$ 2,493.02	\$ 1,290.05	107%
STATE CONTRACTING (Unit 5397)	3.44%	1,794	\$ 444.98	\$ -	\$ 717.13	\$ 205.04	\$ 922.17	\$ 477.19	107%
SUSIE'S SCRUMPTIOUS SWEETS	2.11%	1,101	\$ 273.02	\$ -	\$ 440.00	\$ 125.81	\$ 565.80	\$ 292.78	107%
<b>TOTALS</b>	<b>100.00%</b>	<b>52,122</b>	<b>\$ 12,927.15</b>	<b>\$ -</b>	<b>\$ 20,833.33</b>	<b>\$ 5,956.75</b>	<b>\$ 26,790.08</b>	<b>\$ 13,862.93</b>	<b>107%</b>



# ***Nob Hill Business Center Condo Association***

*December 5th, 2023  
Meeting Agenda Packet*

## ***Agenda Topic***

***#11:***

***CALM Management Services Amendment***

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE  
NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.  
AND  
COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT  
FOR  
PROFESSIONAL CONDOMINIUM ASSOCIATION MANAGEMENT SERVICES**

**THIS IS A FIRST AMENDMENT TO PROFESSIONAL CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT** (the “**AMENDMENT**”) of the *AGREEMENT for Professional Condominium Association Management Services between Nob Hill Business Center Condominium Association, Inc. and Community Association And Lifestyle Management* , dated December 1<sup>st</sup>, 2020, as amended from time to time (the “**AGREEMENT**”) is made effective as of December 5<sup>th</sup>, 2023, by and between:

**NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.**, with a mailing address of c/o Community Association and Lifestyle Management, LLC , 5385 North Nob Hill Road, Sunrise, FL 33351 (the “**Company**”); and

**COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT, LLC**, a Florida limited liability company, with a mailing address of 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida 32822 (hereinafter “**Consultant**” and together with the Company, the “**Parties**”).

**RECITALS**

**WHEREAS**, the Company is a not for profit corporation established pursuant to the Florida Condominium Act (the “**Act**”) on the 17<sup>th</sup> day of April, 2006;

**WHEREAS**, the Company wishes to retain an independent contractor to provide professional management services, all as more particularly described herein and in **Exhibit A**, which is incorporated herein by reference;

**WHEREAS**, Consultant represents and warrants to the Company that it is qualified, capable and willing to provide such services and the Company desires to enter into this Agreement with the Consultant for the same; and

**WHEREAS**, the Company and Consultant warrant and agree that they have the right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional management services to the Company pursuant to the Act. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Agreement. The parties agree that the Consultant has commenced providing the services in this Agreement and **Exhibit A** starting in May, 2018.

A. Standard On-Going Management Services (“Standard Services”). The Consultant shall provide the following Standard Services to the Company pursuant to this Agreement:

1. Management Services. Annual Management services to meet the current Company requirements.

B. Time Frame. The Standard Services shall be provided on a monthly basis as detailed in this Agreement.

**SECTION 3. ADDITIONAL SERVICES.** In addition to the Standard Services described above, or in any addendum executed between the Parties, the Company may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in Exhibit A, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the Company, will be considered additional services (“**Additional Services**”). Additional services must be authorized by the Company prior to being provided by Consultant. If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the Company for approval prior to beginning any additional services. All Additional Services will remain subject to the terms and conditions of this Agreement.

**SECTION 4. TERM.** The initial term of this Agreement commences on April 13<sup>th</sup>, 2023, and to continue until September 30, 2023 (“**Initial Term**”), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms (“**Renewal Terms**”), unless terminated pursuant to its terms. The Consultant acknowledges that the Consultant may change the prices only with the Company’s written consent, as evidenced by a vote of the Company’s Board, or as evidenced by the adopted budget.

**SECTION 5. FEES AND EXPENSES; PAYMENT TERMS.**

A. Fees and Expenses.

1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit B** to this Agreement, which is attached hereto and incorporated herein. The Company shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant’s compensation for services provided pursuant to this

Agreement, the Company shall compensate the Consultant only for those services provided under the terms of this Agreement.

2. Unless otherwise specified by this Agreement, the Consultant will invoice the Company for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the Company at such time as those services are required and requested by vote of the Board. All invoices shall be due and payable by the Company within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, *Florida Statutes*. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
3. Fees for the Standard Services described in this Agreement may be negotiated annually by the Parties.
4. In the event the Company authorizes a requested change in the scope of services, Consultant shall submit, in writing to the Company, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. Payment Terms.

1. **Standard Services.** Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
2. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the Company and negotiated by the Parties.
3. **Out-of-Pocket Expenses.** Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

**SECTION 6. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the Company fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the Company, in writing, at least ten (10) days prior to suspending services.

**SECTION 7. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the Company and the Consultant.

**SECTION 8. RESPONSIBILITIES.**

A. **Company Responsibilities.** The Company shall provide for the timely services of its legal counsel, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the Company unless specified herein.

B. **Limitations of Responsibilities.** To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**SECTION 9. TERMINATION.** This Agreement may be terminated as follows:

A. By the Company for "good cause" immediately, which shall include, but is not limited

B. to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written (electronic) notice to Consultant.

C. By the Consultant for "good cause" immediately, which shall include, failure of the Company to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the Company, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written (electronic) notice to Company.

D. By the Consultant or Company, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

E. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the termination of this Agreement, subject to whatever claims or off-sets the Company may have against the Consultant. Consultant will make all reasonable efforts to provide for an orderly transfer of the books and records of the Company to the Company or its designee.

**SECTION 10. GENERAL TERMS AND CONDITIONS.**

A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the Company, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

B. Dissolution or court declared invalidity of the Company shall not relieve the Company of compensation due for services theretofore rendered.

**SECTION 11. APPLICABLE LAW AND VENUE.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF ORANGE, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

**SECTION 12. INDEMNIFICATION.**

A. Company Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the Company agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Company. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

B. Consultant Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the Company and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Company may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant and/or its officers, supervisors, staff, employees and agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Company may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

### **SECTION 13. INSURANCE.**

A. The Company shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
4. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).

C. Except with respect to Professional Liability and Workers' Compensation insurance policies, the Company and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the Company to not be named as an additional insured where applicable) without thirty (30) days written notice to the Company. Consultant will furnish the Company with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the Company has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all

information that may be required in connection with the Company's obtaining the required insurance.

**SECTION 14. ASSIGNMENT.** Neither the Company nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the Company without the prior written approval of the other party is void.

**SECTION 15. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Company: NOB HILL BUSINESS CENTER CONDOMINIUM  
ASSOCIATION, INC.  
c/o Community Association and Lifestyle Management, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, Florida 32822  
Attn: Timothy Smith, President

With a copy to: Peters and Peters, PA  
9900 Stirling Road, Suite 104  
Cooper City, Florida 33024  
Attn: Kevin Peters

If to the Consultant: Community Association and Lifestyle Management, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, Florida 32822  
Attn: President, Darrin Mossing

Community Association and Lifestyle Management, LLC  
5385 North Nob Hill Road  
Sunrise, Florida 33351  
Attn: President, Darrin Mossing

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the Company and counsel for the Consultant may deliver Notice on behalf of the Company and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of



any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 16. EFFECTIVE DATE.** This Agreement shall become effective on the 12<sup>th</sup> day of April 2023 and upon execution by both the Company and the Consultant and shall remain effective until terminated by either the Company or the Consultant in accordance with the provisions of this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A and B**, shall constitute the final and complete expression of this Agreement between the Company and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and **Exhibits A and B**, this instrument shall control.

**SECTION 19. ENFORCEMENT OF AGREEMENT; PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either the Company or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the Company or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Company shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the Company's right to protect its rights from interference by a third-party to this Agreement.

**SECTION 20. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Company and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the Company and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Company and the Consultant and their respective representatives, successors, and assigns.

**SECTION 21. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the Company in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement

or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the Company may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 22. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Company and the Consultant as an arm's length transaction. The Company and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 23. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant are employees of the Company under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Company and the Consultant shall have no authority to represent the Company as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 26. SCRUTINIZED COMPANIES STATEMENT.** Consultant certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the Company under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Consultant is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Company may immediately terminate this Agreement.

**SECTION 27. E-VERIFY REQUIREMENTS.** The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly,

beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Company may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*. If the Consultant anticipates entering into agreements with a subcontractor for the Services, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Company upon request. In the event that the Company has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the Company shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the Company. Further, absent such notification from the Company, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

***[SIGNATURES BEGIN ON THE FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

ATTEST:

**NOB HILL BUSINESS CENTER  
CONDOMINIUM ASSOCIATION, INC.**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Timothy Smith  
Chairperson, Board

WITNESS:

**COMMUNITY ASSOCIATION AND  
LIFESTYLE MANAGEMENT, LLC**, a  
Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
By: Darrin Mossing  
Its: President

**Exhibit A:** Scope of Services  
**Exhibit B:** Schedule of Fees

## Exhibit A: Scope of Services

**STANDARD ON-GOING SERVICES (“STANDARD SERVICES”)**: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Company.

### **1. PROFESSIONAL MANAGEMENT SERVICES:**

- A.** Oversee day-to-day administrative operations of for the Company, including:
  - a. Provide new owner orientations services;
  - b. Respond to owner requests and complaints regarding the community in a timely manner;
  - c. For the safety of the community, the Manager is responsible for coordinating closure of any common areas when necessary, such as approaching storms, construction, or any other even that could pose a danger;
  - d. Maintaining a positive relationship with both owners and vendors;
  - e. Develop repair quotes for common areas maintained by the Company;
  - f. Coordinating repairs for any common areas maintained by the Company;
  - g. Update the community website monthly and as needed.
- B.** Manage and implement rules, regulations, customer service, etcetera as required by the Company;
- C.** Prepare periodic financial and status reports for Board;
- D.** The Manager will prepare and provide for a proposed budget for Board approval. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings, and/or workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- E.** The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.
- F.** Correspond and communicate to the Board;
- G.** Manage major contractors related to the Company;
- H.** Provide mass communication to the community, as needed;
- I.** Attend and participate in the regularly scheduled and special Board meetings;
- J.** Work with Company in preparation of the annual Company Operations Budget;
- K.** All other services as required in the final agreement between the Consultant and Company and as requested by Board or owners to ensure meets and surpasses all expectations of the Company.

**2. ADDITIONAL SERVICES:**

- A. All other requested items not specifically denoted in Exhibit A or Exhibit B will be subject to either a flat rate proposal or an hourly rate proposal to the Company.

**Exhibit B – Schedule of Fees**

**Standard Services:** billed monthly in equal parts pursuant to the following schedule:

<b>Description *</b>	<b>Fee Budget</b>
Professional Management Services	\$18,000 Annual Fees Adopted For Calendar Year 2024
Reasonable Reimbursement Expenses	As Submitted
<b>Total</b>	<b>\$18,000 Total Fees Adopted For Calendar Year 2024</b>

**Additional Services:**

<b>Description **</b>	<b>Fee Basis</b>	<b>Fee Budget</b>
Company Website	Annual	\$2,000 Annual Fee Once The Company Website Is Fully Implemented
Field Operations Management Services	Per Approved Work Authorization	Discrete Work Authorization Requests Include A Field Operations Manager Fee of \$75/Hour
Hourly Rate for Special Services	Hourly	Upon Request
Response to Extensive Public Records Requests Requiring Significant Effort	Hourly	Upon Request

\* Fees reflect the Adopted Budget for Manager services For Calendar Year 2024 with dates effective January 1<sup>st</sup>, 2024, through December 31<sup>st</sup>, 2024.

\*\* Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

# ***Nob Hill Business Center Condo Association***

*December 5th, 2023  
Meeting Agenda Packet*

## ***Agenda Topic***

***#12:***

***Association Contact Listing***



# Nob Hill Business Center - Unit Owner Contact List - Last Updated 2023-11-17

Unit #	Owner	Contact Name	Phone #	Email
5349, 5351, 5353, 5355	Spiritual Warfare Church & Training Institute Central	Christopher McCray	954-702-8848	<a href="mailto:ChristopherMcCray1@gmail.com">ChristopherMcCray1@gmail.com</a>
5357	American Top Team of Sunrise	<b>Roger Krahl - Vice Chairman</b>	754-234-4142	<a href="mailto:roger@mmascienceacademy.com">roger@mmascienceacademy.com</a>
5359-5361	B&B Business Center	Andrew Behm Kimberly Donato	954-605-4176	<a href="mailto:KNRealty954@gmail.com">KNRealty954@gmail.com</a>
5363	Auto Depot Center	Roberto Amortegui	954-572-1001	<a href="mailto:AutoCollisionTeck@comcast.net">AutoCollisionTeck@comcast.net</a>
5365	DA Medical Warehouse	Mohammad Arif	954-593-1719	<a href="mailto:MedicalEquipmentServices@outlook.com">MedicalEquipmentServices@outlook.com</a>
5367-5369	Pullattu Properties	Thomas Pullattu	954-559-8844	<a href="mailto:Tom@tompr.com">Tom@tompr.com</a>
5371-5373	Arneeb Investment Realty	Muhammad Farooq	954-465-3446	<a href="mailto:Farooq@globalunderwriters.net">Farooq@globalunderwriters.net</a>
5375, 5377, 5379, 5381	5381 Condo LLC (Pulice Land Surveyors)	John Pulice	954-572-1777	<a href="mailto:PLS@PuliceLandSurveyors.com">PLS@PuliceLandSurveyors.com</a>
5383-5385	DRP Property Holdings	<b>Darrin Mossing - Treasurer</b> Rich Hans <b>Patti Powers - Treasurer/Registered Agent</b>	954-721-8381	<a href="mailto:Dmossing@gmstnn.com">Dmossing@gmstnn.com</a> <a href="mailto:Rhans@gmssf.com">Rhans@gmssf.com</a> <a href="mailto:Ppowers@gmssf.com">Ppowers@gmssf.com</a>
5387-5389	PAAL Technologies Holdings Inc	Estro Vitantonio	954-399-4551	<a href="mailto:estro@upperstage.net">estro@upperstage.net</a> <a href="mailto:evitantonio@paaltech.com">evitantonio@paaltech.com</a>
5391-5395	State Construction & Engineering Corp.	Barry Transleau <b>Tim Smith - Chairman</b>	954-205-6605	<a href="mailto:BTransleau@statecontracting.com">BTransleau@statecontracting.com</a> <a href="mailto:TSmith@statecontracting.com">TSmith@statecontracting.com</a>
5397-5399	Susie's Scrumptious Sweets	Susie Stallings	954-748-4740	<a href="mailto:Susie@SS-Sweets.com">Susie@SS-Sweets.com</a>