

**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.  
BOARD OF ADMINISTRATION MEETING  
PACKET**

**JUNE 15, 2023**

**IMMEDIATELY FOLLOWING GENERAL MEETING**

**EAST ACTIVITY CENTER  
2069 WORLD PARKWAY BOULEVARD EAST  
CLEARWATER, FL 33763**

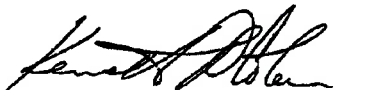
**ALSO BEING SIMULTANEOUSLY BROADCAST ON OTOW CHANNEL  
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**AMENDED BOARD MEETING AGENDA**

Date: Thursday, June 15, 2023

Time: Immediately following the General Meeting

1. Call to order, roll call, proof of notice of meeting
2. General Rules of Meeting Conduct
3. Update on Resolution 2023-01 – Exclusive Easement to Kierkel, Inc.
4. Approval of minutes of last Board of Administration meeting
5. Report on Unit Owners Vote on Waiver of Reserves
6. Resolution 2023-02A – Consider adoption of Budget for fiscal year July 1, 2023 through June 30, 2024
7. Resolution 2023-03 – Consider adoption of insurance deductibles
8. Resolution 2023-04 – Consider Implementing the Association’s statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303, Florida Statutes
9. Resolution 2023-05 – Consider Action to Approve Phase 1 Milestone Inspection Services by ESI, per SB 154
10. Resolution 2023-06 – Ratification of Association Actions for clean-up and restoration of 26-43 and authorizing levy of a special assessment against 26-43
11. Resolution 2023-07 – Consideration of authorizing installation of Amazon Hub in Common Elements
12. Consider approving Contracts between ADL Aluminum and the Association for Railing Improvements, Buildings 77 and 78
13. Consider approving Proposals between All-Phase Paving & Sealing and the Association for Project 00A (Buildings 25 & 26) and Project 00B (Buildings 27 & 28)
- 11.14. Consider approving Proposal from Earthscapes Unlimited to Provide Level 2 Tree Assessments to the Association for fiscal year 2023-2024
- ~~12.15.~~ Other Business
- ~~13.16.~~ Adjournment

  
Kenneth D. Colen, Chairman

## **BOARD OF ADMINISTRATION MEETING PACKET**

### **Agenda Item 1 –**

1. Call meeting to order
2. Roll call
3. Proof of Notice of Meeting
  - a. Notice of this meeting was mailed to all Unit Owners on June 1, 2023 per USPS Mailing Receipt that will be attached to the minutes of this meeting
  - b. Meeting agenda was posted on the Community Bulletin Board on May 24, 2023, per Affidavit of Posting. Amended Agenda was posted on the Community Bulletin Board June 7, 2023



**USPS Generated**

Note to Mailer: Your electronic postage statement has been submitted to the USPS PostalOne! system on Jun 01, 2023 10:44 AM.

The labels and electronic mailing information associated to this form, must match the physical mailing being presented to the USPS® with this form.

Postage Statement ID: 547659633  
 Post Office of Permit: OCALA, FL, 34478-9998  
 Mailing Group ID: 414253744  
 Account Holder: PARKWAY MAINTENANCE & MANAGEMENT LLC.  
 Account Number: 402814  
 Permit Holder: PARKWAY MAINTENANCE & MANAGEMENT LLC.  
 Permit Type and Number: PI 48  
 Mail Agent: EARNEST MAIL  
 Mail Owner Name: PARKWAY MAINTENANCE & MANAGEMENT LLC.  
 Mail Owner's Permit Type and Number:  
 CRID: 22082691  
 Customer Reference ID: OTOW condo budget  
 Mail Class and Price Eligibility: First-Class - Regular  
 Processing Category: Flats  
 Single Piece Weight Declared by Mailer: 0.1230 lbs (1.97 oz)  
 Total Mail Pieces: 4,821 pieces  
 Total Weight: 592.9830 lbs  
 Total Postage Amount: \$4840.08  
 Permit Account for Insufficient Affixed Postage: \$0.00  
 Total Postage Affixed: \$4840.08  
 Total Postage Due:  
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1' MM Trays	2' MM Trays	2' EMM Trays	Flat Trays	Sacks	Pallets	Other
			65			

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**Jun 08, 2023**

**Post Office of Mailing**

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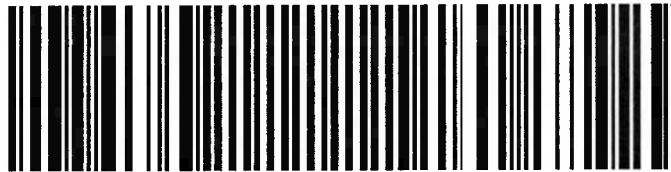
**Hours**

Mon 01:00 PM - 04:00 PM  
 Tue 01:00 PM - 04:00 PM  
 Wed 01:00 PM - 04:00 PM  
 Thu 01:00 PM - 04:00 PM  
 Fri 01:00 PM - 04:00 PM  
 Sat Closed  
 Sun Closed

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- \*This mailing may be subject to additional verification at the time of acceptance.
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**SCAN AT ACCEPTANCE**



9275 7900 0000 0000 5476 5963 35

**AFFIDAVIT OF POSTING**

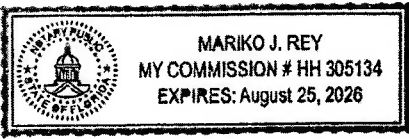
I, DESSA BARABBA, do hereby swear, that on May  
24th, 2023 at 2:20 a.m./p.m. a "Notice of General Meeting and Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Friday, June 15, 2023 at 11:00 a.m., was posted on the bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

Dessa Barabba

STATE OF FLORIDA     )  
  )  
COUNTY OF PINELLAS    )

The foregoing document was acknowledged before me on this the 24 day of May, 2023 by Dessa Barabba who:

is personally known to me, or  
produced \_\_\_\_\_ as identification.



Mariko J. Rey  
Notary Public  
My Commission Expires: August 25, 2026

**Agenda Item 2 – General Rules of Meeting Conduct**

Invite Association Counsel, Barrie Buenaventura, to present General Rules of Meeting Conduct

**Agenda Item 3 – Update on Resolution 2023-01 – Exclusive Easement to Kierkel, Inc.**

Association Counsel, Barrie Buenaventura, to provide update to the Board on the Exclusive Easement to Kierkel, Inc. approved through Resolution 2023-01 on February 10, 2023.



**Agenda Item 4 – Approval of minutes of last Board of Administration Meeting**

Board members, we have the minutes from the February 10, 2023 meeting, are there any corrections?



**MINUTES OF THE  
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.  
BOARD OF ADMINISTRATION MEETING  
FEBRUARY 10, 2023**

A Board of Administration Meeting of the On Top of the World Condominium Association, Inc. was held on February 10, 2023, at On Top of the World-Clearwater, East Activity Center Ballroom, 2069 World Parkway Blvd. East, Clearwater, FL, 33763.

**FIRST ORDER OF BUSINESS                      CALL TO ORDER**

Kenneth Colen, Chairman, called the meeting to order at 11:00 a.m.

The Chairman acknowledged that requests to videotape the meeting were received by Hope Tera, Mike Payne and Mohand Abdelli, in accordance with Rule 19.

**SECOND ORDER OF BUSINESS                      INTRODUCTION OF BOARD & GUESTS**

Chairman Colen then introduced the Board members: Chuck McAllister, Guy Woolbright, Sharon Licata, Gail Sanders, Corby Ratliff, Jim O'Neil and Mike Spodeck who attended the meeting in person, and Leslee Colen who joined by phone. He then introduced Barrie Buenaventura, Association counsel, Dessa Barabba, General Manager of Parkway Maintenance & Management Pinellas LLC (the "Management Company") and Patty Soriano who was taking the minutes of the meeting.

**THIRD ORDER OF BUSINESS                      PROOF OF NOTICE OF MEETING**

Chairman Colen stated that proof of notice of the meeting was posted on the Association Bulletin Board at the East Activity Center on February 7 at 3:00 p.m., per an Affidavit of Posting. In addition, the meeting Agenda was also posted on the Association's website [OTOWClearwaterinfo.com/Associations](http://OTOWClearwaterinfo.com/Associations) on February 7 at 3:00 p.m., per an Affidavit of Posting.

**FOURTH ORDER OF BUSINESS                      MINUTES OF THE LAST MEETING**

Chairman Colen then stated we have the Minutes from the last Board of Administration meeting on July 14, 2022. He asked if there were any corrections.

Hearing no corrections, a motion was then made by Chuck McAllister to approve the minutes of the July 14, 2022 meeting. The motion was seconded by Sharon Licata.

The next item was introduced.

**FIFTH ORDER OF BUSINESS**

**UNIT OWNER COMMENTS PER RULE 22**

Chairman Colen then stated we have Owners who have submitted requests to speak in accordance with Rule 22.

He then invited Stacy Rush to speak on SB 4-D. Upon reaching the 3 minute mark, the next speaker was introduced.

Chairman Colen then introduced Hope Tera and stated she wished to speak on Rule 22 and the Easement on the agenda. Upon conclusion of her remarks, the next speaker was introduced.

Chairman Colen then introduced Mike Payne and stated he wished to speak on the Easement and SB 4-D. Upon conclusion of Mr. Payne’s comments, the next speaker was introduced.

Chairman Colen then introduced Catherine Bajis who wished to speak on the Easement.

Upon conclusion of Ms. Bajis comments, Chairman Colen then closed Agenda Item 5 and introduced the next item of business.

**SIXTH ORDER OF BUSINESS**

**RESOLUTION 2023-01 CONSIDER  
APPROVING EXCLUSIVE EASEMENT  
FOR OVERLAP AREA B18A TO KIERKEL,  
INC.**

Chairman Colen invited Association Counsel to provide information on the Exclusive Easement that the Board will be considering.

Barrie Buenaventura stated that the plat for Building 18A was recorded June 14, 1977. The Association was recently informed by the owner of the property, adjacent to Building 18A, that there was an overlap issue when they went to plat the property. She then handed the Board a copy of the Kierkel plat that depicted the townhomes planned for the property, as well as a map that contained the overlap area that was clearly noted. Ms. Buenaventura stated that a professional surveyor and mapper reviewed the Building 18A plat and confirmed that the Overlap Area is outside the fenced area of the On Top of the World Condominium property. She stated that the Association has never occupied or treated the Overlap area as condominium property. Ms. Buenaventura then stated that in order to approve platting of the adjacent property, Pinellas County requires a resolution of the Overlap area and a letter of no objection on behalf of the Association and they would accept an Exclusive Easement, as drafted and attached to Resolution 2023-01 for the adjacent property to be platted. Ms. Buenaventura also stated that the property owner has agreed to pay the Association’s legal and professional expenses in regard to this matter, and that of the Management Company which totaled approximately \$2,800.

The Chairman thanked Ms. Buenaventura for this and asked the Board members if there were any questions.

Discussion ensued on the topic of the Exclusive Easement, and member questions and comments

were taken and heard from the floor. Some members requested Board members delay action on the matter until a later date and also consider adding language that developer of the property and unit owners in the townhomes shall never have access to the On Top of the World Condominium community from the overlap area.

Upon conclusion, Chairman Colen stated Board Members we have in front of us Resolution 2023-01 and he read the short title:

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") APPROVING AN EXCLUSIVE EASEMENT TO CORRECT AN OVERLAP IN BUILDING 18A PLAT.

He then asked for a motion.

Vice Chairman, Chuck McAllister then stated he wished to table Resolution 2023-01 for further consideration.

Chairman Colen then asked Mr. McAllister if he would consider approving said amended motion if the Resolution included that the Association will not be required to relocate or modify in any way any existing fences; and that the attached Exclusive Easement expressly prohibits using the Exclusive Easement to access the On Top of the World condominium community.

Chairman Colen then asked Barrie Buenaventura if she could discuss this with opposing counsel and she stated she would and couldn't see that there would be a problem with the language.

Vice Chairman McAllister then stated he would make a motion to approve Resolution 2023-01 with this additional language.

The motion was seconded by Corby Ratliff.

Chairman Colen asked for those in favor to say "aye" or to raise their hands, six members raised their hands. Chairman Colen then asked those opposed to say "no" or raise their hands, as there were none opposed, the motion carried.

**SEVENTH ORDER OF BUSINESS      RESOLUTION      2023-02      CONSIDER  
ASSOCIATION'S STATUTORY POWERS TO  
SUSPEND RIGHTS OF DELINQUENT UNIT  
OWNERS**

Chairman Colen then introduced Resolution 2023-02 and stated this has been standard business for the Board. When owners of units are 90 days or more delinquent, on their community service fees or other assessments, the Board must take action to suspend such unit owners from accessing the recreational amenities and their voting rights in accordance with Florida Statutes.

Chairman Colen then read the short title of Resolution 2023-02:

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. IMPLEMENTING THE ASSOCIATION'S STATUTORY POWERS TO SUSPEND RIGHTS OF OWNERS, OCCUPANTS AND GUESTS TO USE COMMON FACILITIES AND TO SUSPEND RIGHTS OF MEMBERS TO VOTE WHEN PAYMENTS DUE THE ASSOCIATION ARE MORE THAN 90 DAYS DELINQUENT, AS PROVIDED IN SUBSECTIONS 718.303(3), (4) AND (5), FLORIDA STATUTES

Chairman Colen stated there are 14 accounts listed for consideration and he asked if there were any questions. Hearing none,

A motion was then made by Guy Woolbright to approve Resolution 2023-02, as read by the Chairman.

The motion was seconded by Chuck McAllister, and it carried unanimously.

The next item was then introduced:

**EIGHTH ORDER OF BUSINESS                      UPDATE ON IMPLEMENTATION OF 2022 SB  
4D REQUIREMENTS**

Chairman Colen then asked Association counsel to provide an update.

Ms. Buenaventura provided an update on the status of potential bills that may be filed with the legislature this session that would modify the requirements enacted last year pursuant to Senate Bill 4D.

Upon conclusion of Ms. Buenaventura's update, Chairman Colen asked Dessa Barabba, General Manager to provide an update on where the Management Company was.

Ms. Barabba stated the Management Company has contacted local architects and engineers, licensed in the State of Florida to conduct Phase I and Phase II of the milestone inspections as well as the Structural Integrity Reserve Studies ("SIRS"). She stated that to date, of the companies contacted, we have been successful in meeting/speaking with two firms. Both firms are currently working on providing proposals for the Phase I milestone inspections and of these two, only one will also provide a proposal for the SIRS. She then stated that we are in the process of contacting additional firms for both the Phase 1 and Phase II inspections and the SIRS. She stated that the Management Company is confident that the inspections(s) and SIRS will be completed by December 31, 2024 as required by law.

Chairman Colen thanked Ms. Barabba and asked the Board if there were any questions. Hearing none, the next item was introduced.

**NINETH ORDER OF BUSINESS**

**OTHER BUSINESS**

Chairman Colen asked if there was any further business to come before the Board. Hearing none, the next item was introduced.

**TENTH ORDER OF BUSINESS**

**ADJOURNMENT**

Chairman Colen asked for a motion to adjourn the meeting. The meeting was properly adjourned at 11:50 a.m.

Respectfully submitted,  
Patty Soriano

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.,**  
a Florida Not-For-Profit Corporation  
2069 World Parkway Blvd. East  
Clearwater, FL 33763

**BOARD OF ADMINISTRATION**  
Kenneth D. Colen, Chairman  
Charles McAllister, Vice Chairman  
C. Guy Woolbright, Secy-Treas.  
Leslee Colen  
Sharon Licata  
Virgil C. Ratliff  
Gail Sanders  
James F. O'Neil  
Michael Spodeck

**NOTICE OF BOARD OF ADMINISTRATION MEETING**

Date: February 10, 2023  
Time: 11:00 AM  
Venue: East Activity Center Auditorium, 2069 World Parkway Blvd East,  
Clearwater, FL 33763

**AGENDA**

1. Call to order
2. Introduction of Board Members and Guests
3. Proof of notice of meeting
4. Approval of Minutes from the last Board Meeting
5. Unit Owner comments per Rule 22
6. 2023-01 - Consider approving Exclusive Easement for Overlap Area B18A to Kierkel, Inc.
7. 2023-02 - Consider implementing the Association's statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303, *Florida Statutes*
8. Update on Implementation of 2022 Senate Bill 4-D Requirements
9. Other Business
10. Adjournment

 , Chairman

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**Workshop**

Upon conclusion of the Board Meeting, an interactive workshop will be held with Summit Broadband representatives and residents for Summit Broadband to update residents on Summit Broadband's progress.

**AFFIDAVIT OF POSTING**

I, Hayla Moffatt, do hereby swear, that on February  
7th, 2023 at 3:00 a.m./p.m. a "Notice of Annual of  
Board of Administration Meeting" of the On Top of the World Condominium Association,  
Inc. to be held on Friday, February 10, 2023 at 11:00 a.m., was posted on the community  
bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant  
to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium  
Association, Inc.

[Signature]

STATE OF FLORIDA     )  
                                  )  
COUNTY OF PINELLAS    )

The foregoing document was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2023 by \_\_\_\_\_ who:

- is personally known to me, or
- produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**AFFIDAVIT OF POSTING**

I, CORNELIA KINAUER, do hereby swear, that on FEBRUARY 7<sup>th</sup>, 2023 at 3 a.m. (p.m.) a "Notice of Annual of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Friday, February 10, 2023 at 11:00 a.m., was posted on the community bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

C. Kinauer

STATE OF FLORIDA     )  
  )  
COUNTY OF PINELLAS    )

The foregoing document was acknowledged before me on this the 7 day of February, 2023 by Cornelia Kinauer who:

is personally known to me, or produced \_\_\_\_\_ as identification.



Mariko J. Rey  
Notary Public  
My Commission Expires: August 25, 2026

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE  
WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION")  
APPROVING AN EXCLUSIVE EASEMENT TO CORRECT AN OVERLAP IN THE  
BUILDING 18A PLAT**

**WHEREAS**, the plat for Building 18A was recorded on June 14, 1977; and

**WHEREAS**, the Association was recently informed by the owner of property adjacent to the property platted for Building 18A of an overlap with the plat of the adjacent property; and

**WHEREAS**, the overlap area is approximately 6.4 feet by 102.5 feet for a total area of approximately 656 square feet (the "Overlap Area"); and

**WHEREAS**, a professional surveyor and mapper reviewed the Building 18A plat on behalf of the Association and confirmed that the Overlap Area is outside the fenced area of the On Top of the World condominium community; and

**WHEREAS**, the Association has never occupied the Overlap Area or treated the Overlap Area as condominium property; and

**WHEREAS**, the owner of the adjacent property desires to plat the adjacent property; and

**WHEREAS**, in order to approve platting the adjacent property, Pinellas County requires a resolution of the Overlap Area and a letter of no objection on behalf of the Association; and

**WHEREAS**, the attached Exclusive Easement grants to the adjacent owner the rights in the Overlap Area that Pinellas County requires for the adjacent property to be platted; and

**WHEREAS**, the attached Exclusive Easement states that the Association will not be required to relocate or modify in any way any existing fences; and

**WHEREAS**, the attached Exclusive Easement expressly prohibits using the Exclusive Easement to access the On Top of the World condominium community.

**NOW THEREFORE**, it is resolved as follows:

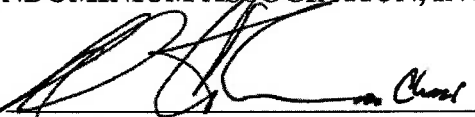
1. The Board of Administration approves the Exclusive Easement and authorizes the Chairman to sign the Easement and any other documents necessary to complete the transaction.
2. The Board of Administration authorizes Association counsel to provide a letter of no objection to Pinellas County.

PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF FEBRUARY 2023.

**ATTEST:**

  
\_\_\_\_\_  
C. Guy Woolbright, Secretary

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
Kenneth D. Colen, Chairman

**PREPARED BY AND RETURN TO:**  
**William J. Kimpton, Esquire**  
**WILLIAM J. KIMPTON, PA**  
**605 Palm Boulevard, Suite B**  
**Dunedin, FL 34698**

**EXCLUSIVE EASEMENT FOR SUBDIVISION DEVELOPMENT**

THIS AGREEMENT, made and entered into between **ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 2069 World Parkway Boulevard East, Clearwater, Florida 33763, hereinafter referred to as "Grantor", and **KIERKEL, INC.**, a Florida corporation, whose address is 2130 Alt. 19, Suite B, Palm Harbor, Florida 34683, hereinafter referred to as "Grantee".

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, lawful money of the United States of America in hand paid by the said Grantee, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee and Grantee's successors and assigns forever, the following express Exclusive Easement:

An exclusive easement over the property described in the attached Exhibit "A" to be used by the Grantee or its successors and/or assigns, for development of the property described in the attached Exhibit "B" as a residential community, and for any and all related purposes of whatever nature.

Said Easement shall run with the land described in Exhibit "B" exclusively and perpetually. Grantor shall not be required to relocate or modify, in any way, existing fences. **The Easement does not include the right of access to Grantor's property known as the On Top of the World Condominium community, and Grantee and Grantee's successors and assigns are specifically prohibited from accessing the On Top of the World Condominium community by this Easement.**

Grantor makes no claim of ownership to the Exhibit "A" property, makes no use of same, does not occupy the same, and pays no real estate taxes thereon. Grantor is a condominium association and makes this perpetual exclusive Easement in favor of the Grantee to the exclusion of all others. **This Agreement is undertaken to cure errors in Plat recorded at Condominium Plat Book CPR25, Page 28, Public Records of Pinellas County, Florida.**

IN WITNESS WHEREOF, the said Grantor hereunto has caused these presents to be signed and sealed and to be acknowledged on this \_\_\_\_ day of February, 2023.

Signed, sealed and delivered  
in our presence:

ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida not-for-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By \_\_\_\_\_  
Kenneth D. Colen, Chairman/Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [ ] physical presence, or [ ] online notarization, this \_\_\_\_ day of February, 2023, by KENNETH D. COLEN, Chairman/Director of ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, ( ) who is personally known to me, or ( ) who has produced his \_\_\_\_\_ as identification on behalf of On Top of the World Condominium Association, Inc., and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## D E S C R I P T I O N

BEING A PORTION OF LOTS 8 & 29 SUN GLO PARK AS RECORDED IN PLAT BOOK 54, PAGE 64 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE SOUTHEAST CORNER OF LOT 29, SUN GLOW PARK, THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SIDNEY STREET N00°02'19"E, 35.00 FEET; THENCE LEAVING SAID LINE N89°57'41"W, 9.93 FEET FOR THE POINT OF BEGINNING; THENCE S00°00'24"W, 6.27 FEET; THENCE N89°59'36"W, 90.00 FEET; THENCE S89°52'38"W, 102.47 FEET TO THE EAST RIGHT-OF-WAY LINE OF BELCHER ROAD, THENCE ALONG SAID LINE N00°50'16"W, 6.38 FEET; THENCE LEAVING SAID LINE N89°54'33"E, 102.45 FEET; THENCE S89°57'41"E, 90.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,216.9 SQUARE FEET, MORE OR LESS

## N O T E S

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SAID LINE BEING ASSUMED AS S89°46'45"E.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

## C E R T I F I C A T I O N

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

\_\_\_\_\_  
JUSTIN FERRANS  
PROFESSIONAL LAND SURVEYOR  
LS 6958, STATE OF FLORIDA

SHEET 2 OF 2

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION			
J:\N\5254\DWG\5254 QUIT.DWG			

# EXHIBIT A



**POLARIS ASSOCIATES INC.**

PROFESSIONAL SURVEYING LB 6113  
2165 SUNNYDALE BOULEVARD, SUITE D  
CLEARWATER, FLORIDA 33765  
(727) 461-6113

**EXHIBIT "B"**

The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet of Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the Public Records of Pinellas County, Florida.

BEICHER ROAD (COUNTY ROAD 501)

PUBLIC WIDTH VARIES

GRASS MEDIAN

ORDER AUTHORIZING EXECUTION OF EASEMENT AGREEMENT DB 1626, PG 355

SUN FLO PARK PB 58, PG 84

12' UTILITY EASEMENT

NO BUILDING OR CK LINE O.R. BK TO PG 2309

APPROX 36 PARKING

(BEARING BASIS) WEST RIGHT-OF-WAY LINE

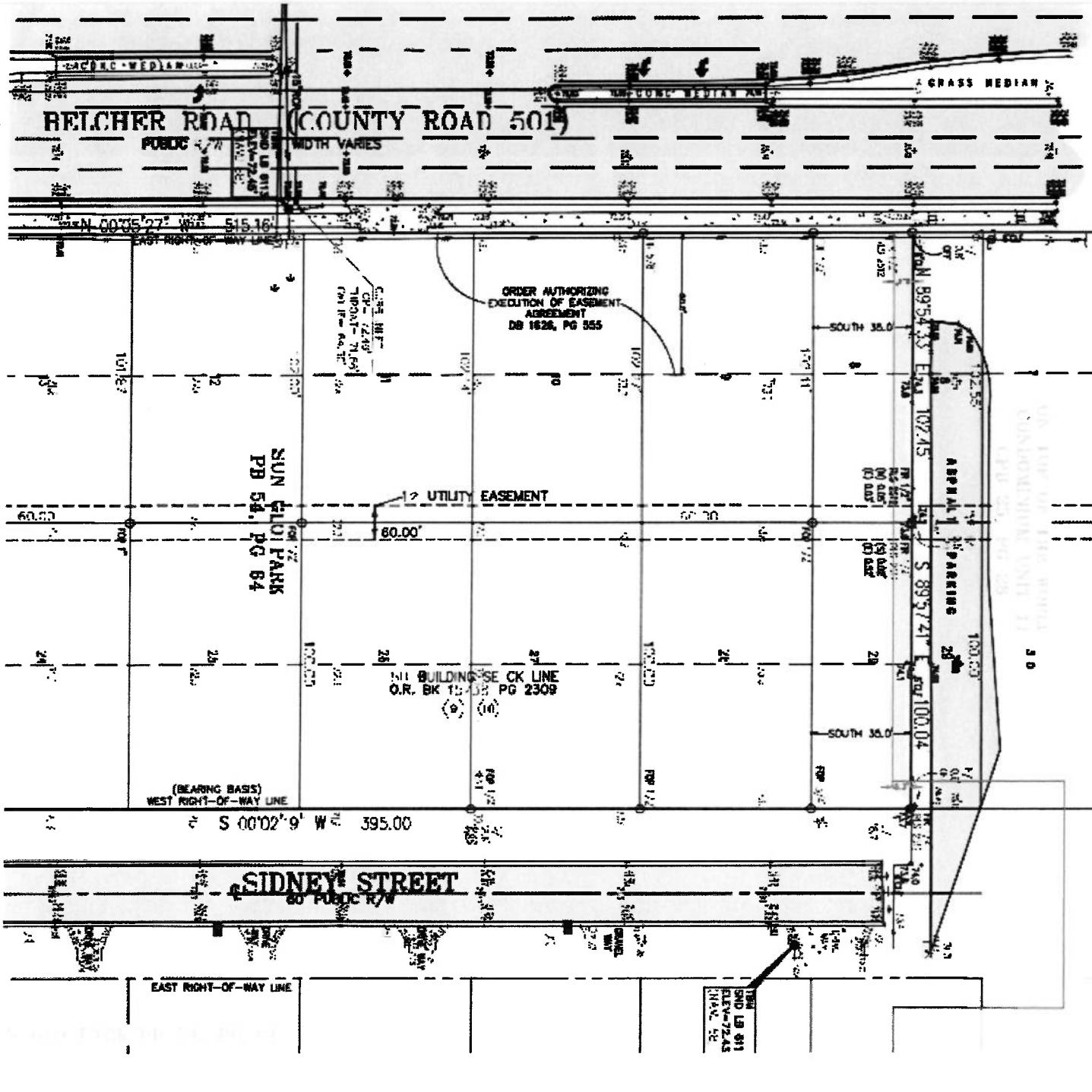
S 00°02' 9" W 395.00

SIDNEY STREET

60' PUBLIC R/W

EAST RIGHT-OF-WAY LINE

TRM 580 LB 811 ELEV=72.45 (NAC) 58

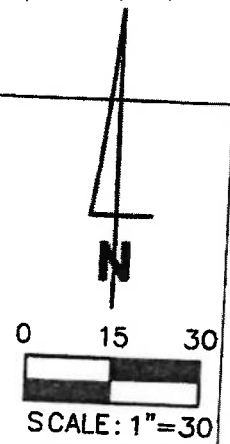




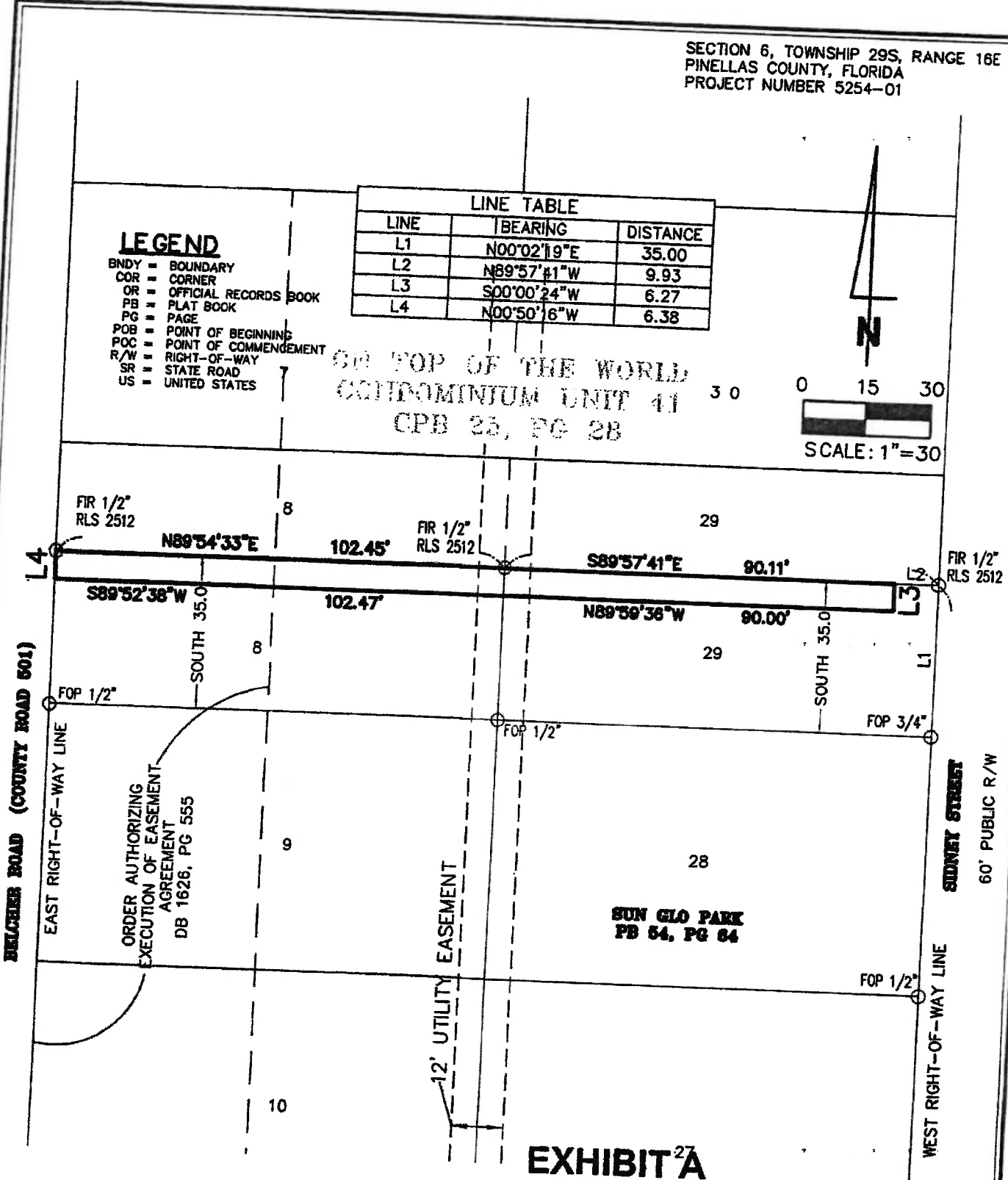
**LEGEND**

- BNBY = BOUNDARY
- COR = CORNER
- OR = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- SR = STATE ROAD
- US = UNITED STATES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'19"E	35.00
L2	N89°57'41"W	9.93
L3	S00°00'24"W	6.27
L4	N00°50'16"W	6.38



ON TOP OF THE WORLD  
 CONDOMINIUM UNIT 11  
 CPB 25, PG 28



**EXHIBIT A**

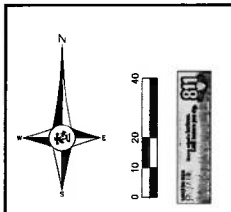
SHEET 1 OF 2

ITEM	DATE	BY	QC
ETCH & DESCRIPTION	10-26-22	JDF	JDF
\\5254\DWG\5254 QUIT.DWG			

**SIDNEY STREET  
 TWIN VILLAS  
 QUIT CLAIM**



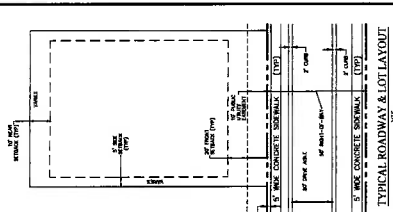
**POLARIS ASSOCIATES INC.**  
 PROFESSIONAL SURVEYING LB 6113  
 2165 SUNNYDALE BOULEVARD, SUITE 0  
 CLEARWATER, FLORIDA 33765  
 (727) 461-6113



**FLOOD ZONE NOTE:**  
 THE SHEET APPEARS TO BE IN FLOOD ZONE X.  
 MANAGEMENT AGENCY FLOOD INSURANCE RATE  
 11/04/2016, DATED SEPTEMBER 3, 2001

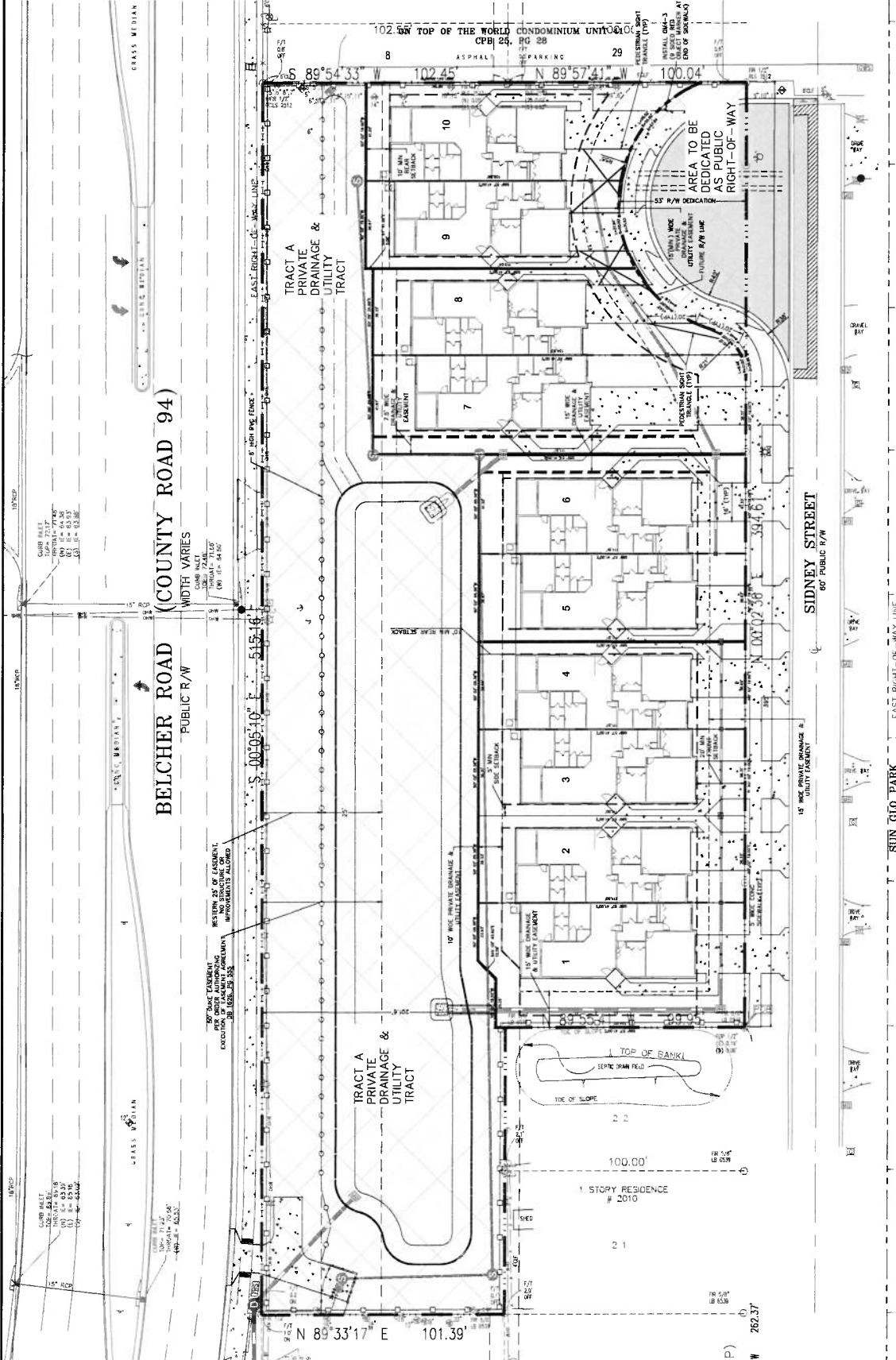
**DATUM NOTE:**  
 ALL ELEVATIONS BASED ON CITY OF  
 CLEARWATER BENCHMARKS (M. 112) HAVING  
 AN ELEVATION OF 10.00 FEET ON NORTH  
 AMERICAN VERTICAL DATUM 1988

**NOTE TO CONTRACTORS:**  
 THE LOCATIONS OF ALL UTILITIES ARE  
 SHOWN BEFORE BEGINNING SITE WORK. THE  
 EXISTING UTILITIES ARE TO BE MAINTAINED  
 UNLESS OTHERWISE NOTED. PROVIDE  
 INFORMATION AND/OR DISCREPANCIES



**PEDESTRIAN SIGHT TRIANGLE NOTE:**  
 WITHIN SIGHT TRIANGLE, UNBARRICADED  
 SPARKS AND CROSS WALKS SHALL BE  
 MAINTAINED TO A MINIMUM OF 8.0 FEET  
 AND 8.0 FEET, NO STRUCTURE, OBJECT, AND/OR  
 OBSTRUCTION SHALL BE MAINTAINED  
 IN A MANNER WHICH MATERIALLY  
 IMPAIRS THE VISIBILITY OF TRAFFIC  
 IN ANY DIRECTION IN THE INTERSECTING PUBLIC  
 STREET.

**LIGHTING NOTE:**  
 ALL NEW OUTDOOR LIGHTING SHALL MEET THE  
 SECTION 136-3509



REVISIONS

NO.	DATE	DESCRIPTION
1	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS
2	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS
3	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS
4	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS
5	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS
6	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS
7	07/14/22	ISSUED PER PHILLIPS COUNTY COMMENTS

**PREPARED BY:**  
 GULFWIND CONTRACTING, LLC  
 DBA GULFWIND HOMES, LLC  
 1817 Cypress Brook Drive, Suite 104  
 Trinity, FL 34655

**PROJECT DESCRIPTION:**  
 SIDNEY STREET  
 EAST RIGHT-OF-WAY LINE

**PROJECT LOCATION:**  
 BELCHER ROAD (COUNTY ROAD 94)  
 SUN GLO PARK

**Gulf Coast Consulting, Inc.**  
 Lead Development Consulting  
 11000 N. US Highway 1  
 Clearwater, Florida 34616  
 WWW.GULFCOASTCONSULTING.COM

**Scale:** 1" = 20'-0"

**DATE:** 07/14/22

**BY:** [Signature]

**CHK:** [Signature]

**PRC:** [Signature]



07/14/22

C5

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. IMPLEMENTING THE ASSOCIATION'S STATUTORY POWERS TO SUSPEND RIGHTS OF OWNERS, OCCUPANTS AND GUESTS TO USE COMMON FACILITIES AND TO SUSPEND RIGHTS OF MEMBERS TO VOTE WHEN PAYMENTS DUE THE ASSOCIATION ARE MORE THAN 90 DAYS DELINQUENT, AS PROVIDED IN SUBSECTIONS 718.303(3), (4) AND (5), FLORIDA STATUTES**

**RESOLVED**, that the Board of Administration (the "**Board**") of On Top of the World Condominium Association, Inc., a Florida not-for-profit corporation (the "**Association**") hereby determines that it is in the best interest of the Association to implement and enforce the Association's statutory powers and authority to suspend the rights of unit owners, occupants, licensees and invitees to use common elements, common facilities, or any other association property, and to suspend the rights of members to vote, whenever such unit owners or members are delinquent for more than 90 days in paying any monetary obligation due to the Association, which said powers and authority are more particularly set forth in Subsections 718.303(3), (4) and (5), *Florida Statutes*; and

**FURTHER RESOLVED**, that, due to a delinquency for more than 90 days in the payment of a monetary obligation owned to the Association, the Association shall send by mail or hand delivery written notice to each unit owner, occupant, licensee and invitee listed on Exhibit "A" attached to these Resolutions and incorporated herein by reference advising that the rights of the unit owner and any occupant, licensee and invitee to use the common elements, common facilities or other Association property, and all membership voting rights appurtenant to the ownership of the unit, are suspended effective automatically at midnight on the 14<sup>th</sup> day after the date of the notice unless the Association receives before then payment of all obligations currently due or overdue the Association with regard to the applicable unit; and

**FURTHER RESOLVED**, that the suspension of use rights shall not apply to limited common elements intended to be used only by a unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators; and

**FURTHER RESOLVED**, that the suspensions of use rights and voting rights imposed pursuant to these Resolutions shall remain in effect as to each applicable person and unit until all monetary obligations currently due or overdue the Association have been paid with regard to the relevant owner and unit and, upon such payment, the corresponding use rights and voting rights shall be reinstated automatically without the necessity of any further action by the Board or notice from the Association; and

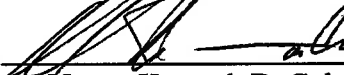
**FURTHER RESOLVED**, that these Resolutions shall be filed with the minutes of the proceedings of the Board of Administration of the Association.

PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF FEBRUARY, 2023.

ATTEST

  
\_\_\_\_\_  
C. Guy Woolbright, Secretary

**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
Name: Kenneth D. Colen  
Title: Chairman

**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**

**EXHIBIT "A" TO RESOLUTION 2023-02**

**FEBRUARY 10, 2023**

<b>Bldg/Unit Numbers</b>		<b>In Legal?</b>
CW-0900	0010	YES
CW-0700	0013	YES
CW-2100	0025	YES
CW-2400	0068	YES
CW-3400	0024	YES
CW-3700	0051	YES
CW-4800	0005	YES
CW-5000	0029	YES
CW-5300	0055	YES
CW-7300	0059	YES
CW-7400	0037	YES
CW-8800	0059	YES
CW-2900	0016	NO
CW-6600	0037	NO

Total = 14 Accounts

**Agenda Item 5 – Report on Unit Owner Comments Vote on Waiver of Reserves**

Recite the Vote on Waiver of Reserves

**Agenda Item 6 – Resolution 2023-02A Consideration of adoption of Budget for fiscal year July 1, 2023 through June 30, 2024**

**Short Title: RESOLUTION 2023-02A**

A RESOLUTON OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE “ASSOCIATION”) ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

## **RESOLUTION 2023-02A**

### **A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, the Management Company has provided recommendations on and submitted a proposed operating budget (the "Proposed Budget") for fiscal year beginning July 1, 2023 and ending June 30, 2024 to the Board of Directors of the Association as attached as "Exhibit A"; and

**WHEREAS**, at least 14 days prior to the adoption of the Proposed Budget, the Association mailed a copy of the Proposed Budget to each Owner of Record in the Association, as evidenced by the attached Mailing Transaction Receipt "Exhibit B" dated June 1, 2023; and

**WHEREAS**, the Board of Administration set June 15, 2023 as the date for a meeting of the Board of Administration to consider adoption of such Proposed Budget, along with other business; and

**WHEREAS**, the Board of Administration approves applying the 2022-2023 fiscal year's budget surplus to the proposed 2023-2024 fiscal year budget, as depicted in the table on the reverse side of the 2023-2024 Annual Operating Budget; and

**WHEREAS**, the Board of Administration hereby approves applying Summit Broadband SBB (SBB) payments collected from Unit Owners from fiscal year 2022-2023, and deposited into an Association Money Market Fund, to fiscal year 2023-2024 SBB invoices, as depicted in the table on the reverse side of the 2023-2024 Annual Operating Budget; and

**WHEREAS**, the Board of Administration hereby approves applying the remaining surplus in the Money Market Account to the Property and Casualty Insurance expense for the 2023-2024 fiscal year budget, as depicted in the table on the reverse side of the 2023-2024 Annual Operating Budget; and

**WHEREAS**, the Board of Administration hereby approves applying the remaining balance of the \$1.9M Summit Broadband (SBB) Door Fee to the 2023-2024 fiscal year SBB invoices until the SBB Door fee is depleted, as further depicted in the table on the reverse side of the 2023-2024 Annual Operating Budget.

### **NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Administration has reviewed the recommendations as provided in the Proposed Budget submitted by the Management Company and finds that the Proposed Budget accurately reflects the projected costs of the operations of the community; and



That the Board of Administration hereby approves adoption of the Proposed Budget, as submitted.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF JUNE 2023.

ATTEST:

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.**

\_\_\_\_\_  
C. Guy Woolbright, Secretary

By: \_\_\_\_\_  
Name: Kenneth D. Colen  
Title: Chairman

*Exhibit A*

**On Top of the World Condominium Association, Inc.  
Annual Operating Budget for Fiscal Year July 01, 2023-June 30, 2024**

**Income**

<b>Association Assessments (Without Reserves)</b>	<b>\$ 20,348,928</b>
Reserves - Unless Waived	<u>\$ 4,568,310</u>
<b>Total Income (With Reserves)</b>	<b><u>\$ 24,917,238</u></b>

**Services and Operating Expenses:**

<b>Bulk Service agreement for: TV and Internet</b>	<b>SCH 1</b>	<b>\$ 0</b>
<b>Management Fees</b>		<b>\$ 715,392</b>
<b>Maintenance Expenses</b>		
Janitorial and Grounds Maintenance Services		\$ 6,915,456
Landscape Services		\$ 357,696
Building Maintenance and Repair		\$ 1,132,704
Remediation and Special Projects		\$ 59,616
Elevator Services		\$ 119,232
Electrical Services		\$ 29,808
Inspection Services		<u>\$ 29,808</u>
<b>Total Maintenance Expense</b>		<b>\$ 8,644,320</b>

**Operating Expenses**

Property and Casualty Insurance	<b>SCH 2</b>	\$ 1,967,328
Gate Operations		\$ 536,544
Pinellas Utility Potable Water		\$ 1,013,472
Recreational Amenities		\$ 2,444,256
Wastewater and Irrigation		\$ 1,430,784
Waste Management Trash and Recycle		\$ 596,160
Association Audit Fee		\$ 29,808
Association Tax Return		\$ 29,808
Association Legal Expenses		\$ 59,616
Bad Debt Expense		\$ 59,616
General and Administrative		\$ 59,616
Fees Payable to the Division		<u>\$ 19,872</u>
<b>Total Operating Expense</b>		<b>\$ 8,246,880</b>

**Capital Expenditures and Deferred Maintenance**

Deferred Maintenance	\$ 476,928
Roof Replacement	\$ 1,192,320
Building Painting & Waterproofing	\$ 775,008
Elevator Cab Replacement	\$ 238,464
Paving	<u>\$ 59,616</u>
<b>Total Capital Expenditures and Deferred Maintenance</b>	<b>\$ 2,742,336</b>

<b>Total Services and Operating Expenses</b>	<b>\$ 20,348,928</b>
Total Reserves - Unless Waived	<u>\$ 4,568,310</u>
<b>Total Annual Expenses (With Reserves)</b>	<b><u>\$ 24,917,238</u></b>

**Balance**

	Current	Estimated	Estimated	Estimated	
Reserves	Amount Funded	Replacement Cost	Remaining Life	Useful Life	Annual Cost
Building Roofing		247,835	various	20	\$2,708,587
Building Painting		46,918	various	5	\$923,924
Paving		25,390	various	25	\$99,259
Elevator Cab Replacement		53,736	various	20	<u>\$836,540</u>
<b>Total Reserves</b>					<b><u>\$4,568,310</u></b>



Exhibit D



Electronic Confirmation Acceptance Notice

USPS Generated

Note to Mailer: Your electronic postage statement has been submitted to the USPS PostalOne! system on Jun 01, 2023 10:44 AM.

The labels and electronic mailing information associated to this form, must match the physical mailing being presented to the USPS® with this form.

Postage Statement ID: 547659633  
 Post Office of Permit: OCALA, FL, 34478-9998  
 Mailing Group ID: 414253744  
 Account Holder: PARKWAY MAINTENANCE & MANAGEMENT LLC.  
 Account Number: 402814  
 Permit Holder: PARKWAY MAINTENANCE & MANAGEMENT LLC.  
 Permit Type and Number: PI 48  
 Mail Agent: EARNEST MAIL  
 Mail Owner Name: PARKWAY MAINTENANCE & MANAGEMENT LLC.  
 Mail Owner's Permit Type and Number:  
 CRID: 22082691  
 Customer Reference ID: OTOW condo budget  
 Mail Class and Price Eligibility: First-Class - Regular  
 Processing Category: Flats  
 Single Piece Weight Declared by Mailer: 0.1230 lbs (1.97 oz)  
 Total Mail Pieces: 4,821 pieces  
 Total Weight: 592.9830 lbs  
 Total Postage Amount: \$4840.08  
 Permit Account for Insufficient Affixed Postage:  
 Total Postage Affixed: \$0.00  
 Total Postage Due: \$4840.08  
 Handling Unit :

1' MM Trays	2' MM Trays	2' EMM Trays	Flat Trays	Sacks	Pallets	Other
			65			

Important: Please bring your mailing by -

Jun 08, 2023

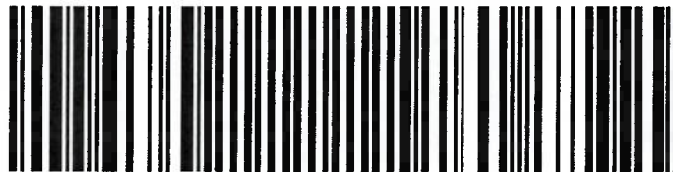
**Post Office of Mailing**  
 OCALA BMEU 400 SW 1ST AVE  
 OCALA, FL 344789998

**Hours**  
 Mon 01:00 PM - 04:00 PM  
 Tue 01:00 PM - 04:00 PM  
 Wed 01:00 PM - 04:00 PM  
 Thu 01:00 PM - 04:00 PM  
 Fri 01:00 PM - 04:00 PM  
 Sat Closed  
 Sun Closed

Note:

- \*This mailing may be subject to additional verification at the time of acceptance.
- \*This mailing cannot be processed at the self service terminal.

SCAN AT ACCEPTANCE



9275 7900 0000 0000 5476 5963 35

**Agenda Item 7 – Resolution 2023-03 – Consideration of adoption of insurance deductibles**

**Short Title: RESOLUTION 2023-03**

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE “ASSOCIATION”) ADOPTING INSURANCE DEDUCTIBLES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 IN ACCORDANCE WITH FLORIDA STATUTES, 718.111(11)

Marsh, the insurance Broker, has confirmed there are no changes to the deductible limits for the upcoming fiscal year. Additionally, there are no changes to the “Insurance Responsibility of the Individual Unit Owner” information that is posted on the OTOWClearwaterinfo.com website under Association/Insurance Forms. This document is also attached to Resolution 2023-03 and made a part of this Resolution.

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") ADOPTING INSURANCE DEDUCTIBLES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 IN ACCORDANCE WITH FLORIDA STATUTES, 718.111 (11)**

**WHEREAS**, the Association has purchased property insurance through a Master Policy of Insurance with Marsh & McLennan, and such Policy's coverage limits are for full replacement value; and

**WHEREAS**, in accordance with Florida Statutes, 718.111(11)3, the Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board; and

**WHEREAS**, the Board of Administration set June 15, 2023 as the date for a meeting of the Board of Administration to consider adopting deductibles, along with other business, and noticed all Owners of Record in the Association of same as stated previously;

**WHEREAS**, the attached document "Insurance Responsibility of the Individual Unit Owner" provides the deductible limits, along with examples of potential assessments, and such document shall be available to residents and be posted on the Association's website;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Administration has reviewed the recommendations as provided in the Insurance Responsibility of the Individual Unit Owner and finds that the deductible limits are sufficient; and

That the Board of Administration hereby approves adoption of the deductible limits, as submitted.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF JUNE 2023.

ATTEST:

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.**

\_\_\_\_\_  
C. Guy Woolbright, Secretary

By: \_\_\_\_\_  
Name: Kenneth D. Colen  
Title: Chairman

## **Insurance Responsibility of the Individual Unit Owner**

Condominium buildings within the On Top of the World Condominium Association are insured through your Association. This fiscal year, the Board is purchasing coverage limits of full replacement value.

The deductible for “named storms” is 5% of the building value, with a minimum deductible of \$250,000, per occurrence and \$10,000,000 maximum per occurrence for wind and hail. On an “unnamed storm” event, the deductible is \$10,000 retained by the Association. Once the deductible is met, the insurance coverage takes effect. As a practical matter, a loss of \$250,000 would require an assessment to all owners. This would amount to approximately \$51/unit to make up the loss. By retaining more of the risk, the Association is able to realize a savings in the cost of coverage.

For all other property losses (fire, lightning, vandalism, etc.), the deductible is \$10,000 per occurrence.

The following is an excerpt from Chapter 718 of the Florida Statutes. Underlining is for emphasis only and is not contained in the original writing.

“Anything to the contrary notwithstanding, the terms “condominium property”, “building”, “improvements”, “insurable improvements”, “common elements”, “association property”, or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, wall, and ceiling coverages, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinet and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. The foregoing is intended to establish the property or casualty insuring responsibilities of the association and those of the individual unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner. Beginning January 1, 2004, the association shall have the authority to amend the declaration of condominium, without regard to any requirement for mortgage approval of amendments affecting insurance requirements, to conform the declaration of condominium to the coverage requirements of this section.

Every hazard insurance policy issued or renewed on or after January 1, 2004, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the condominium association that operates the condominium in which the unit owner’s unit is located. All real or personal property located within the boundaries of the unit owner’s unit which is excluded from the coverage to be provided by the association as set forth in paragraph (b) shall be insured by the individual unit owner.”

### **HO-6 Policy:**

Each owner should have in effect an HO6 Policy which includes an Additions and Alterations, Loss of Use, Personal Liability rider to their personal policy. Additionally, the loss assessment provision of your policy should be at least \$2,000.



The Association policy covers original construction. If you, or a previous owner, have made major changes to your unit, the cost to replace the additions should be disclosed to your agent and insured under your HO-6 policy.

**Loss of Use** is an important coverage in your HO-6 policy. Loss of Use coverage pays your living expenses while you are unable to live in your unit due to a casualty. At a minimum, determine your cost of living away from your unit for 12 months and discuss with your insurance broker the appropriate level of coverage and the cost to be included in your HO-6 policy.

**Personal Liability Coverage** A typical HO-6 policy has \$300,000 of liability coverage. Liability Coverage protects you in case you damage Association, or a neighbor's, property. The most common occurrence is water leaking from one unit to another. By the time water has passed through and damaged a neighboring unit, the water has also damaged Association covered property. Fire can also damage multiple units. If a fire starts in your unit, and damages neighboring units, your neighbor's insurance carrier is going to try to recover its damages from you and your carrier. Your Personal Liability Coverage will protect you.

**Association Policy Deductibles/ Potential Assessment**

The property insurance for your association includes the following deductibles:

\$10,000 deductible per occurrence, **except:**

Named Storm Wind deductible = 5% of location total insured value subject to a \$250,000 minimum deductible per occurrence;

Named Storm Flood deductible = 5% of location total insured value subject to a \$250,000 minimum deductible per occurrence; all other Flood deductibles subject to \$100,000 per occurrence except if the building is in Flood Zones beginning with A or V, then the deductible is \$500,000.

Earthquake deductible = \$100,000 per occurrence

Sinkhole or "catastrophic ground collapse" is covered under the policy limit, with a deductible of \$10,000.

Uninsured damages (falling outside the scope of coverage, outside the limit purchased, or within the prevailing deductible) sustained by the association shall be assessed to the unit owners.

**Examples:**

Building insured value \$5,544,000, 72 units.

Building sustains wind damage during a hurricane amounting to \$3,000,000.

Named Storm wind deductible = 5% x \$5,544,000 = \$277,200 deductible.

\$277,200 deductible divided by Association Membership (4,968) = \$56.00/unit

Building insured value \$5,544,000, 72 units.

Building catches on fire after lightning strike with damage amounting to \$300,000.

\$10,000 deductible divided by Association Membership (4,968) = \$2.00/unit

***The typical condominium unit owner's policy provides a limit of \$2,000 for association assessments. It is our recommendation that individual unit owners determine the limit provided in his/her own policy,***

***review potential loss scenarios and increase the assessment limit if possible. The average rate is \$2 per \$1,000 limit. Confirm with your agent that the assessment limit will cover the deductible shortfall.***

**Agenda Item 8 – Resolution 2023-04 Suspension of Rights of Owners when payments due the Association are more than 90 days delinquent**

**Short Title: RESOLUTION 2023-04**

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. IMPLEMENTING THE ASSOCIATION'S STATUTORY POWERS TO SUSPEND RIGHTS OF OWNERS, OCCUPANTS AND GUESTS TO USE COMMON FACILITIES AND TO SUSPEND RIGHTS OF MEMBERS TO VOTE WHEN PAYMENTS DUE THE ASSOCIATION ARE MORE THAN 90 DAYS DELINQUENT, AS PROVIDED IN SUBSECTIONS 718.303(3), (4), AND (5), FLORIDA STATUTES

There are 12 accounts to consider for suspension, please refer to Exhibit A to Resolution 2023-04.

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. IMPLEMENTING THE ASSOCIATION'S STATUTORY POWERS TO SUSPEND RIGHTS OF OWNERS, OCCUPANTS AND GUESTS TO USE COMMON FACILITIES AND TO SUSPEND RIGHTS OF MEMBERS TO VOTE WHEN PAYMENTS DUE THE ASSOCIATION ARE MORE THAN 90 DAYS DELINQUENT, AS PROVIDED IN SUBSECTIONS 718.303(3), (4) AND (5), FLORIDA STATUTES**

**RESOLVED**, that the Board of Administration (the "**Board**") of On Top of the World Condominium Association, Inc., a Florida not-for-profit corporation (the "**Association**") hereby determines that it is in the best interest of the Association to implement and enforce the Association's statutory powers and authority to suspend the rights of unit owners, occupants, licensees and invitees to use common elements, common facilities, or any other association property, and to suspend the rights of members to vote, whenever such unit owners or members are delinquent for more than 90 days in paying any monetary obligation due to the Association, which said powers and authority are more particularly set forth in Subsections 718.303(3), (4) and (5), *Florida Statutes*; and

**FURTHER RESOLVED**, that, due to a delinquency for more than 90 days in the payment of a monetary obligation owed to the Association, the Association shall send by mail or hand delivery written notice to each unit owner, occupant, licensee and invitee listed on Exhibit "A" attached to these Resolutions and incorporated herein by reference advising that the rights of the unit owner and any occupant, licensee and invitee to use the common elements, common facilities or other Association property, and all membership voting rights appurtenant to the ownership of the unit, are suspended effective automatically at midnight on the 14<sup>th</sup> day after the date of the notice unless the Association receives before then payment of all obligations currently due or overdue the Association with regard to the applicable unit; and

**FURTHER RESOLVED**, that the suspension of use rights shall not apply to limited common elements intended to be used only by a unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators; and

**FURTHER RESOLVED**, that the suspensions of use rights and voting rights imposed pursuant to these Resolutions shall remain in effect as to each applicable person and unit until all monetary obligations currently due or overdue the Association have been paid with regard to the relevant owner and unit and, upon such payment, the corresponding use rights and voting rights shall be reinstated automatically without the necessity of any further action by the Board or notice from the Association; and

**FURTHER RESOLVED**, that these Resolutions shall be filed with the minutes of the proceedings of the Board of Administration of the Association.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JUNE 2023.

ATTEST:

\_\_\_\_\_  
C. Guy Woolbright, Secretary

**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: Kenneth D. Colen  
Title: Chairman

**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**

**EXHIBIT "A" TO RESOLUTION 2023-04**

**JUNE 15, 2023**

<b>Bldg/Unit Numbers</b>		<b>In Legal?</b>
25	07	YES
05	03	YES
31	30	NO
85	19	NO
34	49	NO
66	37	NO
76	33	NO
31	17	NO
15	33	NO
61	02	NO
75	61	NO
82	81	NO

Total = 12 Accounts

**Agenda Item 9 – Resolution 2023-05 – Consider Action to Approve Phase 1  
Milestone Inspection Services by ESI, per SB 154**

**\*\*\*RESOLUTION AND AGREEMENT TO BE PROVIDED TO BOARD  
OF ADMINISTRATION MEMBERS ON THE DAY OF THE MEETING.**

**Agenda Item 10 – Resolution 2023-06 – Ratification of Association Actions for clean-up and restoration of 26-43 and authorizing levy of a special assessment against 26-43**

**Short Title: RESOLUTION 2023-06**

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE “ASSOCIATION” LEVYING A SPECIAL ASSESSMENT AGAINST BUILDING 26 UNIT 43 FOR CLEAN UP AND REPAIRS IN THE APPROXIMATE AMOUNT OF \$39,331.07 PLUS INTEREST AND ASSOCIATED LEGAL FEES AND COSTS

Please review the attached information in regard to Resolution 2023-06.

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE  
WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") LEVYING A  
SPECIAL ASSESSMENT AGAINST BUILDING 26 UNIT 43 FOR CLEANUP AND  
REPAIRS IN THE APPROXIMATE AMOUNT OF \$39,331.07 PLUS INTEREST AND  
ASSOCIATED LEGAL FEES AND COSTS**

**WHEREAS**, Parkway Maintenance & Management Pinellas, LLC (the "Management Company") was informed by a resident on or about February 1, 2023, of the resident's belief that a nearby unit has been vacant for an extended period of time, probably several years, and that the vacant unit may be infested with rats or other rodents; and

**WHEREAS**, the Management Company determined the potentially vacant unit to be unit 43 in building 26 ("Unit 43"); and

**WHEREAS**, the Management Company attempted to contact the apparent owner of Unit 43 by letter, by telephone, by leaving a door tag requesting a call, and by speaking with neighbors but was unable to contact or determine the whereabouts of the owner; and

**WHEREAS**, through diligent research, the Management Company ultimately learned that the owner of Unit 43 is deceased; and

**WHEREAS**, the surviving spouse of the deceased owner authorized the Management Company to access and inspect Unit 43; and

**WHEREAS**, upon inspection of Unit 43 on February 13, 2023, the Management Company found droppings and other evidence of rodent infestation; and

**WHEREAS**, the Management Company took photographs of Unit 43 that are attached as **Exhibit A**; and

**WHEREAS**, the Management Company determined that the following services were necessary for cleanup and removal of excessive belongings, pest control and extermination, air quality testing, demolition, plumbing repairs, removal and disposal of ceiling drywall, asbestos popcorn ceiling and vinyl flooring, and replacing drywall; and

**WHEREAS**, the total cost incurred by the Management Company for these services is \$39,331.07, and documentation of these costs is attached as **Exhibit B**; and

**WHEREAS**, the Association may incur other costs while trying to collect reimbursement of these costs; and

**WHEREAS**, notice of consideration of a special assessment has been provided in accordance with Florida law;

**NOW, THEREFORE**, it is resolved as follows:

1. Unit 43 has been unoccupied for an undetermined length of time that is reasonably believed to be several years.



2. In the absence of an owner claiming responsibility for Unit 43, it is reasonable for the Association to incur costs to clean Unit 43 to protect other units and the common elements of the condominium.
3. The cleanup and repair efforts undertaken and the costs incurred by the Management Company for Unit 43 were necessary and in the best interest of the Association and the On Top of the World condominium community.
4. It is necessary and in the best interest of the Association to levy a special assessment (“Special Assessment”) against Unit 43 and its owner in the amount of \$39,331.07 for the cleanup and repair costs, plus interest and any associated legal fees and costs.
5. The Special Assessment shall be due and owing to the Association within 30 days following receipt of an invoice for same from the Association (“Payment Deadline”).
6. If the Special Assessment is not paid on or before the Payment Deadline, the Association is authorized and directed to enforce collection thereof in accordance with law and the applicable Declaration of Condominium.
7. The Association is authorized to take such actions to implement this Resolution as deemed necessary or appropriate including but not limited to the execution and delivery of any and all documents, notices, contracts, or other instruments of any kind or nature whatsoever reasonably required or desirable for the accomplishment of this Resolution.
8. Any and all actions heretofore taken by the officers of the Association and the Management Company consistent with this Resolution are hereby approved, ratified, and confirmed in all respects.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JUNE 2023.

**ATTEST:**

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.**

\_\_\_\_\_  
C. Guy Woolbright, Secretary

By: \_\_\_\_\_  
Kenneth D. Colen, Chairman

**Exhibit A**  
**Photographs of Unit 43 - Before**





**Photographs of Unit 43 – After**



**Exhibit B**

**Summary of Clean-up Costs with  
Supporting Documentation**

<b>Contractor</b>	<b>Service</b>	<b>Amount</b>
Hoarder Rescue, LLC	Trash and debris removal	\$10,120.00
Creepy Creatures Termite & Pest	Pest control, clean out and treatment; rodent trapping	\$525.00
O2 Consulting, Inc.	Asbestos inspection and report; asbestos samples	\$400.00
Able Builders, Inc.	Demolition and cleaning	\$12,031.49
Able Plumbing, Inc.	Plumbing repairs	\$729.58
Cooper & Associates	Removal and disposal of ceiling drywall, vinyl flooring, and air testing	3,200.00
Higher Level Drywall, LLC	Replace drywall	\$12,325.00
<b>Total</b>		<b>\$39,331.07</b>





Hoarder Rescue, LLC  
License# 19-00051429  
Roxanne Smith  
Direct line: #727-580-0907

**03/28/2023**

**INV 2321**

**Prepared for:**

On Top of the World Condominium Association, Inc.  
C/O Parkway Maintenance & Management Pinellas, LLC  
2069 World Parkway Blvd East Clearwater, FL 33763  
Email: [lisa\\_mcalum@parkwayclw.com](mailto:lisa_mcalum@parkwayclw.com)

**Address:** 2457 Ecuadorian Way #43 Clearwater, FL 33763  
Services rendered March 22– 24 , 2023.

**Labor:**

<b>Day 1:</b> 6 techs @ \$65 hr per tech for 6 hours	<b>\$2,340.00</b>
<b>Day 2:</b> 6 techs @ \$65 hr per tech for 6 hours	<b>\$2,340.00</b>
<b>Day 3:</b> 6 techs @ \$65 hr per tech for 6 hours	<b>\$2,340.00</b>
<b>Supply fee:</b> All PPE, trash bags, HEPA filters ,etc	<b>\$400.00</b>
<b>Dumpster:</b> 6 @ \$450 each	<b>\$2,700.00</b>
<b>Total Due:</b>	<b>\$10,120.00</b>

**Creepy Creatures Termite & Pest**  
 2989 Bradford Circle  
 Palm Harbor, Florida 34685  
 727-488-5657

# INVOICE



License JB263438

License JB263438

On Top Of The World Condo  
 Assoc.  
 2069 World Parkway Boulevard  
 Clearwater, FL 33763

**Service Address**  
 2457 Ecuadorian Way  
 Clearwater FL 33763  
 .  
 2457 Ecuadorian Way  
 Clearwater, FL 33763

727-799-3270 Mobile

Account # 7435  
 Invoice # 1951  
 Invoice Date 03/21/23  
**Invoice Total \$525.00**

ITEM	DESCRIPTION	COST	QTY	PRICE
Pest Control				
Pest Control	Blg 26 unit 43 Clean out all roaches, ants and other insect pests. Includes follow up treatment. 90 day guaranteed if units is cleared of hoarding.	\$150.00	1	\$150.00
Rodent/Rat Trapping	Blg 26 unit 43 Trapping of rats. Includes 4 weekly visits for a total of 4 visits. ***Additional visits \$55 per visit.***	\$375.00	1	\$375.00

**Terms**  
 Payment is due on receipt.

**Notes**  
 Thank you for your business.

**Subtotal \$525.00**  
**Total \$525.00**  
**Amount Paid \$0.00**  
**Amount Due \$525.00**  
**Past Balance \$0.00**  
**Balance Due \$525.00**

IF YOU HAVE A CARD ON FILE AND YOU WOULD LIKE US TO CHARGE IT, PLEASE CALL/TEXT 727-488-5657 OR EMAIL  
 CREEPYCREATURESINC@GMAIL.COM  
 www.CreepyCreatures.net

## PAYMENT STUB

Creepy Creatures Termites & Pest  
 2989 Bradford Circle  
 Palm Harbor, FL 34685

**Customer**  
**Account # 7435**  
**Invoice # 1951**  
**Invoice Date 03/21/23**  
**Balance Due \$525.00**

**Amount Enclosed**

O2 Consulting, Inc.  
 5450 Bruce B. Downs Boulevard, Suite 220  
 Wesley Chapel, FL 33544-8616  
 813-714-9971

# Invoice

Date	Invoice No.
03/30/23	5561
P.O. Number	Terms
Project	

<b>Bill To:</b>
On Top of the World Condominium Associati C/O Parkway Maintenance & Management Pinellas, LLC 2069 World Parkway Blvd. East Clearwater, FL 33763

Item	Description	Quantity	Rate	Amount
Asbestos Survey	Asbestos inspection and report for 2457 E cudorian Way Unit 43	1	250.00	250.00
Asbestos Survey	Additional asbestos samples	6	25.00	150.00
			<b>Total</b>	<b>\$400.00</b>

**PAID**  
 3-31-23  
 CC

Thank you for your business.



**Able Builders, Inc**  
 14445 US HWY 19 N  
 Clearwater, FL 33764  
 +1 7274475868  
 info@ablebuildersinc.com  
 www.ablebuildersinc.com

**INVOICE**

**BILL TO**  
 On Top of the World Condo Assoc  
 C/O Parkway Maint & Mgmt Pinellas. LLC  
 2069 World Parkway Blvd E  
 Clearwater, FL 33770

**SHIP TO**  
 Property-  
 2457 Ecuadorian Way #43  
 Clearwater, FL 33763

**INVOICE** 4737  
**DATE** 04/07/2023  
**TERMS** Due on receipt  
**DUE DATE** 04/07/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/06/2023	Demo and cleaning	1	12,031.49	12,031.49
Additional 3% Fee added for all Credit Debit Card payments If you would like to pay with a credit card please let us know and we will add a 3% processing fee to the invoice and re-send to you with a link to pay online Otherwise you may mail a check to  Able Builders 14445 US HWY 19 N Clearwater FL 33764				
<b>SUBTOTAL</b>				<b>12,031.49</b>
<b>TAX</b>				<b>0.00</b>
<b>TOTAL</b>				<b>12,031.49</b>
<b>BALANCE DUE</b>				<b>\$12,031.49</b>



# Invoice

for  
 On Top of the World Condo  
 Assoc, Inc  
 2069 World Parkway Blvd  
 Clearwater, FL 33763-3649

**Service Location:**C/O Parkway  
 Maint & Mgmt Pinellas LLC  
 2457 Ecuadorian Way, #43  
 Clearwater, FL 33763-3453



14445 US Hwy 19 N  
 Clearwater, FL 33764  
 727-330-2733

[www.ableplumbinggroup.com](http://www.ableplumbinggroup.com)  
 CFC 026561

**Invoice No. 5556** Issued on Fri Apr 7, 2023

Qty	Name	Description	Rate	Amount	Tax
2	LABOR- CONTRACTOR RATE	*SPECIAL*-CONTRACTOR LABOR RATE - 4/6/23 - Tim (w/ Marvin) Service call to replace tub drain @ 2457 Ecuadorian #43 Removed old cast iron P-trap that has hole in it, as seen in picture; Install new 2-in P-trap, also installed new drain to tub and new overflow kit. Everything appears to be operating correctly at this time.	\$85.00	\$170.00	NON
2	LABOR- CONTRACTOR RATE	*SPECIAL*-CONTRACTOR LABOR RATE - 4/6/23 - Marvin (w/Tim) We removed broken cast iron and replaced a 2' ptrap under the bathtub; also replaced the bathtub drain kit [drain , overflow and tee behind the tub]	\$85.00	\$170.00	NON
1	MISC MATERIALS	2" pvc p-trap and fittings; tub drain and overflow kit; consumables for repairs	\$72.45	\$72.45	NON
1	MISC CONSUMABLES CHG 10	Consumables	\$10.00	\$10.00	NON

tax	\$0.00
total	\$422.45
amount paid	\$0.00
balance due	\$422.45

# Invoice

for  
 On Top of the World Condo Assoc  
 C/O Parkway Maint & Mgmt  
 Pinellas. LLC  
 2069 World Parkway Blvd E  
 Clearwater, FL 33770

**Service Location:**2457 Ecuadorian  
 #43  
 2457 Ecuadorian Way, #43  
 Clearwater, FL 33763-3453



14445 US Hwy 19 N  
 Clearwater, FL 33764  
 727-330-2733

[www.ableplumbinggroup.com](http://www.ableplumbinggroup.com)  
 CFC 026561

**Invoice No. 5572** Issued on Thu Apr 13, 2023

Qty	Name	Description	Rate	Amount	Tax
1	LABOR- CONTRACTOR RATE	*SPECIAL*-CONTRACTOR LABOR RATE Plugged off drain in master shower also replaced three shut-offs with quarter turns two in kitchen and one in guest bathroom in hallway. Everything appears to be operating correctly at this time. Also noticed in master shower shower valve was concreted. Let Kim know to let Lisa know took pictures. Kim said she will get back to me on replacement.	\$85.00	\$85.00	NON
1	MISC MATERIALS 35	MATERIALS	\$112.96	\$112.96	NON
1	MISC CONSUMABLES CHG 10	Consumables	\$10.00	\$10.00	NON
1.16667	LABOR- CONTRACTOR RATE	*SPECIAL*-CONTRACTOR LABOR RATE Removing and install new shower valve. Took old shower valve out of concrete wall. Left a new shower valve exposed so if maintenance needs to be done can be done to it. Appears to be operating correctly at this time.	\$85.00	\$99.17	NON

tax	\$0.00
total	\$307.13
amount paid	\$0.00
balance due	\$307.13

Signature:  
Signature Date:

---

# THANK YOU

for choosing Able Plumbing, Inc.

---

## QUESTIONS? CONTACT US

[lisa@ablebuildersinc.com](mailto:lisa@ablebuildersinc.com)  
727-330-2733

[Pay Online](#)

## TERMS & CONDITIONS

I. API has offered the exclusive price contingent upon the scope of work being accepted and commenced within 30 days from proposal date.

II. API reserves the right to refuse or stop the work at any time due to unsafe or unforeseen conditions that may change the scope of work. API will evaluate the conditions and submit a proposal to solve and remedy the problem. Work will continue after the customer and API have come to a signed agreement. If no agreement can be reached, API will collect payment for the portions of the work completed up to the time the job ceased at the regular rates of API and the customer agrees to hold harmless from all actions, claims, demands and/or penalties.

III. The scope of work for this job is related to what is described above. Any deviation from said scope of work or unforeseen problems delaying the timely completion of the job may incur an additional charge (rate is \$ 110.00 per hour). All work will be done in accordance with state and local plumbing codes.

IV. Customer will provide API and/or employees with access as indicated and/or requested while the work is being performed.

V. API will not be responsible any broken, damaged, crushed, collapsed or corroded drain or sewer line. Repair or replacement of drain/sewer line found whether caused by API or not is the responsibility of the customer. Should drain/sewer repair or replacement become necessary, a separate proposal will be submitted by API.

VI. API will provide a separate proposal for water lines, emergency shut-off valves or any additional recommendations for plumbing items that may need to be repaired or replaced.

VII. API will try to minimize the damage to the work area, but will not be responsible for any concrete, asphalt, walls, cabinets, sod, landscaping, sprinklers, water lines, gas lines, cable TV lines, pool re-circulation lines, pool filtration lines, or any other utility lines, walkways, driveways, and/or any other structural damage to the property.

VIII. All permit fees are to be paid by the customer.

**All unpaid invoices will incur interest at a rate of 1.5% per month (18% per annum) after ten days of the invoice date. Owner also agrees to pay all fees; collection, attorneys, etc. to collect the debt.**

NOTE: 2457 Ecuadorian Way, #43



## **NOTICE TO OWNER**

Under the Florida Mechanic Lien law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, and is not paid for his/her work or supplies has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (at prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a claim against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

## **TERMS AND CONDITIONS RESPONSIBILITIES OF CUSTOMER**

Customer represents that, except as described in the request for service, all plumbing, water conditioning and drain systems are in good repair and condition and agrees to hold Able Plumbing, Inc. harmless for the discovery of defective conditions. Including, but not limited to the following: 1.

Improper or faulty plumbing 2. Lines that are settled or broke 3. Electrical defects 4. Rusted or defective pipes 5. Existing illegal conditions 6. Defective roofing 7. Acids in the drain system.

## **RESPONSIBILITIES OF ABLE PLUMBING, INC.-CONDITIONS AND LIMITATIONS**

Able Plumbing, Inc. shall do all work in a competent, workmanlike manor. Able Plumbing, Inc. is not responsible for any existing illegal conditions. Able Plumbing, Inc. is not responsible for any pre-existing moisture damage, mildew or mold conditions or future mold or mildew caused by repair or during repair.

## **LIMITED WARRANTY**

Able Plumbing, Inc. warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferrable. If a defect in materials or workmanship covered by the warranty occurs, Able Plumbing, Inc. will with reasonable promptness during normal working hours, remedy the defect. In no event, shall Able Plumbing, Inc. be held liable for water or other damage caused by any delay in remedying a defect. To obtain a warranty performance notify Able Plumbing, Inc. of any defect or claims for breach at the address and telephone number on the face hereof. Able Plumbing, Inc. is not responsible for the following which are excluded from the coverage of this limited warranty: 1. Defective conditions listed under the above "Responsibilities of the Customer" 2. Work performed by or materials installed by others not in this agreement. 3. Defects and failures from mistreatment or neglect. This limited warranty is the only express warranty Able Plumbing, Inc. gives. Implied warranties, including, but not limited to, warranties of merchantability and fitness for a purpose are limited to a duration of ninety (90) days from the date of completion.

## **EXCLUSIONS AND LIMITATIONS**

Customer's right to repair and replacement are the exclusive remedies and Able Plumbing, Inc. shall not be liable for incidental or consequential damages resulting from the materials provided for in this contract.

### **PROTECTION OF CUSTOMERS' PROPERTY**

Customer agrees to remove or protect any personal property, inside and out, including but not limited to: carpets, rugs, shrubs and planting, and Able Plumbing, Inc. shall not be responsible for said items.

Nor shall Able Plumbing, Inc. be held responsible for the natural consequences of Able Plumbing, Inc.'s work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets and other appurtenances to the residence or other real property. Able Plumbing, Inc. shall not be held responsible for damage to personal property, real property, or any improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

### **ENTIRE AGREEMENT**

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for, or on their behalf, or by any commitment, or arrangement not to set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns. Able Plumbing, Inc. will not provide an itemized breakdown of materials and labor for flat rate priced work. However Able Plumbing, Inc. will provide an itemized list of all materials used to perform the necessary repair upon request.

### **ADDITIONAL TERMS AND CONDITIONS OF SALE**

All labor and material is conclusively accepted as satisfactory unless accepted in writing within seven (7) days of performance. Any claim for property damage is conclusively waived unless presented to Able Plumbing, Inc. in writing within seven (7) days of occurrence. The liability of Able Plumbing, Inc. formal malfeasance or non-performance is limited to the amounts due hereunder. It is hereby provided that the title to all material to be furnished by the undersigned shall be and remain in the undersigned, until all sums of money called for in this proposal have been fully paid, and that until said sums are so paid said materials shall be (and by your acceptance hereof you agree) and remain personal and movable property in whatsoever manner they may be annexed to realty; that in case of default in the payment above provided for, the undersigned is authorized to enter said premises and take possession of and remove said materials at any time; and that in the event of default the undersigned may retain as liquidated damages any sum or sums of money that have been paid hereunder and that all expenses incurred in litigation arising out of and caused by failure to make payments as herein provided for shall be paid by you. A service charge of 1 1/2% per month (18% per annum) will be charged on all balances after 10 days from the invoice date. Customer agrees to pay all fees; collection, attorneys, etc. to collect any outstanding debt.

*Thank you for your business! We'd appreciate your feedback. Please review us [here](#).*

# Cooper & Associates

P. O. Box 11476  
St. Petersburg, FL 33733-1476  
Phone 727-327-3822 Fax 727-323-4820

## Invoice

DATE	INVOICE #
04/06/2023	032023

On Top of the World Condominium Association, Inc.  
C/O Parkway Maintenance & Management Pinellas, LLC  
2069 World Parkway Blvd. East  
Clearwater, FL 33763

Attn: Ms. Lisa McAlum

TERMS
Net due upon receipt

DESCRIPTION	AMOUNT
<p><b>Reference:</b> 2457 Ecuadorian Way #43 - Clearwater, Florida 33763</p> <p>For the removal and disposal of ceiling drywall with asbestos popcorn ceiling texture, vinyl flooring, and final air testing located in the kitchen at the above referenced property.</p> <p style="text-align: right;">Ceiling Removal = <b>\$2,575.00</b> Flooring Removal = <b>\$625.00</b></p> <p style="text-align: center;">- THANK YOU -</p>	
<b>TOTAL</b>	<b>\$3,200.00</b>



## Higher Level Drywall

P.O. Box 1743 Tarpon Springs, FL 34688  
Invoice

Estimate No: 458

Date: 04/19/2023

Address: 2457 Ecuadorian Way #43 Clearwater, FL 33763

**Scope of work:**

1. Hang and finish approx 3424 sq. bd. ft. drywall on walls only throughout the condo.
2. Smooth sanded finish.
3. All board 1/2" unless specified below.
4. Mold resistant drywall used in wet areas. (Kitchen, laundry, bathroom)
5. No specialty board included for any NAVD requirements.
6. All windows, corners, bifolds, and doorless openings wrapped and finished.
7. Square metal corner bead used throughout.

**Labor: \$8950**

**Texture: \$NA**

**Materials: \$ 2750**

**Total: \$11,700**

**Added work to original estimate:**

1. Fill holes in the firewall holes w/ fire proof caulking and motar.
2. Reframe shower wall.
3. Hang and finish drywall on walls in bathroom.
4. Hang durock in shower area.

**Labor: \$470**

**Materials: \$150**

**Total: \$625**

**Total owed 4/19/2023: \$12,325**

Estimate good for 30 days. Any changes to scope of work will change pricing. All unforeseen circumstances and weather conditions may change finish date and price. Clean-up included, but detailed cleaning extra. Deposit required to start and remainder due upon payment schedule. Any damage to existing walls due to masking materials can be repaired for additional charge. Popcorn removal includes minor touch ups, any fallen tape or hidden damage will be an additional charge. We do not do closets except master walk-ins. Tops of walls may need to be chalked/painted/cut in after popcorn is removed. Ceiling is a raw drywall product when completed and needs to be primed and painted. Wait at least 48 hrs before painting.

**Andrew T. Humiston**

(727)488-7749

HigherLevelDrywall@gmail.com

**AIR MONITORING & SUPERVISION, LLC**

1102 Yale Dr  
Holiday FL 34691  
(727) 224-7508  
monitoring.supervision01@gmail.com

**Client: Cooper & Associates**  
**PO Box 11476**  
**St. Petersburg, FL**  
**33733-1476**

April 07, 2023

**Project: 2457 Ecuadorian Way #43 Clearwater, FL**  
**Cooper & Associates**

**Final CLEARANCE AIR SAMPLING REPORT**

<b>SAMPLE</b>	<b>LOCATION</b>	<b>LITERS/AIR</b>	<b>FIBERS/CUBIC CENTIMETER</b>
F1	kitchen	1200	.0008

ANALYSIS BY PHASE CONTRAST MICROSCOPY, NIOSH 7400 METHOD, "A" COUNTING METHOD

**SAMPLE COLLECTED BY:** Angela Steward

**SAMPLE ANALYZED BY:** Angela Steward

Disclaimer: Phase Contrast Microscopy (PCM) does not distinguish between asbestos fibers and other fibers. All fibers which meet the criteria specified in the NIOSH 7400 method are counted without any distinction. Analysis of air samples reveal fiber concentration is below the industry standard for clean air after an abatement of 0.01 fcc fibers per cubic centimeter.



**Agenda Item 11 – Resolution 2023-07 – Consideration of authorizing installation of Amazon Hub in Common Elements**

**Short Title: RESOLUTION 2023-07**

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") AUTHORIZING INSTALLATION OF AMAZON LOCKERS IN COMMON ELEMENTS AND APPROVING THE AMAZON LOCKERS AGREEMENT

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE  
WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION")  
AUTHORIZING INSTALLATION OF AMAZON LOCKERS IN COMMON  
ELEMENTS AND APPROVING THE AMAZON LOCKERS AGREEMENT**

**WHEREAS**, providing centralized Amazon lockers for delivery of packages would be a convenience for Association members and residents and would reduce the potential for interference with delivered goods left outside units; and

**WHEREAS**, there is ample room in common elements throughout the On Top of the World condominium community in select building center cores to install Amazon lockers without materially altering the common elements; and

**WHEREAS**, the Management Company will designate the location of locker installations in consultation and cooperation with Amazon using Amazon's pre-determined criteria and prioritizing locations that require minimal work to prepare for installation; and

**WHEREAS**, there is no cost to the Association for Amazon supplying and installing the lockers provided they remain in place for at least one year, however, the Association will incur nominal expenses for some preparatory work it must do to make the locations suitable for the lockers such as but not limited to, installing electrical outlets and relocating bulletin boards, signage, and miscellaneous items within center cores;

**NOW THEREFORE**, it is resolved as follows:

1. The Board of Administration authorizes the installation of Amazon lockers in the common elements throughout the On Top of the World condominium community in select building center cores designated by the Management Company as described above and in a manner that does not result in a material alternation of the common elements.
2. The Board of Administration approves the Amazon Lockers Agreement with Amazon.com Services, LLC and authorizes the Chairman or Vice Chairman to sign the agreement and take such other actions as are necessary and appropriate to implement the agreement.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JUNE 2023.

**ATTEST:**

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.**

\_\_\_\_\_  
C. Guy Woolbright, Secretary

By: \_\_\_\_\_  
Kenneth D. Colen, Chairman

## AMAZON LOCKERS AGREEMENT

Last Updated: September 26, 2022

Welcome to the Amazon Lockers program (the “**Program**”). This Amazon Lockers Location Agreement, which incorporates the Program Policies (as defined below), the Amazon.com Privacy Notice, the Amazon.com Conditions of Use and other applicable rules, policies and terms posted on Amazon.com (collectively, the “**Agreement**”), is effective as of the date on which you click through this Agreement (the “**Effective Date**”). This Agreement constitutes a legally binding agreement between Amazon.com Services, LLC (“**Amazon**”, “**we**”, “**us**” or “**our**”) and the business entity that you represent (on behalf of your company and each Company Location (as defined below) that you elect to sign up for the Program, “**your company**” or “**you**”). All references to this Agreement include the Program Policies. If there is a conflict between the Program Policies and any other section of this Agreement, the Program Policies will prevail. You agree, on behalf of your company, to bind your company to all of the terms and conditions of this Agreement, and you represent and warrant that you have legal authority to bind your company to this Agreement.

**The Program.** This Agreement sets forth the terms and conditions under which you authorize Amazon to install, access and use Amazon delivery kiosks/lockers (“**Amazon Lockers**”) in participating company locations, which are either owned or leased by your company (“**Company Locations**”), as part of the Program. The Amazon Locker is a storage unit for deliveries and returns authorized by Amazon. We may place Amazon Lockers in mutually-agreeable locations at Company Locations. Your company, as licensor, grants to Amazon, its affiliates, and its and their respective carriers, employees, contractors, subcontractors, representatives, and agents, a license to each Company Location (including ingress and egress therefrom) to (a) install, maintain, inspect, repair, and operate one or more Amazon Lockers, in a mutually agreed-upon designated space at such Company Location; (b) occupy and use such designated space for the Program; and (c) in connection with termination of this Agreement or a Company Location, remove the Amazon Lockers located at such Company Location.

**Representations and Warranties.** Amazon represents and warrants: (a) to hold all relevant permits, licenses and authorizations to install, use and deliver products to the Amazon Lockers at each Company Location. Your company represents and confirms to us, and agrees that: (a) that it has the full right, power and authority to enter into and perform its obligations under this Agreement and that by engaging in the Program it is not in breach of any obligation to any third party, (b) to hold proper insurance with respect to each Amazon Locker installed at a Company Location, (c) to hold good and valid title to, or a valid leasehold interest in and to, each Company Location and that, such Company Locations comply with all laws, rules and regulations (including requirements for licenses, permits, certifications and approvals) in connection with the operation of the Program, and (d) to comply with Amazon’s Supplier Code of Conduct posted at <https://sellercentral.amazon.com/help/hub/reference/external/G1801> and Amazon’s Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct>.

**Term and Termination.** This Agreement will begin as of the Effective Date and will continue until terminated by a party. Either party may terminate this Agreement, in whole or with respect to any Company Location, by providing a 30 days’ written notice to the other party. For avoidance of doubt, if your company requests to terminate this Agreement, with respect to any Company Location prior to the first anniversary of the installation date of the Amazon Locker at a Company Location (“**Early Termination**”), you will be responsible for any and all costs associated with such Early Termination (including, among other things, costs of removal, shipping costs, and depreciation). Either party will have the right to immediately terminate this Agreement, in whole or with respect to any Company Location, by providing a written notice to the other party, in case, a service interruption is caused by fire, vandalism or any circumstance beyond the parties’ reasonable control (“**Force Majeure**”) that adversely impacts a person’s ability to access and use the Amazon Lockers. Upon the termination of any Company Location, you will: (a) allow Amazon to uninstall and remove the Amazon Lockers located in such Company Location within 10 business days after the effective date of the termination of this Agreement and, (b) reimburse any costs or expenses paid by Amazon prior to the effective date of termination.

**Other Terms.** Neither party will issue any press releases or publicity relating to the other party, participation in the Program, or this Agreement without the other party’s written consent. You must refrain from any action suggesting or implying that the installation or operation of the Amazon Lockers is a shared or co-sponsored initiative between the parties. You may not assign this Agreement without Amazon’s written consent; provided, however, that without the consent of Amazon you may assign any rights or obligations under this Agreement to any affiliates or in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets, or any similar transaction. We may modify this Agreement (including, for the avoidance of doubt, the Program Policies) at any time by posting a revised version in the portal or by otherwise providing notice to your company. You are responsible for reviewing this Agreement regularly to stay informed of any modifications. IF YOUR COMPANY CONTINUES TO PERFORM THE SERVICES AFTER THE EFFECTIVE DATE OF ANY MODIFICATION TO THIS AGREEMENT, YOUR COMPANY AGREES TO BE BOUND BY THE MODIFICATIONS. IF YOUR COMPANY DOES NOT AGREE TO THE MODIFICATIONS, YOUR COMPANY MUST STOP PERFORMING SERVICES. **Any dispute or claim arising from or relating to this Agreement is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability and all other terms in the Amazon.com Conditions of Use.** All notices hereunder will be in writing and will be sent by overnight courier or certified mail. Notices to your company may be delivered to either the e-mail address or physical address provided by your company when you signed up for the Program. Notices to Amazon will be delivered, Attn: General Counsel, to P.O. Box 80683, Seattle, WA 98108-0683 (if by USPS) or 410 Terry Avenue North, Seattle, WA 98109-5210 (if by courier), with a copy to [contracts-legal@amazon.com](mailto:contracts-legal@amazon.com).

## AMAZON LOCKERS PROGRAM POLICIES

AMAZON CONFIDENTIAL

### Welcome to the Program

Welcome to the Amazon Lockers Program (the "**Program**"), where you will have the opportunity to place Amazon Lockers in participating Company Locations, as part of the Program. Amazon is excited that you are participating in the Program. Capitalized terms used but not defined in these Program Policies have the meanings ascribed to those terms in the Amazon Lockers Agreement (the "**Agreement**"). These Program Policies are subject to change from time to time at Amazon's sole discretion.

### Program Requirements

Unless otherwise specified in writing by Amazon (including in any separate Program Policy that is posted in the portal), the following standard operating procedures apply in connection with the Program. Failure to meet these standard operating procedures may result in you needing to take immediate action to remediate and could result in the termination of your Agreement, in whole or with respect to any Company Location.

#### **A. Installation and Use**

You will make available a specific area for the installation and use of the Amazon Lockers. The specific area around the Amazon Lockers must be clean and in good working condition free from any defects, debris, or other environmental conditions that may adversely impact customers' ability to access and use the Amazon Lockers. You may not modify, remove, damage, or alter the Amazon Lockers appearance or place any items on or directly in front of the Amazon Lockers. If you become aware of any issue with the Amazon Lockers, you will notify Amazon Customer Service at 1-877-346-6244 as soon as practicable.

#### **B. Damages and Losses**

We own each Amazon Locker, and risk of loss or damage to the Amazon Locker is Amazon's responsibility (excluding loss or damage caused by the negligence, recklessness, willful misconduct or failure to comply with this Agreement by you and your respective personnel, including employees, agents, or representatives, which loss or damage will be your responsibility).

#### **C. Physical Access to Company Locations**

You agree that Amazon and its designated representatives (including but not limited, carriers, employees or contractors) will have access to the Company Locations and Amazon Lockers to carry out maintenance and/or repair works, deliver, retrieve or return products, subject to your Company Locations' security protocols and regular business hours.

#### **D. Relocation and Reinstallation**

You must not modify, move, relocate, unplug, disassemble or, tamper the Amazon Lockers in any way. If you need to relocate any Amazon Locker from its then-current placement on either a temporary or permanent basis for any reason, you may request relocation by providing a two weeks' prior written notice to us, specifying the Amazon Locker to be affected and the details of the relocation. Amazon reserves the right to audit the relocation area and provide our written consent to your relocation request. If we deny your relocation request, each party will have the right to immediately terminate such Amazon Lockers(s), and remove the Amazon Locker(s) located at such Company Location. Alternatively, if we consent your relocation request, we will be responsible for performing relocation and reinstallation works, and you will be responsible for bearing any associated expenses (including for utility or internet connections).

#### **E. Inquiries**

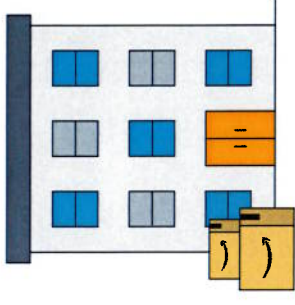
You will use reasonable efforts to direct customers to the location of the Amazon Lockers upon customers' request. If customers ask you for any information regarding the Amazon Locker, you should direct customers to follow the instructions on the Amazon Locker, directing customers to contact Amazon customer service with questions or concerns regarding the Amazon Lockers.

# Apartment locker solutions from Amazon Hub

Make Amazon delivery more secure and worry-free for your residents. Designed for buildings with 10-120 units.

## Apartment managers and residents are looking for simpler ways to receive Amazon package deliveries.

Introducing an Amazon Locker that secures packages and simplifies handling in the convenience of a lobby or receiving area.



## Key Highlights and Benefits:

### *Improved Security & Convenience*

- 24/7 self-service kiosks, keeps packages secure until pickup.
- Bluetooth-enabled to sync with residents mobile device for access.
- Eliminates missed deliveries and package security issues.
- Contact-less delivery experience with no concierge assistance needed.

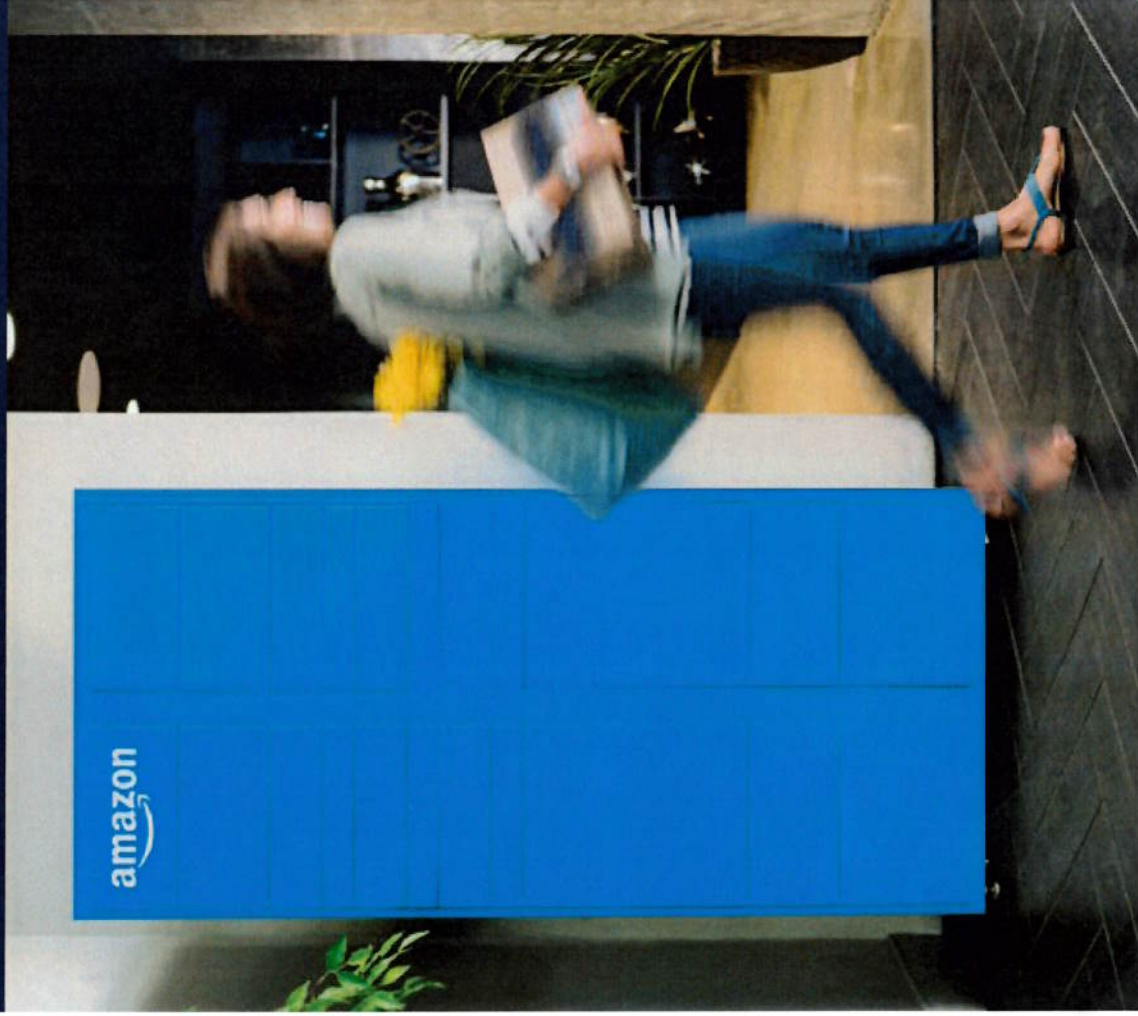
- Locker use is exclusive to your apartment residents.

### *Low-Cost Install and Maintenance*

- No electrical power required for indoor installations - locker runs off battery with estimated 10 year life.
- Outdoor installations may require an electrical outlet for a light bar.

### *Elevated Resident Experience*

- Removes the need to wait for Amazon deliveries or coordinate with drivers.





# How it works!

## Step 1:

Resident buys on Amazon.com and ships the order to their usual mailing address.

## Step 2:

Amazon carrier arrives at the property and delivers the Amazon package into the locker.

## Step 3:

Once the carrier delivers the package in the locker, resident receives an instant notification via email or text message.

## Step 4:

Resident connects to the locker through the Amazon shopping app on their smartphone. The door opens and resident retrieves their package.



## Placement requirements

### Indoor or Outdoor Space

- The locker dimensions are 80.90" H x 36.67" W x 22.64" D (does not include antenna dimensions which add 2" to overall height). The total height clearance required for locker and antenna setup is 89". A minimum of 36" wide clear path is required in front of the locker; 48" wide clear path required in California.
- The locker should be installed on a flat surface with a maximum change in grade of 2" over a 9' span.

### Accessibility

- A location that can receive deliveries and that customers can access daily.
- Must avoid critical building elements (i.e., emergency shut off valves, fire alarms, fire sprinklers, thermostats, utility access points, drain covers, etc.).

### Electrical Network

- Locker does not require main electrical power.
- Locker does not require WIFI connection.

## Installation process

- 1 Submit your site address to Amazon for review
- 2 Amazon conducts an onsite survey to check site viability
- 3 Property manager approves the installation plan and signs the agreement
- 4 Amazon installs the locker
- 5 Locker is live! Your residents are ready to receive Amazon packages



## FAQ's

- **How are apartment lockers different from the lockers I see at grocery and convenience stores?**  
Amazon's apartment lockers are not open to the public, offering your residents exclusive access. Lockers in grocery and convenience stores are open to the general public.
- **What is the cost to join this program?**  
We are rapidly expanding our Apartment Locker network nationally and for a limited time we are offering the Apartment Locker free of charge to qualifying apartment locations. Outside of this limited time promotion, the five year Apartment Locker lease fee is \$2,900.



## Contact us

To get started or if you have any further questions, please reach out to our Business Development Team

**amazon hub**

**Agenda Item 12 – Consider approving contracts between ADL Aluminum and the Association for Railing Improvement Projects for Buildings 77 and 78**

The Railing Improvement project is ongoing in the Condominium Community. ADL Aluminum has performed many railings projects to the Condominium Community over the last \_\_\_ years.

Attached Contracts are for Building 77 and Building 78 railing improvement projects.



## CONTRACT / AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_, 2023 by and between On Top Of the World Condominium Association, (“Association”) and ADL Aluminum Incorporated, a Florida corporation (“Contractor”).

### WHEREAS:

- A. The Association desires to have performed a **Railing Improvement project at Building 77** as further described in **Exhibit A** (the “Services”).
- B. Contractor presented The Association a bid of **\$33,908.62** for the Services described and further defined in **Exhibit A**
- C. The Association has determined to accept that bid proposal.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Services.** Contractor will provide the Services to the Association as described in **Exhibit A**, plus any other written plans and written specifications which shall be agreed upon by the parties hereto. Provided however, that this Agreement shall have no force and effect until Contractor has provided the Association with such proof of insurance as well as any other requirements as are acceptable to the Association.
2. **Compensation.** Upon completion of the Services, and thereafter, verification by the Association that Contractor has provided the Services as described in **Exhibit A**, Contractor shall submit an invoice for such Services to the Association as outlined in **Exhibit A**. Provided Contractor’s invoice for payment is received by the Association not later than Tuesday, and subject to satisfactory completion and acceptance of work, payment will be made on the **Friday of the following week after 2:00 p.m.** As often as requested by the Association and as a condition precedent to payment, Contractor shall sign a final lien waiver/release, as subsequently directed by the Association. As often as requested by The Association and as a condition precedent to payment, Contractor shall submit proof of Contractor’s payment to all contractors, suppliers, laborers, and other persons or entities claiming through Contractor, who furnished labor, materials, services, or equipment in connection with the Services.
3. **Term.** The term of this Agreement shall commence on **or about October 1st, 2022**, and shall continue to **completion of project, on or about June 30th, 2023**. By mutual agreement and without change in pricing, this Agreement may be extended an additional year, if applicable.
4. **Indemnity.** Contractor shall indemnify, hold harmless and defend the Association, Parkway Maintenance & Management Pinellas, L.L.C., and all related entities’ and also their agents, servants, employees, officers, directors, stockholders, partners, and limited partners from and against all manner of claims, cause or causes of action, losses, damages, liability or liabilities or responsibility including litigation



costs and expenses through appellate proceedings resulting from all acts and actions of Contractor or any of Contractor's sub-contractors or sub-sub contractors that arise from or that are or may be contemplated by this Agreement including but not limited to loss or damage arising from personal injury to any person who may be injured or damaged by actions of the Contractor or its sub-contractors or sub-sub contractors.

5. **Insurance Requirements.** Unless identified otherwise in the Contractor's Scope of Work, Contractor shall maintain the insurance coverage in accordance with the attached **Exhibit B**.

6. **Business Ethics Expectations.** Contractor understands and agrees to abide by standard of ethical conduct as described in the Business Ethics Expectations provided in **Exhibit C**.

7. **Safety.** The Contractor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the Association's Community Services Manager for non-compliance with any of the fore mentioned requirements. Contractor at sole cost and expense shall provide safe and sufficient facilities at all times for inspection of the Work by the Association or its respective representatives. Contractor shall take all safety measures required by the Association and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. The indemnification provisions of numbered paragraph 4 shall be applicable to this paragraph 7.

8. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause the Association to become or be deemed a partner of Contractor in in the conduct of its business, or otherwise, or to cause the Association to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as the Contractor is and shall remain an independent contractor by reason of this Agreement.

9. **Defective or Non-Conforming Work.** Contractor shall remove and repair or replace at Contractor's expense and at the Association's convenience, any of its workmanship, material and equipment that is defective or substandard, or is otherwise non-conforming to, the Contract or Contract Documents and/or applicable code requirements, at any time during Contractor's performance of the work required hereunder or within one (1) years workmanship. Contractor shall maintain adequate personnel and equipment to respond within 48 hours to the Association's requests for services or warranty work, except for Emergency Service, which shall be within four (4) hours of notice.

10. **Warranties.** Contractor shall guarantee and shall warrant its Services to the Association for a period of One (1) year.

11. **Termination.** This Agreement may be terminated, with or without cause by either party providing the other with forty-five (45) days written notice to the other. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

12. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by Email delivery or facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to: **On Top of the World Condominium Association, Inc.**  
C/O: Parkway Maintenance & Management Pinellas LLC  
Shawn Tobias, Senior Manager - Operations  
2069 World Parkway Boulevard  
Clearwater, Fl. 33763

If to: **ADL Aluminum Incorporated**  
David Smythe, Principal  
2101 34<sup>th</sup> Way, Unit B  
Largo, FL. 33771

13. **Alternative Dispute Resolution.** Any and all claims, disputes or controversies arising as a result of this Master Services Agreement or any of the provisions contained herein shall be submitted first to mediation before a Circuit Court certified mediator or any mediator agreed to by both parties in the venue of Pinellas County, Florida. All parties shall bear their own costs and attorneys' fees.

14. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

15. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Jurisdiction and Venue.** Jurisdiction and venue of any matter involving this Agreement shall be in Pinellas County, Florida.

17. **Rights of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

18. **Amendment.** This Agreement shall not be amended except by written agreement signed by both parties.

19. **No Construction Against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.

20. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

21. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any

of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth above.

ATTEST:

**On Top of the World Condominium  
Association, Inc.**

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_

ATTEST:

**ADL Aluminum Incorporated**

\_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

**David Smythe  
President**

**Exhibit A**

**The Services**

(Please refer to attached Estimate 10108)



**ADL Aluminum, Inc.**  
 2101 34TH WAY, UNIT A  
 LARGO, FL 33771 US  
 (727) 531-7176  
 david@adlaluminum.com  
 www.adlaluminum.com

# Estimate

## ADDRESS

On Top of the World  
 Condominium Assoc.  
 2069 World Parkway blvd. E  
 Clearwater, FL 33763

**ESTIMATE # 10108**  
**DATE 06/08/2023**

DESCRIPTION	QTY	RATE	AMOUNT
<b>RAILING REPLACEMENT, BUILDING #77</b>			0.00

All existing stair guardrails will be removed, and left for the association to dispose of (as per request).  
 New aluminum guardrails and handrails to be code compliant and meet all 2020 FBC.  
 New guardrails and stair guardrails are to be a minimum of 42" in overall height.  
 Guardrail are to be made from aluminum extrusions, custom fabricated, and mechanically assembled.

Components to be as follows:  
 1.8" x 1.5" snap posts (HR4A),  
 1.8" x 1" bottom channel (HR3),  
 1" sq. pickets (HR5), and 2" x 1.5" Mushroom Top Cap (HR1).

Guardrails are to be installed with a combination of core drilled & face mount methods. A 3.5" dia hole x 3.5" deep to be drilled into concrete substrate to accept posts. Posts pockets to be filled and guardrails to be secured with Hard-Rok Anchoring Cement. Face mount vertical post method to be comprised of 2" x 2" x .125" angle bolted to the concrete substrate with 3/8" x 3" sleeve bolts.

Handrails are to be custom fabricated and installed along the stairs/walls and set between 34" and 38" (per code). Handrails are to be manufactured from 1-1/2" diameter x 1/8" wall, round aluminum tube which is custom bent/welded to conform with the stairs. Handrail to be attached to the guardrails (and walls) using handrail brackets that conform with life-safety codes. Code required ADA loops are to be fabricated and installed at the bottom of each stairwell.

All aluminum extrusions to come with industry standard polyester powder coat paint finish coating from the distributor. 0.00  
 All handrail and handrail brackets to come with a Sherwin Williams super Durable powder coat finish applied after fabrication.

DESCRIPTION	QTY	RATE	AMOUNT
All railings to be WHITE in color.			
All fabrication fasteners to be 410 stainless steel UltrCote fastener.			
Exterior stair guard rail	87	50.56	4,398.72
Exterior stair hand rail	103	19.55	2,013.65
Interior stair guard rail	13	50.56	657.28
Interior stair hand rail	44	1.00	44.00
42" walkway guard rails	517	49.41	25,544.97
Site Specific engineered drawings & permit fees	1	1,250.00	1,250.00
			0.00
Price includes all removal of existing guardrails, measuring, materials, fabrication drawings, fabrication, delivery, installation, site specific engineered drawings and permit.			0.00

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SUBTOTAL	33,908.62
TAX	0.00
<b>TOTAL</b>	<b>\$33,908.62</b>

Accepted By

Accepted Date

**Exhibit B**  
**Insurance Requirements**

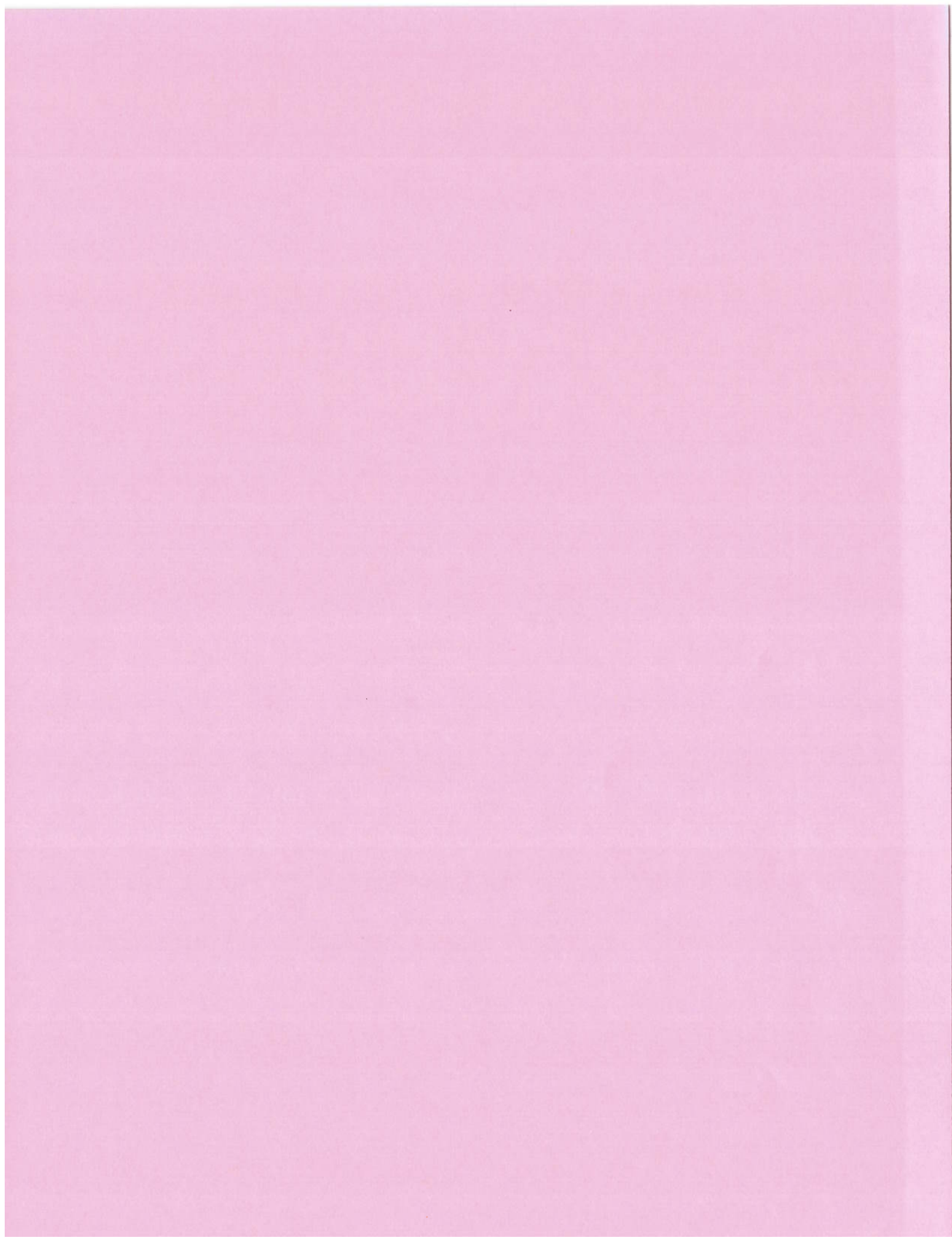
Contractor has current Certificate of Insurance on File

**Exhibit C**

**Business Ethics Policy**

Contractor has executed Business Ethics Policy on File







## CONTRACT / AGREEMENT

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2023 by and between On Top of the World Condominium Association, Inc. ("Association") and ADL Aluminum Incorporated, a Florida corporation ("Contractor").

### WHEREAS:

- A. The Association desires to have performed a **Railing Improvement project at Building 78** as further described in **Exhibit A** (the "Services").
- B. Contractor presented the Association with a bid of **\$23,050.00** for the Services described and further defined in **Exhibit A**.
- C. The Association has determined to accept that bid proposal.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Services.** Contractor will provide the Services to the Association as described in **Exhibit A**, plus any other written plans and written specifications which shall be agreed upon by the parties hereto. Provided however, that this Agreement shall have no force and effect until Contractor has provided the Association with such proof of insurance as well as any other requirements as are acceptable to the Association.
2. **Compensation.** Upon completion of the Services, and thereafter, verification by the Association that Contractor has provided the Services as described in **Exhibit A**, Contractor shall submit an invoice for such Services to the Association as outlined in **Exhibit A**. Provided Contractor's invoice for payment is received by the Association not later than Tuesday, and subject to satisfactory completion and acceptance of work, payment will be made on the **Friday of the following week after 2:00 p.m.** As often as requested by the Association and as a condition precedent to payment, Contractor shall sign a final lien waiver/release, as subsequently directed by the Association. As often as requested by the Association and as a condition precedent to payment, Contractor shall submit proof of Contractor's payment to all contractors, suppliers, laborers, and other persons or entities claiming through Contractor, who furnished labor, materials, services, or equipment in connection with the Services.
3. **Term.** The term of this Agreement shall commence on **or about June 16, 2023**, and shall continue to **completion of the project**. By mutual agreement and without change in pricing, this Agreement may be extended an additional year, if applicable.
4. **Indemnity.** Contractor shall indemnify, hold harmless and defend the Association, Parkway Maintenance & Management Pinellas, L.L.C., and all related entities' and also their agents, servants, employees, officers, directors, stockholders, partners, and limited partners from and against all manner of claims, cause or causes of action, losses, damages, liability or liabilities or responsibility including litigation

costs and expenses through appellate proceedings resulting from all acts and actions of Contractor or any of Contractor's sub-contractors or sub-sub contractors that arise from or that are or may be contemplated by this Agreement including but not limited to loss or damage arising from personal injury to any person who may be injured or damaged by actions of the Contractor or its sub-contractors or sub-sub contractors.

5. **Insurance Requirements.** Unless identified otherwise in the Contractor's Scope of Work, Contractor shall maintain the insurance coverage in accordance with the attached **Exhibit B**.

6. **Business Ethics Expectations.** Contractor understands and agrees to abide by standard of ethical conduct as described in the Business Ethics Expectations provided in **Exhibit C**.

7. **Safety.** The Contractor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the Association's Community Services Manager for non-compliance with any of the aforementioned requirements. Contractor at its sole cost and expense shall provide safe and sufficient facilities at all times for inspection of the Work by the Association or its respective representatives. Contractor shall take all safety measures required by the Association and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. The indemnification provisions of numbered paragraph 4 shall be applicable to this paragraph 7.

8. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause the Association to become or be deemed a partner of Contractor in the conduct of its business, or otherwise, or to cause the Association to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as the Contractor is and shall remain an independent contractor by reason of this Agreement.

9. **Defective or Non-Conforming Work.** Contractor shall remove and repair or replace at Contractor's expense and at the Association's convenience, any of its workmanship, material and equipment that is defective or substandard, or is otherwise non-conforming to, the Contract or Contract Documents and/or applicable code requirements, at any time during Contractor's performance of the work required hereunder or within one (1) years workmanship. Contractor shall maintain adequate personnel and equipment to respond within 48 hours to the Association's requests for services or warranty work, except for Emergency Service, which shall be within four (4) hours of notice.

10. **Warranties.** Contractor shall guarantee and shall warrant its Services to the Association for a period of One (1) year.

11. **Termination.** This Agreement may be terminated, with or without cause by either party providing the other with forty-five (44) days written notice to the other. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

12. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by Email delivery or facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to: **On Top of the World Condominium Association, Inc.**  
C/O: Parkway Maintenance & Management Pinellas LLC  
Shawn Tobias, Senior Manager – Operations  
2069 World Parkway Boulevard  
Clearwater, Fl. 33763

If to: **ADL Aluminum Incorporated**  
David Smythe, Principal  
2101 34<sup>th</sup> Way, Unit B  
Largo, FL. 33771

13. **Alternative Dispute Resolution.** Any and all claims, disputes or controversies arising as a result of this Master Services Agreement or any of the provisions contained herein shall be submitted first to mediation before a Circuit Court certified mediator or any mediator agreed to by both parties in the venue of Pinellas County, Florida. All parties shall bear their own costs and attorneys' fees.

14. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

15. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Jurisdiction and Venue.** Jurisdiction and venue of any matter involving this Agreement shall be in Pinellas County, Florida.

17. **Rights of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

18. **Amendment.** This Agreement shall not be amended except by written agreement signed by both parties.

19. **No Construction Against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.

20. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

21. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any

of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth above.

ATTEST:

**On Top Of the World Condominium  
Association, Inc.**

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_

ATTEST:

**ADL Aluminum Incorporated**

\_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

**David Smythe**  
President

**Exhibit A**

**The Services**

(Please refer to attached Estimate 10109)



**ADL Aluminum, Inc.**  
2101 34TH WAY, UNIT A  
LARGO, FL 33771 US  
(727) 531-7176  
david@adlaluminum.com  
www.adlaluminum.com

## Estimate

### ADDRESS

On Top of the World  
Condominium Assoc.  
2069 World Parkway blvd. E  
Clearwater, FL 33763

**ESTIMATE # 10109**  
**DATE 06/08/2023**

DESCRIPTION	QTY	RATE	AMOUNT
<b>RAILING REPLACEMENT, BUILDING #78</b>			0.00

All existing stair guardrails will be removed, and left for the association to dispose of (as per request).

New aluminum guardrails and handrails to be code compliant and meet all 2020 FBC.

New guardrails and stair guardrails are to be a minimum of 42" in overall height.

Guardrail are to be made from aluminum extrusions, custom fabricated, and mechanically assembled.

Components to be as follows:

1.8" x 1.5" snap posts (HR4A),

1.8" x 1" bottom channel (HR3),

1" sq. pickets (HR5), and 2" x 1.5" Mushroom Top Cap (HR1).

Guardrails are to be installed with a combination of core drilled & face mount methods. A 3.5" dia hole x 3.5" deep to be drilled into concrete substrate to accept posts. Posts pockets to be filled and guardrails to be secured with Hard-Rok Anchoring Cement . Face mount vertical post method to be comprised of 2" x 2" x .125" angle bolted to the concrete substrate with 3/8 x 3" sleeve bolts.

Handrails are to be custom fabricated and installed along the stairs/walls and set between 34" and 38" (per code). Handrails are to be manufactured from 1-1/2" diameter x 1/8" wall, round aluminum tube which is custom bent/welded to conform with the stairs. Handrail to be attached to the guardrails (and walls) using handrail brackets that conform with life-safety codes. Code required ADA loops are to be fabricated and installed at the bottom of each stairwell.

All aluminum extrusions to come with industry standard polyester powder coat paint finish coating from the distributor.

All handrail and handrail brackets to come with a Sherwin Williams super Durable powder coat finish applied after fabrication.

All railings to be WHITE in color.

0.00

DESCRIPTION	QTY	RATE	AMOUNT
All fabrication fasteners to be 410 stainless steel UltraCote fastener.			
Exterior stair guard rail	87	50.56	4,398.72
Exterior stair hand rails	103	19.55	2,013.65
Interior stair guard rail	13	50.56	657.28
Interior stair hand rails	44	19.50	858.00
22" high guard rail installed atop concrete knee wall	335	41.41	13,872.35
Site specific sealed engineered drawings & permit fee	1	1,250.00	1,250.00
			0.00
Price includes all removal of existing guardrails, measuring, materials, fabrication drawings, fabrication, delivery, installation, site specific engineered drawings and permit.			0.00

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SUBTOTAL	23,050.00
TAX	0.00
<b>TOTAL</b>	<b>\$23,050.00</b>

Accepted By

Accepted Date



**Exhibit B**

**Insurance Requirements**

Contractor has current Certificate of Insurance on File

**Exhibit C**

**Business Ethics Policy**

Contractor has executed Business Ethics Policy on File

**ON FILE**

**Agenda Item 13 – Consider approving proposals between All-Phase Paving & Sealing and the Association for Project 00A (Buildings 25 & 26) and Project 00B (Buildings 27 & 28)**

Please refer to the attached proposals that depict the portions of asphalt to be repaved for Project 00A and Project 00B

# Proposal



11700 WALSHINGHAM ROAD • LARGO, FLORIDA 33778

Pinellas: (727) 397-6797 Hillsborough: (813) 889-9200 Pasco: (727) 645-6998 Fax: (727) 397-6953  
Email: info@All-PhasePaving.com Website: www.allphasepavingsealing.com



Proposal #:9303

05/25/2023

On Top Of the World Condominium Association  
% Shawn Tobias  
Parkway Maintenance And Management Pinellas LLC  
727-799-3270  
Shawn\_tobias@parkwayclw.com

On Top Of the World Condominium Association  
2291 World Parkway Blvd W  
Clearwater, Florida 33763

## WORK TO BE DONE

**Project 00B (buildings 27 & 28) (blue area on map attached) 240 sy; 1 ½" = \$8,200.00**

**Note:** If Project 00B is done with project 00A (Proposal 9296) the price will be **\$5,700.00** for Project 00B

**RESURFACE:** Removal of all sand, dirt and debris from the area to be resurfaced. All loose and cracked asphalt will be removed prior to paving. Application of SS-HI liquid tack coat to provide proper bonding to the new surface. Mill next to any level concrete for a smooth transition.

Resurface existing asphalt with 1 ½ inches of Type III asphalted concrete (hot mix) Pavement will be compacted with our steel wheel vibratory compactor and traffic roller to approved density. NOTE: Every effort will be made to attain proper drainage. There is NO guarantee to remove 100% of all standing water.

**PAINT PAVEMENT MARKINGS:** Restripe pavement markings as presently exists. Paint used will be the best Federal Specifications 100% acrylic latex traffic & zone marking paint available. Applied with our commercial line marking machine which provides a better paint flow rate & guarantees longer lasting job.

**NOTE: All-Phase Paving & Sealing will offer a 3% discount off any reputable competitors bid for the same services as outlined in this proposal.**

**\* City Permits, if required, are not included in total.**

To accept this proposal sign & return:

\_\_\_\_\_

Date: \_\_\_\_\_

**Job Total: \$8,200.00**

**Job Estimator: Tom Lacina**

**Acceptance of Proposal** - The price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outline. Legal fees or court costs in collection of monies owed according to this contract will be borne by the customer. I understand sprinkler systems must be turned off twenty-four hours before work commences and additional charge will result for extra labor to prepare wet pavement for the contracted work. All payments later than 30 days after due date shall bare interest rate of 18% annum.

PAYMENT IS DUE UPON SUBSTANTIAL COMPLETION OF PROJECT.

\*See reversed side for Warranties and Disclaimers

**\*Proposed price is valid for 30 days unless materials price increases by more than 2%.**

All-Phase **DOES NOT GUARANTEE** to remove **100%** of ALL standing water.



11700 WALSHINGHAM ROAD • LARGO, FLORIDA 33778

## NO WARRANTIES ARE HONORED UNLESS PAYMENT IS RECEIVED IN FULL

### Guarantees, Warranties, Disclaimers

**Guarantee** – Materials and workmanship are guaranteed for a period of TWO YEARS. Guarantees do not include oil spots or base failure. We use recycled asphalt products (rap) all State tested. Any concealed circumstance, alternation, or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the written estimate.

NOTE: EVERY EFFORT WILL BE MADE TO ATTAIN PROPER DRAINAGE. THERE IS NO GUARANTEE TO REMOVE 100% OF ALL STANDING WATER. All agreements are contingent upon weather, strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and all necessary insurance. Our workers are full covered under Workers Compensation insurance. Certificate of insurance available upon request.

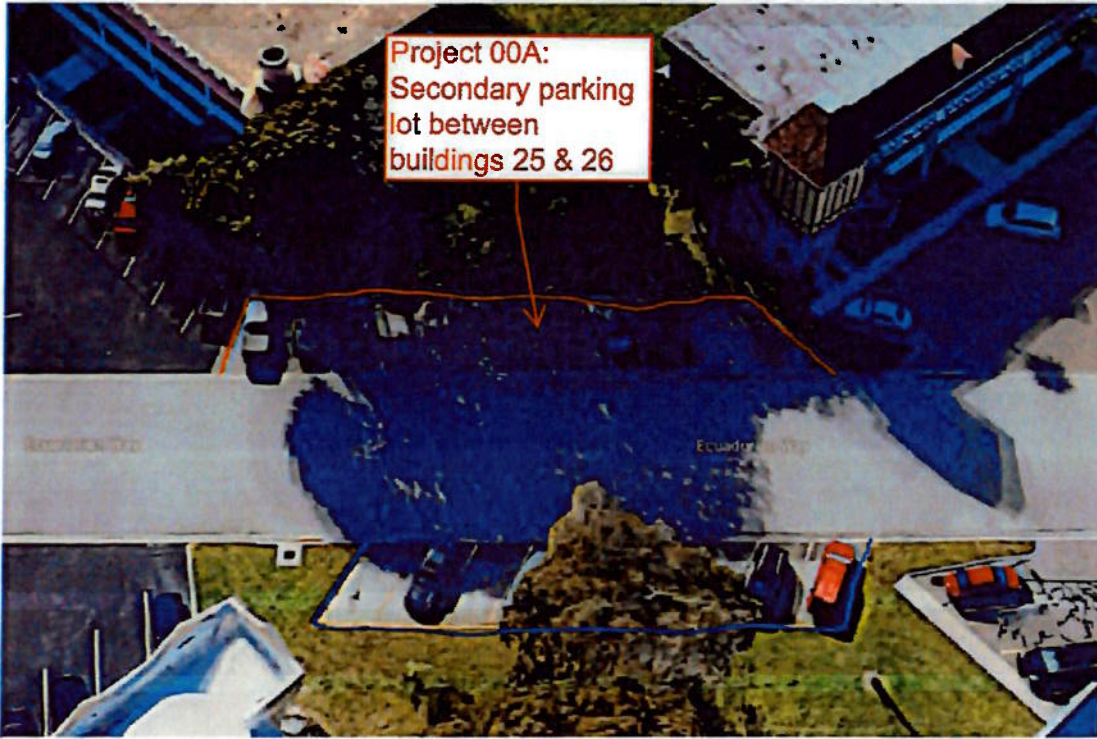
- This contractor cannot be responsible for reflective cracking.
- This contractor cannot guarantee the elimination of standing water.
- Areas of hand work will appear rough and have rocky appearance. Nothing can or will be done to smooth out these areas.
- This contractor is NOT responsible for chipped concrete during milling.
- All-Phase Paving and Sealing is NOT responsible for damage to any vehicles parked within a 40 foot radius of work/barricaded area.
- All-Phase Paving and Sealing will NOT be responsible for damage to underground utilities or sprinkler lines that are less than 18 inches below ground level.
- NOT responsible for grass regrowth or drainage that does not presently exist unless arrangements are made to compensate for poor drainage.
- NOT responsible for acts of nature, wind, rain, weather, etc. or the damage they may cause. All-Phase Paving and Sealing assumes no liability for base, grade, or density unless base installed by this company.
- NOT responsible for overspray of sealant or tack coat products on concrete or decorative driveway pavers. Please cover them prior to work commencement if there are any concerns.
- Barricades will be provided to close off areas being paved.
- This contractor will not be responsible for persons entering the area and tracking tack or paint, for damage to property, or injury to persons entering the area.
- In the case that material or cost prices increase more than 2% contractor and customer will have the opportunity to renegotiate the contract price, customer or All Phase having the opportunity to void the contract with no penalties or cost to either party.
- Price does NOT include permit fees, unless explicitly stated. If permit is required, a change order consisting of permit fees, a procurement fee and any additional work required by the permit, will be billed as a separate line item.
- Price does NOT include testing, traffic control, lab fees, water or tree removal, relocation of utilities or landscaping. Unless explicitly stated.
- Customer will be responsible for any and all towing charges incurred as a result of any vehicles obstructing the job site.
- Paving to be done on weekdays during daylight hours.
- Additional work, testing or inspections required by the permit will be an extra cost that shall be paid by the customer.

Pinellas: PCCLB C-9242, C-9246  
Hillsborough: SP13986  
Pasco: 7998  
Sarasota: 25222  
FEDERAL ID: 59-3525568

# All-Phase

PAVING & SEALING

11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778







# Proposal

**All-Phase**  
PAVING & SEALING  
11700 WALSHINGHAM ROAD • LARGO, FLORIDA 33778



Pinellas: (727) 397-6797 Hillsborough: (813) 889-9200 Pasco: (727) 645-6998 Fax: (727) 397-6953  
Email: info@All-PhasePaving.com Website: www.allphasepavingsealing.com

Proposal #:9296

05/25/2023

On Top Of the World Condominium Association  
% Shawn Tobias  
Parkway Maintenance And Management Pinellas LLC  
727-799-3270  
Shawn\_tobias@parkwayclw.com

On Top Of the World Condominium Association  
2291 World Parkway Blvd W  
Clearwater, Florida 33763

## WORK TO BE DONE

**Project 00A (buildings 25 & 26) (red area on map attached) 290 sy; 1 ½" = \$8,500.00**

**Note:** If Project 00A is done with project 00B (Proposal 9303) the price will be **\$6,800.00** for Project 00A

**RESURFACE:** Removal of all sand, dirt and debris from the area to be resurfaced. All loose and cracked asphalt will be removed prior to paving. Application of SS-Hi liquid tack coat to provide proper bonding to the new surface. Mill next to any level concrete for a smooth transition.

Resurface existing asphalt with 1 ½ inches of Type III asphalted concrete (hot mix) Pavement will be compacted with our steel wheel vibratory compactor and traffic roller to approved density. NOTE: Every effort will be made to attain proper drainage. There is NO guarantee to remove 100% of all standing water.

**PAINT PAVEMENT MARKINGS:** Restripe pavement markings as presently exists. Paint used will be the best Federal Specifications 100% acrylic latex traffic & zone marking paint available. Applied with our commercial line marking machine which provides a better paint flow rate & guarantees longer lasting job.

**NOTE:** All-Phase Paving & Sealing will offer a 3% discount off any reputable competitors bid for the same services as outlined in this proposal.

\* City Permits, if required, are not included in total.

To accept this proposal sign & return:

Date: \_\_\_\_\_

**Job Total: \$8,500.00**

**Job Estimator: Tom Lacina**

**Acceptance of Proposal** - The price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outline. Legal fees or court costs in collection of monies owed according to this contract will be borne by the customer. I understand sprinkler systems must be turned off twenty-four hours before work commences and additional charge will result for extra labor to prepare wet pavement for the contracted work. All payments later than 30 days after due date shall bare interest rate of 18% annum.

PAYMENT IS DUE UPON SUBSTANTIAL COMPLETION OF PROJECT.

\*See reversed side for Warranties and Disclaimers

**\*Proposed price is valid for 30 days unless materials price increases by more than 2%.**

All-Phase **DOES NOT GUARANTEE** to remove **100%** of ALL standing water.

# All-Phase

PAVING & SEALING

11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778

## NO WARRANTIES ARE HONORED UNLESS PAYMENT IS RECEIVED IN FULL

### Guarantees, Warranties, Disclaimers

**Guarantee** – Materials and workmanship are guaranteed for a period of TWO YEARS. Guarantees do not include oil spots or base failure. We use recycled asphalt products (rap) all State tested. Any concealed circumstance, alternation, or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the written estimate.

**NOTE:** EVERY EFFORT WILL BE MADE TO ATTAIN PROPER DRAINAGE. THERE IS NO GUARANTEE TO REMOVE 100% OF ALL STANDING WATER. All agreements are contingent upon weather, strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and all necessary insurance. Our workers are full covered under Workers Compensation insurance. Certificate of insurance available upon request.

- This contractor cannot be responsible for reflective cracking.
- This contractor cannot guarantee the elimination of standing water.
- Areas of hand work will appear rough and have rocky appearance. Nothing can or will be done to smooth out these areas.
- This contractor is NOT responsible for chipped concrete during milling.
- All-Phase Paving and Sealing is NOT responsible for damage to any vehicles parked within a 40 foot radius of work/barricaded area.
- All-Phase Paving and Sealing will NOT be responsible for damage to underground utilities or sprinkler lines that are less than 18 inches below ground level.
- NOT responsible for grass regrowth or drainage that does not presently exist unless arrangements are made to compensate for poor drainage.
- NOT responsible for acts of nature, wind, rain, weather, etc. or the damage they may cause. All-Phase Paving and Sealing assumes no liability for base, grade, or density unless base installed by this company.
- NOT responsible for overspray of sealant or tack coat products on concrete or decorative driveway pavers. Please cover them prior to work commencement if there are any concerns.
- Barricades will be provided to close off areas being paved.
- This contractor will not be responsible for persons entering the area and tracking tack or paint, for damage to property, or injury to persons entering the area.
- In the case that material or cost prices increase more than 2% contractor and customer will have the opportunity to renegotiate the contract price, customer or All Phase having the opportunity to void the contract with no penalties or cost to either party.
- Price does NOT include permit fees, unless explicitly stated. If permit is required, a change order consisting of permit fees, a procurement fee and any additional work required by the permit, will be billed as a separate line item.
- Price does NOT include testing, traffic control, lab fees, water or tree removal, relocation of utilities or landscaping. Unless explicitly stated.
- Customer will be responsible for any and all towing charges incurred as a result of any vehicles obstructing the job site.
- Paving to be done on weekdays during daylight hours.
- Additional work, testing or inspections required by the permit will be an extra cost that shall be paid by the customer.

Pinellas: PCCLB C-9242, C-9246  
Hillsborough: SP13986  
Pasco: 7998  
Sarasota: 25222  
FEDERAL ID: 59-3525568

# All-Phase

PAVING & SEALING

11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778





**Agenda Item 14 – Consider Proposal from Earthscapes Unlimited to Provide Level 2 Tree Assessments to the Association for fiscal year 2023-2024**

Earthscapes Unlimited will send an Arborist to evaluate specific trees (as determined by the Management Company) to provide Level 2 Tree Assessments.

Currently there are two such trees that require Level 2 Tree Assessments. The Management Company may have additional trees that may require assessments through fiscal year 2023-2024. This proposal will provide the Association with a vendor to provide such services for fiscal year 2023-2024 at a not to exceed price of \$425 per tree.



# EarthScapes

Earthscapes Unlimited

## Proposal

**Client Name:** On Top of the World Condominium Association, Inc.  
**Project Name:** Tree Evaluations  
**Jobsite Address:** 2069 World Parkway Boulevard Clearwater, Florida 33763  
**Billing Address:** 2069 World Parkway Boulevard Clearwater, Florida 33763  
**Estimate ID:** EST3936351  
**Date:** Jun 02, 2023

Tree Assessment-Pricing provided is per tree			\$425.00	
1	1	Tree Evaluation	Level 2 tree assessment, tree evaluation, photos documentation as needed and written assessment provided to Association.	\$425.00
			<b>Subtotal</b>	\$425.00
			<b>Taxes</b>	\$0.00
			<b>Estimate Total</b>	<b>\$425.00</b>

**Payment Terms and Conditions** Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

### Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Tree Replanting on entire project shall be done by way of CHANGE ORDER- They are not inclusive in this proposal
- ANY Monument/Roadway/Preservation or Instructional Signs are Supplied, Permitted and Installed by OTHERS
- Any and all permits or fees
- HARDSCAPE Install/Purchase by OTHERS
- Sod/Seed watering/establishment on others unless it's specified as 'IRRIGATED'

- Tree Protection shall be done by others prior to, during and after project
- Design and Permitting of Proposed Well, if Applicable
- Irrigation Pump/Water Meter/Well/Tap Location, if applicable, are to be supplied and installed by others
- Construction of Planter Boxes
- Any and all Fencing
- Surveying
- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

#### **Procedure for Extra Work and Changes**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

*Change Notice:* Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

#### **Warranty and Tolerances**

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.**
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

#### **Material Tolerances**



- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Estimate authorized by: \_\_\_\_\_  
 Company Representative

Estimate approved by: \_\_\_\_\_  
 Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**Agenda Item 15 - Other Business**

**Agenda Item 16 - Adjournment**