

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

**AUGUST 7, 2023
10 AM**

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

**ALSO BEING SIMULTANEOUSLY BROADCAST ON OTOW CHANNEL
901 and YouTube**

**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 Vacant
Charles McAllister, Vice Chairman Vacant
C. Guy Woolbright, Secy-Treas. Gail Sanders
James F. O'Neil
Virgil C. Ratliff
Michael Spodeck

NOTICE OF BOARD OF ADMINISTRATION MEETING

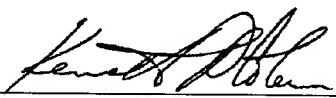
Date: August 7, 2023

Venue: East Activity Center Auditorium
2069 World Parkway Blvd. East
Clearwater, FL 33763

Channel 901 and YouTube: <https://youtube.com/live/Y7odn7coUak>

Time: 10:00 AM

1. Call to order
2. Roll call
3. Proof of notice of meeting
4. General Rules of Meeting Conduct
5. Owner Comments per Rule 22
6. Approval of minutes of last Board of Administration meeting
7. Resolution 2023-08 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(3), (4), and (5), Florida Statutes
8. Management Company Report on ESI Building Inspections
9. Accept retirement notice from Leslee Colen dated July 18, 2023
10. Appoint two new Board Members to fill vacant seats created by retiring directors Sharon Licata and Leslee Colen
11. Other Business
12. Adjournment



Kenneth D. Colen, Chairman

On Top of the World Condominium Association, Inc. expects all unit owners to comply with Association Rule 22. Unit Owner Participation at Board of Administration and Committee Meetings. Meeting participants are expected to conduct themselves with decorum, respect, and civility.

BOARD OF ADMINISTRATION MEETING PACKET

Agenda Item 1 –

1. Call meeting to order _____ a.m.

This meeting is being recorded and simultaneously broadcasted on OTOW Channel 901 and YouTube

Agenda Item 2 – Roll Call

Board of Administration Roll call:

Kenneth Colen, Chairman
Chuck McAllister, Vice Chairman
Guy Woolbright, Secretary/Treasurer
Mike Spodeck
Jim O'Neil
Corby Ratliff
Gail Sanders

Guests in attendance:

Dessa Barabba, General Manager of the Management Company
Barrie Buenaventura, Association Counsel

Agenda Item 3 – Proof of Notice of the Meeting

1. Board Meeting Agenda posted on the Community Bulletin Board on July 28, 2023, pursuant to an Affidavit of Posting

2. Board Meeting Agenda Packet posted to OTOWClearwaterinfo.com/Association-Meetings on _____, pursuant to an Affidavit of Posting

AFFIDAVIT OF POSTING

I, CORNELIA KINARD, do hereby swear, that on July 28th, 2023 at 2 a.m./p.m. a "Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Monday, August 7, 2023 at 10:00 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.

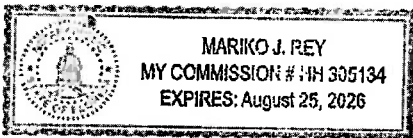
C. Kinard

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 28 day of July, 2023 by Mariko J. Rey who:

is personally known to me, or
produced _____ as identification.

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



Agenda Item 4 – General Rules of Meeting Conduct

Association Counsel to provide the general rules of meeting conduct.

Agenda Item 5 –Owner Comments

Agenda Item 6 – Approval of Minutes of June 15, 2023 Board of Administration meeting

The minutes of the last Board meeting, June 15, 2023 are attached in your Board packet. Are there any corrections?

Is there a motion to approve the minutes of the June 15, 2023 Board of Administration meeting as presented?

**MINUTES OF THE
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.
BOARD OF ADMINISTRATION MEETING
JUNE 15, 2023**

A Board of Administration Meeting of the On Top of the World Condominium Association, Inc. (“OTOW Condo” or the “Association”) was held on June 15, 2023, immediately following the General Meeting, at the 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; ROLL CALL; PROOF OF NOTICE

Kenneth Colen, Chairman, called the meeting to order at 12:50 p.m.

In addition to Kenneth Colen, Guy Woolbright, Charles McAllister, Gail Sanders, James O’Neil, Corby Ratliff and Michael Spodeck were in attendance in person. Leslee Colen and Sharon Licata joined by phone. Also in attendance were Association Counsel, Barrie Buenaventura and Patty Soriano who took the minutes of the meeting.

Notice of the meeting was mailed to all Unit Owners on June 1, 2023 per a USPS Mailing Receipt that will be attached to the minutes of this meeting. In addition, the meeting agenda for this meeting was posted on the Association Bulletin Board on May 24, 2023 and an Amended Agenda was reposted on June 7, 2023. In addition, the entire Board of Administration meeting packet was posted to OTOWClearwaterinfo.com on June 8, 2023.

SECOND ORDER OF BUSINESS GENERAL RULES OF MEETING CONDUCT

Chairman Colen asked Association Counsel, Barrie Buenaventura, if she would handle this agenda item.

Ms. Buenaventura stated that the same general rules of meeting conduct, as recited at the General Meeting, still apply and individuals will be given 3 minutes at the podium to direct their comments to the Board. Questions will not be taken from the floor and the Board will not engage in any discussion with any of the members who are providing comments. Upon conclusion Ms. Buenaventura turned the meeting back to the Chairman.

The Chairman thanked Ms. Buenaventura and introduced the next item of business.

THIRD ORDER OF BUSINESS UPDATE ON RESOLUTION 2023-01

Chairman Colen then asked Association Counsel to retain the floor as the next item of business is to provide an update to the Board on Resolution 2023-01 Exclusive Easement to Kierkel, Inc.

Ms. Buenaventura then provided an update on the item that came before the Board on February 10, 2023 regarding the easement that was requested from the Association for the property adjacent to building 18A (“B18A”). Ms. Buenaventura provided a review and update on the status of this item. Recall at the last meeting the Board approved an easement to the developer of the property located adjacent to B18A on the west side of Sidney Street. Ms. Buenaventura stated she sent the easement that the Board approved, including the additional items requested at that meeting, to the developer’s attorney and her firm has received reimbursement for the attorney’s fees and the Management Company’s fees have also been reimbursed.

Ms. Buenaventura then stated that, at her request, the easement has since been returned to her and it was not recorded. Ultimately, it seems Pinellas County decided it did not accept the easement agreement as sufficient ownership for the developer to include the overlap area as part of its development. Ms. Buenaventura informed the Board that the developer’s attorney indicated he may need to file a quiet title lawsuit to clear title to the property. The Association would be a defendant in that lawsuit. To date, the Association has not been served with a complaint.

Further, Ms. Buenaventura provided a recap to the Board that the overlap property is just over 6’ wide and approximately 192’ long and that it runs between Sidney Street on the east and Belcher Road on the west end. The easement approved by the Board was on the West side. This is outside of the OTOW Condo property and based on the knowledge of all who were consulted, it has never been used or occupied by OTOW Condo. The surveyor who prepared the plat for B18A in 1977 set the monuments for B18A property and none of monuments are set in the overlap property.

Ms. Buenaventura stated that it is her understanding that the error that caused the overlap was a misstated distance on a north-south line on the plat for B18A that was prepared in 1977. It is misstated at a distance of just over 6’ but the actual usage of the property is in accordance with all other aspects of the plat and in accordance with the survey monuments that were set in 1977. Ms. Buenaventura stated she had also been informed that setbacks for improvements to the property for B18A property appear to be based on the property, excluding the overlap area. That is that the parking lot is the correct number of feet off of the fence, etc.

Ms. Buenaventura stated that there were a number of questions from Members about this easement and that she wanted to provide this additional information in case it wasn’t clear from the last Board meeting.

Ms. Buenaventura concluded that she would apprise the Board if the Association is served with a lawsuit from the developer for a quiet title action.

Upon conclusion, Attorney Buenaventura turned the meeting back to the Chairman.

Chairman Colen then asked Mr. McCallister if he had something he wished to say.

Vice Chairman McCallister stated that he would like to make a motion to rescind Resolution 2023-01.

The motion was seconded by Mike Spodeck. Without further discussion, the motion carried unanimously.

Chairman Colen then introduced speakers who requested to speak on this agenda item: Mike Payne and Thomas Huffman. Mr. Payne requested that Thomas Huffman take the floor first.

Mr. Huffman shared additional information he wanted included in the minutes of the February 10, 2023 Board meeting.

When Mr. Huffman's time was called, Mike Payne took the floor.

Mr. Payne with the assistance of Hope Tera showed a drawing of the easement area that appeared in Resolution 2023-01 and explained his understanding of the easement area. He stated that he was glad that this easement is off the table. When time concluded, the floor was turned back to the Chairman.

Chairman Colen then introduced the next item of business.

**FOURTH ORDER OF BUSINESS APPROVAL OF MINUTES OF LAST BOARD
OF ADMINISTRATION MEETING**

Chairman Colen asked Ms. Buenaventura to provide a summary of how the Association prepares the minutes.

Ms. Buenaventura stated that Minutes are a record of the meeting and an Official Record of the Association. Minutes are a record of what was done at a meeting. When it starts and ends, whether there is a quorum present, decisions that are made, etc. Minutes are not a transcript of the meeting but are prepared in summary format to document actions taken at the meeting.

Chairman Colen then stated that there were two speakers who requested to speak on the Minutes of the last meeting.

Mike Payne and Thomas Huffman.

Mike Payne then addressed the Board and asked that additional information be included in the minutes of the February 10, 2023, Board meeting regarding the easement. Upon conclusion of his speech, the floor was turned back to the Chairman.

Chairman Colen asked Mr. Huffman if he wished to speak. Mr. Huffman waived speaking.

Chairman Colen asked if there was a motion to approve the minutes from the February 10, 2023 Board meeting.

Chuck McCallister then made a motion to approve the minutes of the February 10, 2023 minutes as presented. Sharon Licata seconded the motion. With no further discussion, the motion carried unanimously.

FIFTH ORDER OF BUSINESS

**REPORT ON UNIT OWNERS VOTE ON
WAIVER OF RESERVES**

Chairman Colen reported the vote on whether to waive or establish reserves at the General Meeting:

2,574 voted yes to waive reserves
105 voted no to establish reserves
32 votes were invalid
Total votes cast 2,711

Chairman Colen thanked the vote counting committee for their assistance in this matter.

SIXTH ORDER OF BUSINESS

**RESOLUTION 2023-02A CONSIDER
ADOPTION OF BUDGET FOR FISCAL
YEAR JULY 1, 2023 - JUNE 30, 2024**

Chairman Colen read the short title of 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**

Chairman Colen then asked Mr. Woolbright if he had comments.

Mr. Woolbright stated that in the proposed Operating Budget under the Deferred Maintenance item it was estimated that the Phase 1 Milestone Inspections would come in around \$476,928. Mr. Woolbright then stated that the contract from ESI was finalized yesterday and the final number came in at \$533,000 which adds an additional \$60,000 to this line item. Mr. Woolbright further stated that the community service fee would see a reduction of \$4 versus the original \$6 estimated reduction.

Chairman Colen stated that we have an amended Operating Budget to approve for fiscal year July 1, 2023 and ending June 30, 2024.

A motion was made to approve the amended Operating Budget by Gail Sanders and the motion was seconded by Sharon Licata. With no further discussion, the motion carried unanimously.

Chairman Colen then asked Mike Payne if he wished speak on this agenda item as requested.

Mike Payne then approached the microphone and expressed concern about using the Summit Door Fee this year instead of saving it for a rainy day as an emergency fund.

Mr. Woolbright then asked the Chairman if he should respond.

Chairman Colen then turned the floor to Mr. Woolbright.

Mr. Woolbright repeated the statement he made in the General Meeting that the Association could not take the \$1.9M door fee as a cash payment, as the Association would be obligated to pay 36% in taxes to the government which would amount to a \$650K reduction by receiving this payment as a cash payment. What the Board negotiated with Summit is that this Door Fee would be applied towards monthly invoices submitted by Summit, and in that way, the Association would realize no tax penalty and thus receive the full \$1.9M.

Chairman Colen then stated that the comment was made that the Summit Door Fee was going to be taken in reserves towards SB 4-D. He stated that after analyzing this, a reserve was not necessary in this upcoming fiscal year. What is budgeted in Deferred Maintenance is enough to cover the first milestone inspections for SB 154. Next year, the Association will need to deal with the structural integrity component.

Chairman Colen then introduced the next order of business.

**SEVENTH ORDER OF BUSINESS RESOLUTION 2023-03 CONSIDER
ADOPTION OF INSURANCE DEDUCTIBLES**

Chairman Colen then read the short title of 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)

Chairman Colen then asked Mr. Woolbright if he had any information pertaining to this.

Mr. Woolbright stated that attached to Resolution 2023-03 is a document that explains the insurance deductibles, which remained the same from the prior fiscal year.

Chairman Colen then asked if there was a motion on this resolution.

Chuck McCallister then made a motion to approve Resolution 2023-03 as read by the Chairman. The motion was seconded by Jim O'Neil. With no discussion, the motion carried unanimously.

**EIGHTH ORDER OF BUSINESS RESOLUTION 2023-04 CONSIDER
SUSPENSION OF RIGHTS OF OWNERS**

Chairman Colen then read the short title to 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

Chairman Colen then stated there are 12 accounts listed in Exhibit A for consideration of suspension.

A motion was then made by Corby Ratliff to approve Resolution 2023-04 as read by the Chairman. The motion was seconded by Mike Spodeck. With no discussion, the motion carried unanimously.

NINTH ORDER OF BUSINESS

RESOLUTION 2023-05 CONSIDER ACTION TO APPROVE PHASE 1 MILESTONE INSPECTION SERVICES BY ESI, PER SB 154

Chairman Colen asked Association Counsel, Barrie Buenaventura, to address Resolution 2023-05.

Ms. Buenaventura then took the floor stating that last year the Florida legislature approved SB 4-D and that this year, the legislature passed further amendments in SB 154, which was signed into law just last week by the Governor. She stated that a significant component of this new law is that there is now an inspection requirement for all condominiums that are three stories or higher. There are 71 condo buildings within the Association that meet this requirement with an additional 20 buildings that are 2 stories.

Ms. Buenaventura stated that the initial milestone inspection due dates are based on the age of the building. The Association condo buildings must have inspections completed by the end of 2024.

Ms. Buenaventura stated that we are proposing to get moving on this now and that is why the Deferred Maintenance item was incorporated into the Association's Operating Budget for this coming fiscal year. Further, this amount includes an inspection of all buildings within the Association, including the two-story buildings, as the Management Company recommends that all buildings obtain similar information to benefit from this inspection. Based on the proposal received from ESI, they are proposing on getting started on this next month once this Resolution is approved.

Ms. Buenaventura then stated that the statewide milestone inspection program includes a requirement that the report would take into account a visual examination of approximately 15% of the units. The ESI proposal is based on access to 15% of the condominium units.

ESI will start with Phase 1, visual inspection to inspect structural integrity. If they find anything of concern, that would lead to Phase 2. The Phase 2 inspection costs are not included in the proposal.

Ms. Buenaventura noted that ESI's proposal to proceed with the work is \$530,400 for Phase 1 inspections and includes their costs of up to \$69K as they need to bring other individuals in from various offices to perform the inspections. The Management Company recommends that a contingency amount be added in the amount of \$53,300 to cover unforeseen conditions. Finally, Ms. Buenaventura stated that due to the statutory deadline for completion of all milestone inspection requirements, it would be expedient for the Management Company, in consultation with the Chairman and Vice Chairman, to have the authority to authorize ESI or another qualified firm to proceed with phase 2 inspections up to an amount not to exceed \$250,000, if warranted.

Also built into the Resolution is that the Management Company provide reports to the Board from time to time. Lastly if this Resolution is approved this would authorize the Chairman or Vice Chairman to sign any documents necessary.

Upon conclusion, Ms. Buenaventura asked the Board if they had any questions.

Questions were asked about how the inspections would be performed - on 3 stories first and 2 stories last. Also, if 15% of the units needed to be accessed, would that be on a voluntary basis.

Ms. Barabba then mentioned that the Management Company believes the 3 story buildings would be first, followed by the 2 story buildings. As far as access to the units, the Management Company would be following up with a signup sheet for volunteers to avoid delay when ESI is ready to proceed with interior inspections.

Chairman Colen then stated that additional proposals had been received, one in the amount of \$1.4M. ESI was chosen as they walked the property and is the only company that truly understands SB 154.

Chairman Colen then stated we have two speakers who wished to speak on this topic. He asked Mike Payne if he wished to speak.

Mike Payne then took the floor and asked about funding for phase 2 inspections and stated his preference that the Summit door fee be used for inspection purposes. He stated he believes the buildings were built well and further that the ESI proposal seemed like a good deal. Upon completion, he turned the floor back to the Chairman.

Chairman Colen then asked Maryann Larson if she wished to speak on this item.

Ms. Larson asked about the ownership of ESI and asked about the probability that there would be repairs and/or assessments. Upon conclusion of her speech, Ms. Larson turned the meeting back to the Chairman.

Chairman Colen stated there was quite a bit of speculation in the former speakers' comments and stated he was not going to engage in this. He stated he has confidence in the fact that these buildings were built very well but that he is not a structural engineer and that is the purpose of engaging a structural engineer to perform the milestone inspections.

Chairman Colen then stated, we have Resolution 2023-05:

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") SELECTING ENGINEERING SERVICES, Inc. ("ESI") TO PERFORM PHASE ONE MILESTONE INSPECTION SERVICES AND DELEGATING AUTHORITY TO THE MANAGEMENT COMPANY, IN CONSULTATION WITH THE CHAIRMAN AND VICE CHAIRMAN, TO AUTHORIZE ADDITIONAL SERVICES UP TO SPECIFIED AMOUNTS

A motion was then made by Jim O'Neil to approve Resolution 2023-05. The motion was seconded by Chuck McAllister. With no further discussion, the motion carried 8-0.

Prior to the vote on Resolution 2023-05, Mike Spodeck left the meeting.

Chairman Colen then introduced the next item of business.

TENTH ORDER OF BUSINESS

RESOLUTION 2023-06 – RATIFICATION OF ASSOCIATION ACTIONS FOR CLEAN-UP AND RESTORATION OF 26-43

Chairman Colen then asked Dessa Barabba to provide a background on this matter.

Ms. Barabba provided a summary of the matter and clean up and demolition actions required by the Management Company to protect other units and the common elements of the condominium. Ms. Barabba also provided that the special assessment of \$40,636.11 will be invoiced to the unit owner of 26-43 who will have a payment deadline of 30 days. Further, if the special assessment payment is not received by the deadline, that the Association is authorized to enforce collection thereof in accordance with the law and the applicable Declaration of Condominium. Upon conclusion, Ms. Barabba turned the meeting back to the Chairman.

Chairman Colen then read the short title of Resolution 2023-06:

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF THE 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 \$40,636.11 PLUS INTEREST AND ASSOCIATED LEGAL FEES AND COSTS

Chairman Colen then asked if there was a motion to accept Resolution 2023-06.

A motion was then made by Leslee Colen to approve Resolution 2023-06 as read by the Chairman. The motion was seconded by Chuck McAllister. Hearing no discussion, the motion carried 8-0.

Chairman Colen then introduced the next item of business.

**ELEVENTH ORDER OF BUSINESS RESOLUTION 2023-07 AUTHORIZING
INSTALLATION OF AMAZON HUB IN
COMMON ELEMENTS**

Chairman Colen then asked Dessa Barabba to provide background on this item.

Ms. Barabba provided information to the Board that an Amazon representative is on the phone should there be any questions. She stated that Amazon lockers would be a convenience to Association members and would reduce the potential interference with delivered merchandise left outside of the units. She mentioned that 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. Further that there is no cost to the Association for Amazon supplying and installing the lockers provided they remain in place for at least one year. Ms. Barabba also mentioned the ease of use of such lockers versus leaving merchandise outside one's door.

Upon conclusion, the floor was turned back to the Chairman.

Chairman Colen asked if there were any questions from the Board. Mr. McAllister's question pertained to electricity and asked if it would be necessary. Ms. Barabba stated that this is correct, the Association would incur the electrical expense necessary to install and operate the Amazon Hubs and other nominal costs by the Management Company.

An Amazon Rep was on the phone and one Board member asked why do we need the lockers? Fundamentally, it supplies a better level of security of your packages.

Mr. McAllister asked, if you do not wish to use the locker, are you able to have the package delivered to the door? The Amazon Rep stated that residents have the ability to opt out of using the locker and having it delivered to the door.

The Chairman entertained additional questions from the floor. The Amazon representative answered all questions posed from the floor as well as from Board members.

Chairman Colen then read the short title to 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**

Chairman Colen then asked if there was a motion to approve Resolution 2023-07.

A motion was then made by Chuck McAllister to approve Resolution 2023-07 as read by the Chairman. The motion was seconded by Jim O'Neil. With no further discussion, the motion carried 8-0.

Chairman Colen introduced the next agenda item.

**TWELFTH ORDER OF BUSINESS CONSIDER APPROVING CONTRACTS
BETWEEN ADL ALUMINUM AND THE
ASSOCIATION FOR RAILING IMPROVE-
MENT PROJECTS – B77 AND B78**

Chairman Colen then stated that the railing improvement project is ongoing in the condominium community. ADL has performed this work over the last 13 years. He then stated that the contracts for buildings 77 and 78 are attached and he would entertain approving both contracts in one motion.

A motion was then made by Sharon Licata to approve the contracts between ADL Aluminum and the Association for building 77 and 78. The motion was seconded by Leslee Colen. Hearing no further discussion, the motion carried 8-0.

**THIRTEENTH ORDER OF BUSINESS CONSIDER APPROVING PROPOSALS
BETWEEN ALL PHASE PAVING &
SEALING AND THE ASSOCIATION FOR
PROJECT 00A B25-B26 AND PROJECT 00B
B27-B28**

Chairman Colen then stated that Board members should refer to the proposals that depict the portions of asphalt to be repaved for Project 00A and Project 00B. He then asked if there were any questions.

Upon answering all questions, a motion was then made by Chuck McAllister to approve the proposals between All-Phase Paving & Sealing and the Association for Project 00A and Project 00B. The motion was seconded by Gail Sanders. With no further discussion, the motion carried 8-0.

**FOURTEENTH ORDER OF BUSINESS CONSIDER PROPOSAL FROM EARTH-
SCAPES UNLIMITED TO PROVIDE LEVEL
2 TREE ASSESSMENTS TO THE ASSOCIA-
TION FOR FY 2023-2024**

Chairman Colen then stated that Earthscapes would send a Certified Arborist to evaluate specific trees (as determined by the Management Company) to provide level 2 tree assessments.

Chairman Colen stated that there are two such trees that require this assessment but the Management Company may have additional trees that will require assessments through fiscal year 2023-2024. This proposal will provide the Association with a vendor to deliver such services for fiscal year 2023-2024 at a not to exceed price of \$425 per tree.

Chairman Colen then asked if there were any questions. Hearing none, he asked if there was a motion to approve the proposal by Earthscapes.

A motion was made by Chuck McAllister to approve the proposal by Earthscapes. The motion was seconded by Leslee Colen. With no further discussion, the motion carried 8-0.

FIFTEENTH ORDER OF BUSINESS OTHER BUSINESS

Chairman Colen then discussed Summit Broadband and requested the Board Member ratify action taken in regard to the Notice of Default letter sent to Summit Broadband on April 3, 2023. That letter triggered a 30-day cure period. Chairman Colen then stated it would be good to ratify the action taken in this regard.

A motion was then made by Guy Woolbright to ratify the action taken in sending a Notice of Default letter to Summit Broadband on April 3, 2023. The motion was seconded by Chuck McAllister. With no discussion, the motion carried 8-0.

Chairman Colen then stated his belief that Summit continues to be in default. He stated we have asked Summit what went wrong, and it is believed that they were not ready. He further stated that we continue to work with them on a weekly basis. They are to connect up ABC, NBC and Ion TV they stated by July 16, with CBS to come later. Vice Chairman McAllister then stated that ABC, NBC and Ion TV are currently connected via an antenna, this is a band aid fix and there is a bit of fuzziness until they resolve the problem and get the digital connection finalized and installed so that we get on all channels digitally.

Chairman Colen next stated that the subgroup of the Board has held weekly calls and continues to work with them, but they are still believed to be in default. He then asked the Board to authorize the Chairman or Vice Chairman to continue to pursue better performance from Summit and to continue enforcing the contract and that the Chairman or Vice Chairman will keep the Board informed.

A motion was then made by Jim O'Neil to approve the motion as read by the Chairman. The motion was seconded by Chuck McAllister. With no further discussion, the motion carried 8-0.

Chairman Colen then made an announcement that he received an email from Sharon Licata this morning that she planned to retire after the Board meeting today. Chairman Colen read Sharon Licata's retirement letter.

Chairman Colen thanked Ms. Licata for her service to the Board and the community over the years and that her absence would be felt. He then asked the Board for a motion to accept Sharon Licata's retirement.

A motion was then made by Chuck McAllister to accept Sharon Licata's notice of retirement. The motion was seconded by Gail Sanders. With no further discussion, the motion carried 8-0.

Chairman Colen then stated that due to Sharon Licata's retirement there is now a vacant seat on the Board that must be filled. He provided a list of qualities that Board members must possess and stated that anyone who wished to fill the seat needed to submit their name and qualifications.

Upon conclusion of this item of business, Chairman Colen introduced the next item.

SEVENTEENTH ORDER OF BUSINESS ADJOURNMENT

Chairman Colen asked for a motion to adjourn the meeting.

Chuck McAllister made a motion to adjourn the meeting and the meeting was adjourned at 2:04 PM.

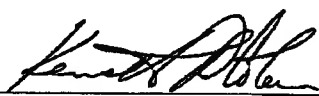
Respectfully submitted,
Patty Soriano

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



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 :

Table with 7 columns: 1' MM Trays, 2' MM Trays, 2' EMM Trays, Flat Trays, Sacks, Pallets, Other. Row 1: 65

Important: Please bring your mailing by -

Jun 08, 2023

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

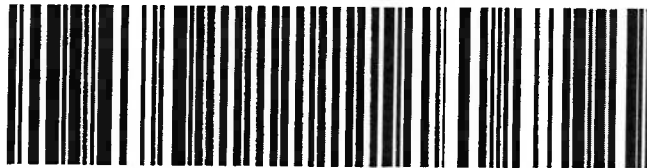
Hours

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

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SCAN AT ACCEPTANCE



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**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 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

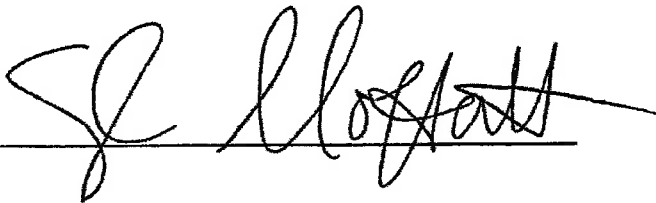
 , Chairman

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.



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 7th, 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 10th 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 ensealing 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:

DESCRIPTION

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

NOTES

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.

CERTIFICATION

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			
3: J:\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.

BELCHEE ROAD (COUNTY ROAD 501)

PUBLIC R/W WIDTH VARIES

GRASS MEDIAN

ORDER AUTHORIZING
EXECUTION OF EASEMENT
AGREEMENT
DB 1826, PG 355

SUN GLO PARK
PB 56, PG 84

UTILITY EASEMENT

BUILDING USE CHECK LINE
O.R. BK 15, PG 2309

APPROXIMATE

(BEARING BASIS)
WEST RIGHT-OF-WAY LINE

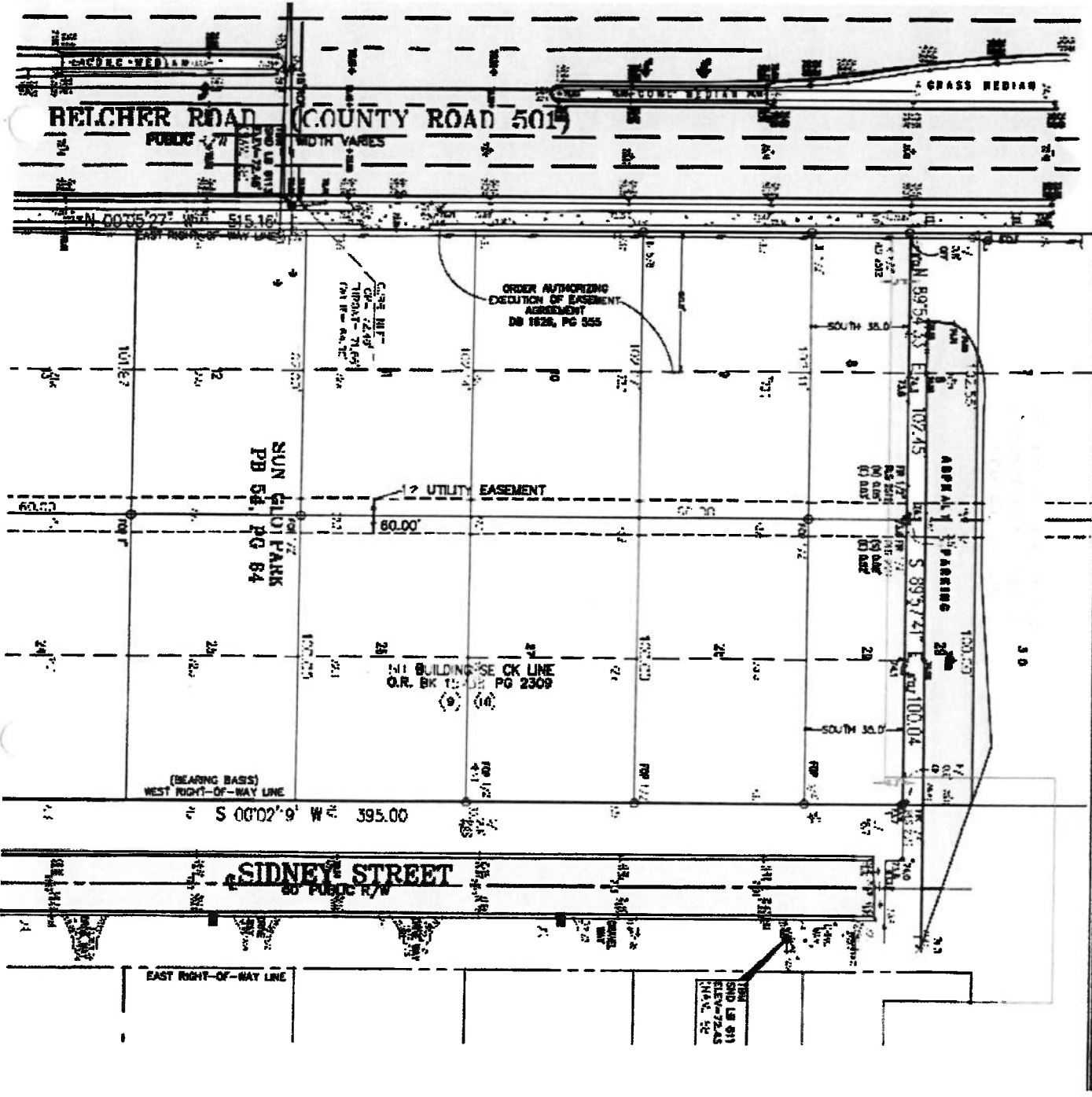
S 00°02'09" W 395.00

SIDNEY STREET

PUBLIC R/W

EAST RIGHT-OF-WAY LINE

SUN GLO PARK
PB 56, PG 84



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

LEGEND

- BNDY = 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

ON TOP OF THE WORLD
 COOPMINIUM UNIT 11
 CPB 25, PG 2B

SCALE: 1"=30

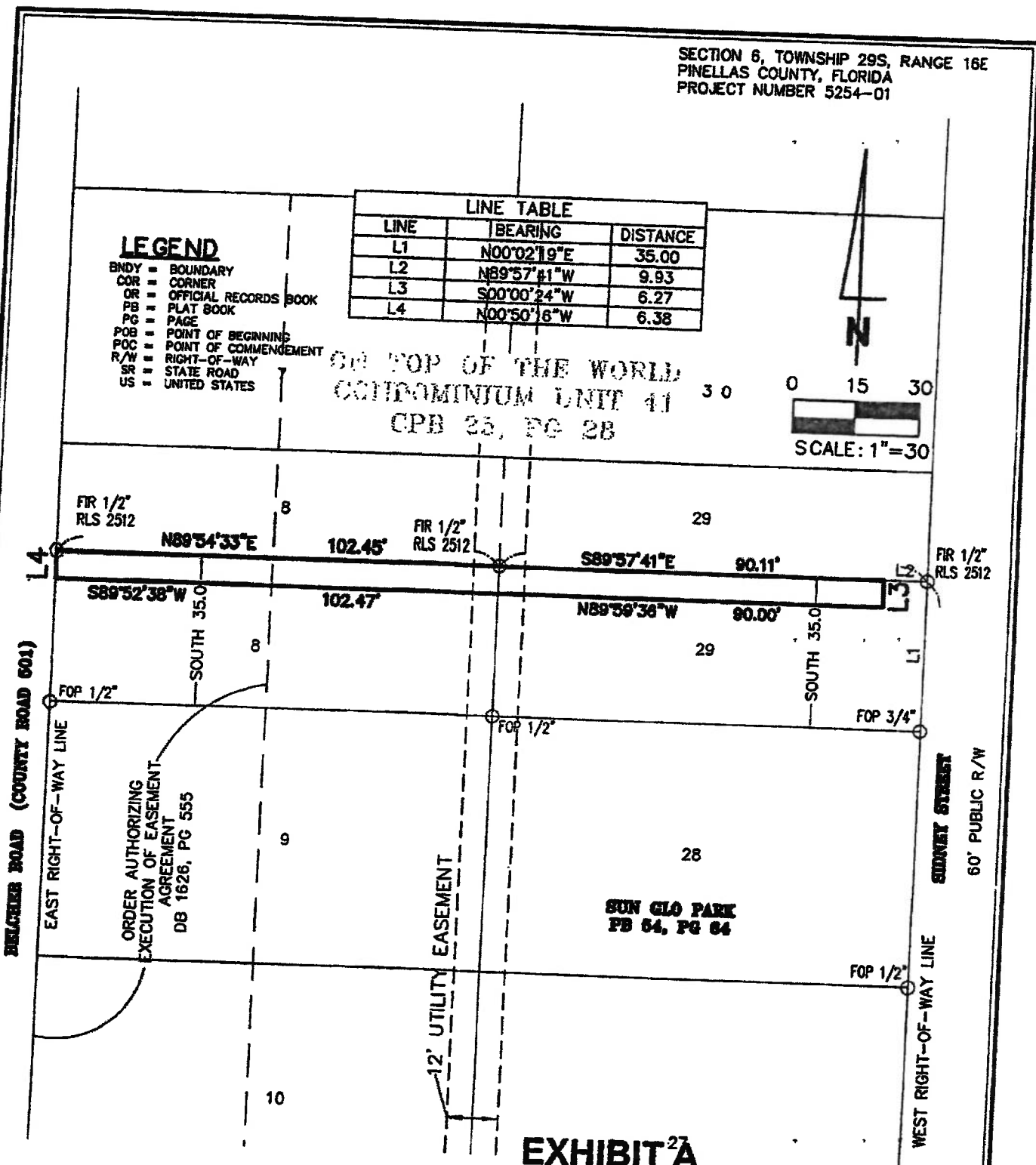
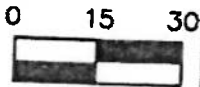


EXHIBIT A

SHEET 1 OF 2

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

**SIDNEY STREET
 TWIN VILLAS
 QUIT CLAIM**

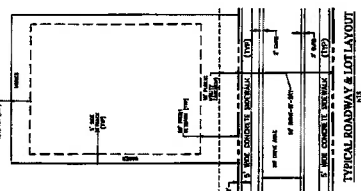


POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE 0
 CLEARWATER, FLORIDA 33765
 (727) 461-6113



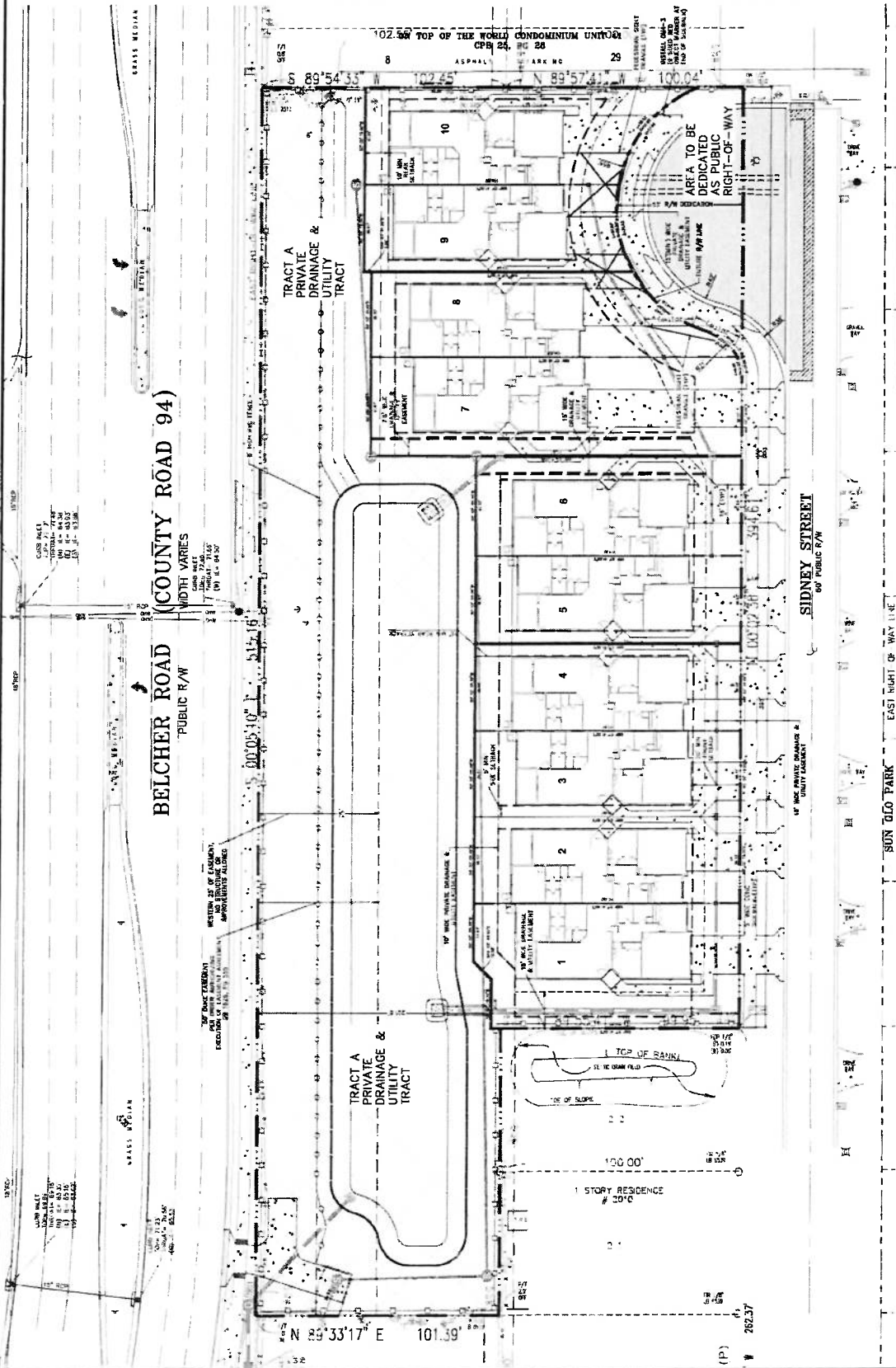
RECORDING NOTE:
 THIS SET APPEARS TO BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA HIGHWAY AND TRANSPORTATION ADMINISTRATION, ROAD AND BRIDGE DIVISION, ROAD AND BRIDGE DESIGN MANUAL, DATED SEPTEMBER 1, 2003.
 DESIGN NOTE:
 ALL ELEVATIONS BASED ON CITY OF MIAMI DATUM (1983) UNLESS OTHERWISE NOTED.
 ALL ELEVATIONS TO BE SHOWN IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 ALL ELEVATIONS TO BE SHOWN IN FEET AND INCHES UNLESS OTHERWISE NOTED.

GENERAL CONTRACTOR NOTE:
 APPROVED FOR THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA HIGHWAY AND TRANSPORTATION ADMINISTRATION, ROAD AND BRIDGE DIVISION, ROAD AND BRIDGE DESIGN MANUAL, DATED SEPTEMBER 1, 2003.
 APPROVED FOR THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA HIGHWAY AND TRANSPORTATION ADMINISTRATION, ROAD AND BRIDGE DIVISION, ROAD AND BRIDGE DESIGN MANUAL, DATED SEPTEMBER 1, 2003.
 APPROVED FOR THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA HIGHWAY AND TRANSPORTATION ADMINISTRATION, ROAD AND BRIDGE DIVISION, ROAD AND BRIDGE DESIGN MANUAL, DATED SEPTEMBER 1, 2003.



GENERAL CONTRACTOR NOTE:
 WITH SOFT MOBILITY TRUCKS, UNRESTRICTED GREAT LANE AND OTHER MOBILITY SHALL BE 4.5 FEET, NO STRUCTURE, OBJECT, AND/OR MAINTENANCE IN A LIMITED SPACE. MOBILITY TRUCKS SHALL BE 4.5 FEET, NO STRUCTURE, OBJECT, AND/OR MAINTENANCE IN A LIMITED SPACE. MOBILITY TRUCKS SHALL BE 4.5 FEET, NO STRUCTURE, OBJECT, AND/OR MAINTENANCE IN A LIMITED SPACE.

LANDING NOTE:
 ALL NEW OUTDOOR LANDING SHALL BE BY THE CITY OF MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA HIGHWAY AND TRANSPORTATION ADMINISTRATION, ROAD AND BRIDGE DIVISION, ROAD AND BRIDGE DESIGN MANUAL, DATED SEPTEMBER 1, 2003.



<p>Gulf Coast Consulting, Inc. 10000 WINDY HILLS BLVD SUITE 100 MIAMI, FL 33156 TEL: 305-444-8800 WWW.GULFCOASTCONSULTING.COM</p>		<p>Sidney Street Twin Villas HORIZONTAL CONTROL PLAN</p>		<p>C5</p>																																
<p>GULFWIND CONTRACTING, LLC DBA GULFWIND HOMES, LLC 1817 Cypress Brook Drive, Suite 104 Miami, FL 33165</p>		<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>3</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>4</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>5</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>6</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>7</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>8</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>9</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>10</td> <td>08/11/2011</td> <td>ISSUED FOR PERMITS</td> </tr> </table>			NO.	DATE	DESCRIPTION	1	08/11/2011	ISSUED FOR PERMITS	2	08/11/2011	ISSUED FOR PERMITS	3	08/11/2011	ISSUED FOR PERMITS	4	08/11/2011	ISSUED FOR PERMITS	5	08/11/2011	ISSUED FOR PERMITS	6	08/11/2011	ISSUED FOR PERMITS	7	08/11/2011	ISSUED FOR PERMITS	8	08/11/2011	ISSUED FOR PERMITS	9	08/11/2011	ISSUED FOR PERMITS	10	08/11/2011
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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 14th 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.

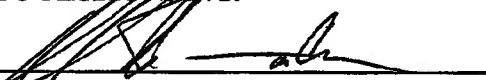
PASSED AND ADOPTED THIS 10th DAY OF FEBRUARY, 2023.

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

Bldg/Unit Numbers		In Legal?
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

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.

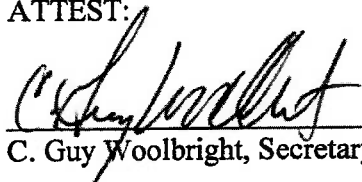
NOW, THEREFORE, BE IT RESOLVED:

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.

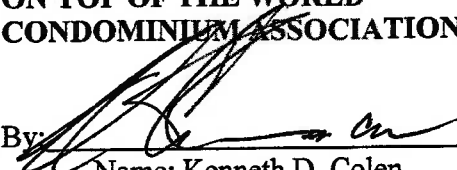
PASSED AND ADOPTED THIS 15th DAY OF JUNE 2023.

ATTEST:



C. Guy Woolbright, Secretary

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

By: 

Name: Kenneth D. Colen
Title: Chairman

Exh A - Revised

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

Income

Association Assessments (Without Reserves)	\$ 20,408,544
Reserves - Unless Waived	\$ 4,568,310
Total Income (With Reserves)	<u>\$ 24,976,854</u>

Services and Operating Expenses:

Bulk Service agreement for: TV and Internet	SCH 1	\$ 0
Management Fees		\$ 715,392
Maintenance Expenses		
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		\$ 29,808
Total Maintenance Expense		<u>\$ 8,644,320</u>

Operating Expenses

Property and Casualty Insurance	SCH 2	\$ 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		\$ 19,872
Total Operating Expense		<u>\$ 8,246,880</u>

Capital Expenditures and Deferred Maintenance

Deferred Maintenance	\$ 536,544
Roof Replacement	\$ 1,192,320
Building Painting & Waterproofing	\$ 775,008
Elevator Cab Replacement	\$ 238,464
Paving	\$ 59,616
Total Capital Expenditures and Deferred Maintenance	<u>\$ 2,801,952</u>

Total Services and Operating Expenses	\$ 20,408,544
Total Reserves - Unless Waived	\$ 4,568,310
Total Annual Expenses (With Reserves)	<u>\$ 24,976,854</u>

Balance

	Current Amount Funded	Estimated Replacement Cost	Estimated Remaining Life	Estimated Useful Life	Annual Cost
Reserves					
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	\$836,540
Total Reserves					<u>\$4,568,310</u>

Exhibit B



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: 22082691
 CRID: OTOW condo budget
 Customer Reference ID: First-Class - Regular
 Mail Class and Price Eligibility: Flats
 Processing Category: 0.1230 lbs (1.97 oz)
 Single Piece Weight Declared by Mailer: 4,821 pieces
 Total Mail Pieces: 592.9830 lbs
 Total Weight: \$4840.08
 Total Postage Amount: \$0.00
 Permit Account for Insufficient Affixed Postage: \$4840.08
 Total Postage Affixed:
 Total Postage Due:
 Handling Unit :

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

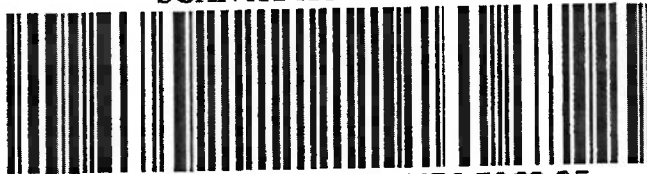
Important: Please bring your mailing by - Jun 08, 2023

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

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;

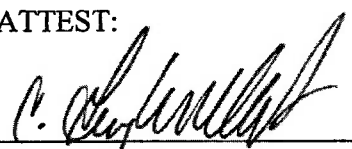
NOW, THEREFORE, BE IT RESOLVED:

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.

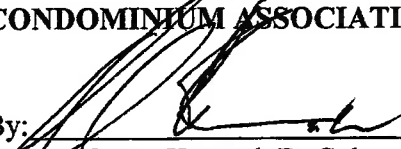
PASSED AND ADOPTED THIS 15 DAY OF JUNE 2023.

ATTEST:



C. Guy Woolbright, Secretary

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

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.

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 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 14th 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 15th 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

Bldg/Unit Numbers		In Legal?
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

RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE
WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION")
SELECTING ENGINEERING SERVICES, INC. ("ESI") TO PERFORM PHASE ONE
MILESTONE INSPECTION SERVICES AND DELEGATING AUTHORITY TO THE
MANAGEMENT COMPANY, IN CONSULTATION WITH THE CHAIRMAN AND
VICE CHAIRMAN, TO AUTHORIZE ADDITIONAL SERVICES
UP TO SPECIFIED AMOUNTS**

WHEREAS, recent legislative changes implemented a statewide inspection program requiring condominiums three or more stories tall to have milestone inspections conducted for the purpose of attesting to the life safety and adequacy of the structural components of the building and determining the general structural condition of the building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building; and

WHEREAS, Florida law requires that the Association conduct these milestone inspections before December 31, 2024; and

WHEREAS, the statewide inspection program includes a requirement that a signed and sealed milestone inspection report be prepared for each building three stories or taller within the On Top of the World condominium community; and

WHEREAS, phase one of the milestone inspection consists of a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and a qualitative assessment of the structural conditions of the building; and

WHEREAS, phase two of the milestone inspection must be performed for a building if any substantial structural deterioration is identified during phase one; and

WHEREAS; phase two of the milestone inspection may involve destructive or nondestructive testing in the manner determined necessary by the inspector to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building; and

WHEREAS, there are 71 condominium buildings in the On Top of the World condominium community that are three stories or taller; and

WHEREAS, although not required by law, the management company recommends that the Association engage ESI to perform similar inspections on the 20 buildings that are less than three stories tall to obtain similar information about all condominium buildings in the On Top of the World condominium community; and

WHEREAS, the management company sought proposals from qualified firms to perform such milestone inspections and produce such milestone inspection reports; and

WHEREAS, the management company found the proposal from ESI attached hereto as **Exhibit A** to be the most comprehensive and cost effective; and

WHEREAS, ESI's proposed fee and costs for performing phase one milestone inspections and producing inspection reports for all 91 buildings an amount not to exceed **\$530,400.00**; and

WHEREAS, this proposed fee is based in part on ESI's estimate that interior inspections of approximately fifteen percent (15%) of the units in each building will be necessary in order to adequately complete the phase one milestone inspection; and

WHEREAS, the management company recommends that an additional contingency amount of **\$53,040.00**, which is ten percent (10%) of the proposed fee be added to cover the cost of additional work necessitated by unforeseen conditions; and

WHEREAS, it would be expedient for such additional work to be authorized by the management company, in consultation with the Chairman and Vice Chairman, without further action by the Board of Administration (the "Board") if ESI demonstrates to the management company's satisfaction that the additional work is warranted; and

WHEREAS, the phase one milestone inspections may conclude that phase two milestone inspections are required; and

WHEREAS, due to the statutory deadline for completion of all milestone inspection requirements, it would be expedient for the management company, in consultation with the Chairman and Vice Chairman, to have the authority to authorize ESI or another qualified firm to proceed with phase two inspections in an amount not to exceed **\$250,000.00**, if warranted; and

NOW THEREFORE, it is resolved as follows:


1. The Board approves performing milestone inspections of all condominium buildings within the On Top of the World condominium community, even though Florida law does not require such inspections for condominium buildings less than three stories.
2. The Board selects ESI to perform the phase one milestone inspections in accordance with **Exhibit A** and authorizes ESI to proceed with the work outlined therein for an amount not to exceed **\$530,400.00**.
3. The Board authorizes an additional contingency amount of **\$53,400.00** (10% of ESI's proposal) to address unforeseen conditions, including the need to inspect the interior of more than 15% of the units in any building, and delegates authority to the management company, in consultation with the Chairman and Vice Chairman, to authorize additional services by ESI without further approval of the Board up to this amount, if ESI demonstrates to the management company's satisfaction that such additional work is warranted.
4. The Board delegates authority to the management company, in consultation with the Chairman and Vice Chairman, to authorize ESI to perform phase two milestone inspection services up to an additional amount of **\$250,000.00**, if any phase one milestone inspection concludes that a phase two inspection is warranted, and provided that (a) the management company is reasonably satisfied with the quality and promptness of ESI's services for the phase one milestone inspection work; and (b) the management company determines that ESI's fees and costs for such phase two

milestone inspection services are reasonable. Alternatively, the management company is authorized to retain a different qualified firm to perform phase two inspections up to \$250,000.00, if any phase one milestone inspection concludes that a phase two inspection is warranted.

5. The Board directs the management company to provide periodic reports to the Board on the progress of the milestone inspections and the expenditure of all funds authorized herein.
6. The Board authorizes the Chairman or Vice Chairman to sign any documents necessary and take such other actions as are necessary and appropriate to fulfilling the Association's obligations pursuant to the statewide inspection program.

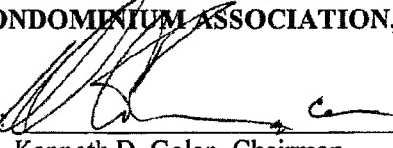
PASSED AND ADOPTED THIS 15 DAY OF JUNE 2023.

ATTEST:



C. Guy Woolbright, Secretary

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

By 

Kenneth D. Colen, Chairman



EXHIBIT A

2870 Scherer Drive North
Suite 200
St. Petersburg, FL 33716

Proposal for Architectural/Engineering Phase 1 Milestone Inspection Services ("Proposal")

Architectural/Engineering Firm: Engineering Systems Inc. c/o John Zietkiewicz 2870 Scherer Drive North, Suite 200 St. Petersburg, FL 33716 jpzietkiewicz@engsys.com	Client: On Top Of The World Condominium Association Inc. 2069 World Parkway Blvd., East Clearwater, FL 33763 Attn: Dessa Barabba dessa_barabba@parkwayclw.com
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Project Number: 9XXXX

Date: 15 June 2023

Project Name: On Top Of the World Condominium Association ("Association" or "Client") SB4-D Phase 1 Milestone Inspections

Law Inspections Location: 2291 World Parkway Blvd. West, Clearwater, FL 33763

SCOPE OF ARCHITECTURAL/ENGINEERING PHASE 1 MILESTONE INSPECTION SERVICES

BACKGROUND:

In May of 2022 the Florida Legislature passed Senate Bill 4-D, Building Safety Law (SB 4-D)¹, which creates a new statewide inspection program requiring condominium and co-op buildings three or more stories tall to conduct milestone structural inspections and perform structural integrity reserve studies to ensure such buildings are safe for continued use and occupation.

In response to the passage of SB 4-D, Mr. Shawn Tobias of Parkway Maintenance & Management Pinellas, LLC, the property management services provider for the Association has reached out to Engineering Systems Inc. ("ESI", "we" or "our") to obtain a proposal for a SB 4-D Phase 1 Milestone Inspection.

PROJECT UNDERSTANDING:

On Top of the World is a self-contained 55+ retirement community located in Clearwater, Florida. The Community consists of 91 residential buildings of various sizes with a total of 4,967 units, and various accessory buildings including offices, clubhouses, and recreation facilities. The community is organized as a condominium association. Units typically are either 1- or 2-bedroom units. 71 of the 91 residential buildings are three stories tall, with the remaining 20 buildings being less than three stories. The community was built between 1969 and 1998.

¹ The Florida Legislature adopted SB 154 this 2023 legislative session, which is expected to become law and amend SB 4-D. This proposal for architectural/engineering services anticipates that SB 154 will become law and addresses the changes to SB 4-D as they relate to this proposal. Once SB 154 is signed into law, references in this Proposal to SB 4-D shall be deemed to refer to SB 154.



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With the recent passage of SB 4-D, the Association is required to conduct inspections - a Phase 1 Milestone Inspection ("Phase 1") for the 71 three-story buildings, and a Phase 2 Milestone Inspection ("Phase 2") for any building where substantial structural deterioration² is identified during the Phase 1. Additionally, the 71 three-story residential condominium buildings will be required to undergo a Structural Integrity Reserve Study (SIRS). Although not required by SB 4-D, the Association has requested that the 20 two-story buildings be included within ESi's scope of architectural/engineering Phase 1 milestone inspection services.³

The Association has contacted ESi to request a proposal for architectural/engineering Phase 1 Milestone Inspection services that complies with SB 4-D for all 71 three-story residential buildings and 20 two-story residential buildings.

SCOPE OF ARCHITECTURAL/ENGINEERING SERVICES FOR PHASE 1 MILESTONE INSPECTION SERVICES

ESi is submitting this Proposal to provide the Phase 1 Milestone Inspections for the 71 three-story buildings as required by SB 4-D, and for the 20 two-story buildings. Based on the findings of the Phase 1 inspections, a subsequent scope of services and budget will be determined for the Phase 2 Milestone Inspections, if required.

This Proposal does not include the SIRS inspections services.

ESi intends to perform the Phase 1 Milestone Inspection as a 2-part effort. The first part of these inspections will entail a visual inspection of load-bearing elements and the primary structural members and primary structural systems of exterior, roof, and common areas of the various buildings to be inspected ("Exterior Inspection"). Upon completing the Exterior Inspection, ESi will determine which units to request entry to inspect in accordance with SB 4-D. ESi's intent is to inspect a sampling of units across the various buildings to determine as accurately as possible the overall condition of the building itself, informed by the condition of the inspected common areas and exterior ("Interior Inspections"). ESi will use the inspections performed during the Exterior Inspection to identify which units we may need to access and then include a random sampling of units to inspect approximately 15% of the number of units for each building. If a higher percentage of units require inspection, this would be an additional cost of that provided within this estimate.

These inspections will be managed by a Florida Licensed Architect and/or Engineer.

The inspections will entail an inspection of load-bearing elements and the primary structural members⁴ and primary structural systems⁵ of exterior, roof, and common areas of both the 71 three-story residential buildings as well as the 20 two-story residential buildings. The focus will be to attest to the life safety and adequacy of the structural components of the respective building

² Section 553.899(2)(b), Florida Statutes, defines "substantial structural deterioration" to mean: "substantial structural distress [or substantial structural weakness] that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration."

³ In accordance with applicable law, only the reports for the three-story buildings will be submitted to the building official of the local government which has jurisdiction.

⁴ "Primary structural member" refers to a structural element designed to provide support and stability for the vertical and lateral loads of the overall structure, as set forth in Sec. 627.706(2)(d), F.S.

⁵ "Primary structural system" refers to an assemblage of primary structural members, as set forth in Sec. 627.706(2)(e), F.S.



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and, to the extent reasonably possible, determining the general structural condition of the buildings as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. These conditions will be identified as either unsafe or dangerous.

Following approval of this Proposal by the Board of Managers of the Association ("Association Board"), ESi will meet with representatives from the Association to finalize a specific schedule and methodology for completing the inspections contemplated herein. Below is a preliminary outline schedule and methodology, which will be revised and finalized by the parties following approval of this Proposal by the Association Board. ESi will be prepared to commence inspections the second week of July and intends to complete the inspections, including the provision of the required signed and sealed reports pursuant to SB 4-D ("Final Phase 1 Report") by December 31, 2023.

1. ESi would begin preliminary planning starting on or about June 19th, immediately following approval by the Association Board. Planning would include preparing a schedule of inspections, which would identify the order of buildings to be inspected. Our schedule would be submitted to a representative of the Association for review and comment. Our preliminary estimates include using two teams of two inspectors and to inspect approximately 18 buildings per month (4½ buildings a week) starting at the beginning of July 2023. At this rate, all Exterior Inspection of Phase 1 would be completed by mid-December 2023.
2. ESi intends to prepare preliminary building reports as we complete each building inspection. Preliminary reports would be submitted to a representative of the Association for review and comment as they are completed. It is estimated that each building report would be issued approximately 2 – 3 weeks after the Exterior Inspection. Along with each issued preliminary report we would issue a list of the 15% of units that would need to be inspected on the interior of that building so that arrangements can be made with individual unit owners for access. In doing this, the interior inspections would lag behind the preliminary building report by 2 – 3 weeks.
3. Having completed the interior inspections, a Final Phase 1 Report for each building would be issued. Here again ESi would attest to the life safety and adequacy of the structural components of the respective building and, to the extent reasonably possible, determining the general structural condition of the buildings as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building, all as more particularly set forth in Sec. 553.899(8), Florida Statutes that were found during the interior inspections. Again, the Final Phase 1 Report that includes the interior inspection for each building would lag in the completion of the Exterior Inspection report by about 2 – 3 weeks. At that time, we would issue our recommendations for the Phase 2 inspections that may be required, including pricing proposal and a schedule for completion ("Phase 2 Proposal").
4. Using this timeline, if we start the first building inspections in the second week of July (Week 1 of Schedule), preliminary reports for the Exterior Inspection would be issued Week 4 (first week of August). Interior inspections would be done Week 7 (4th week of August). Final Phase 1 Reports for the first buildings, including a Phase 2 Proposal, would be issued Week 10 (second week of September).
5. At the end of the timeline, buildings 86 through 91 would be inspected in Week 20



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(third week of November) of the schedule. The Exterior Inspection preliminary report would be issued Week 23 (second week of December), unit interiors would be inspected Week 26 (first week of January), and Final Phase 1 Report and Phase 2 Proposal would be issued Week 29 (4th week of January).

As SB 4-D only requires a report for the three-story buildings, this report would be issued after completion of building 71 (Exterior Inspection finished in Week 16/3rd week of October, with the Final Phase 1 Report and Phase 2 Proposal on Week 25/4th week of December). The Final Phase 1 Report will be signed and sealed by a Florida Licensed Architect or Engineer. The three-story Final Phase 1 Reports only will be submitted to the building official of the local government which has jurisdiction as required by SB 4-D; the two-story Final Phase 1 Reports will not be submitted to the building official of the local government.

PHASE 2 MILESTONE INSPECTIONS:

If the Final Phase 1 Report indicates that a Phase 2 inspection is required by statute, ESI will submit Phase 2 Proposal for further review as set forth above. The Phase 2 Proposal will contemplate completion of the Phase 2 inspection within 180 days after submitting the applicable Final Phase 1 Report to the local enforcement agency. Notwithstanding the foregoing, ESI understands that acceptance of the Phase 2 Proposal is subject to approval by Association Board and that nothing herein shall commit the Association Board to engage ESI to conduct a Phase 2 inspection.

Examples of Phase 2 work may include the following, all of which remain subject to approval by Association Board.

Phase 2 inspections will be required if any substantial structural deterioration is identified during the Phase 1 inspection. Depending on the condition identified, the Phase 2 inspections may involve several different destructive and non-destructive inspections and tests. ESI has at its disposal an array of tools and technologies to assess structures, analyze the extent of any deterioration, and record, manage, and communicate supporting data. At this time, it is not known what potential tests may be required to further investigate any identified substantial structural deterioration. Based on our experience the following tests are the most common types of additional investigations that are performed.

- Drones. ESI has a team of FAA licensed drone pilots that can operate drones to inspect those areas that may be difficult to access personally. Our drones are also capable of imaging using a variety of cameras including Infrared.
- Ground penetrating radar/concrete scanning. Scanning and imaging technology of concrete or concrete block that can determine depth and location of rebar, wire mesh conduits, and/or cables within concrete or concrete block, and air voids that may exist. Ground penetrating radar can also be used to identify underground conditions without the need for excavation.
- Removal and replacement of gypsum wall board assemblies to provide access to behind the wall/ceiling conditions for visual or other inspections. Based on removing a 4-foot by 4-foot section of gypsum wallboard, and repair/replacement of same to prior existing conditions.



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SCOPE SUMMARY

SERVICE	UNIT COST	BUDGET COST
PHASE 1, INITIAL EXTERIOR INSPECTIONS (EXTERIOR, ROOF, COMMON AREAS): 71 three-story BUILDINGS	\$1,240*	\$88,000
PHASE 1, INTERIOR INSPECTIONS (15% OF TOTAL NUMBER OF UNITS): 744 UNITS IN three-story BUILDINGS	\$185*	\$138,000
REPORTS (A PRELIMINARY & FINAL PHASE 1 REPORT WILL BE GENERATED PER BUILDING, PLUS A CONSOLIDATED REPORT FOR three-story)	\$2,100	\$149,000
PHASE 1, INITIAL EXTERIOR INSPECTIONS (EXTERIOR, ROOF, COMMON AREAS): 20 2- STORY BUILDINGS	\$820*	\$16,400
PHASE 1, INTERIOR INSPECTIONS (15% OF TOTAL NUMBER OF UNITS): 65 UNITS IN two-story BUILDINGS	\$185*	\$12,000
REPORTS (A PRELIMINARY & FINAL PHASE 1 REPORT WILL BE GENERATED PER BUILDING, PLUS A CONSOLIDATED REPORT FOR TWO-STORY BUILDINGS)	\$2,100	\$42,000
TOTAL:		\$445,400*
NOTES		
<p>1 – Proposal does not include direct expenses. Direct expenses will be billed per ESI’s Terms and Conditions attached hereto. Direct expenses typically include travel costs, lodging, meals, etc. will be as set forth on Exhibit A. ESI direct expenses will not exceed \$85,000.</p> <p>*Unit Cost provided above is an average based on the number of different building geometries within the building.</p> <p>+The total budget cost (exclusive of direct expenses) will not exceed this amount.</p>		



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ADDITIONAL COST INFORMATION:

Per the Terms and Conditions attached, ESI will invoice monthly for time and material incurred during that time period.

Offered by Engineering Systems Inc. (ESI):

Accepted by On Top Of The World
Condominium Association Inc.

(Client):

Name: *[Signature]*

Name: *[Signature]*

Title: *Senior Consultant*

Title: *Chairman*

Date: *6/19/2023*

Date: *June 15, 2023*



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The terms and conditions on the following page are part of this agreement.

Terms and Conditions

ESI shall perform the services outlined in this agreement for the stated fee arrangement.

Fee

The total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without approval of the Client. The fee arrangement is to be on an hourly basis and the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and ESI may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access to Site

Unless otherwise stated, ESI will have access to the site for activities necessary for the performance of the services. ESI will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If ESI has reason to believe that such a condition may exist, ESI shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) ESI has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ESI shall not be responsible for the existing condition nor any resulting damages to persons or property. ESI shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnifications

The Client shall indemnify and hold harmless ESI and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client or the Client's agents. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.



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Risk Allocation

In recognition of the relative risks rewards and benefits of the project to both the Client and ESI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ESI's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$20,000, the amount of ESI's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, ESI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay ESI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by ESI under this agreement shall remain the property of ESI and may not be used by the Client for any other endeavor without the written consent of ESI.

Dispute Resolution

In the event any dispute arises, ESI and Client will negotiate in good faith to resolve such dispute prior to seeking relief in mediation. If the dispute has not been resolved by negotiation within 45 days after delivery of the initial notice of negotiation, the parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure. This agreement will be governed by the laws of the principal place of business of ESI.



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Exhibit A

ESi shall endeavor to use site inspection team members that are local, or as close to the project site as possible. ESi currently has available three individuals capable and qualified to perform inspections in our St. Petersburg offices. As ESi cannot guarantee availability of certain individuals based on their current or future workload and obligations, it is estimated that at any one time a minimum of two of the site inspection team members will be local to St. Petersburg and two of the site inspection team members will be called in from one of ESi's other 18 offices across the country.

Below is a sample calculation of a week's direct costs based on the anticipated inspection team makeup:

Atlanta engineer travel/flight:	\$200 r/t
Atlanta engineer lodging, Sun – Thu:	\$200 night/\$1000 week
Ft Myers engineer travel/drive:	140 miles @ 65.6 cent/mile = \$91 one way/\$182 r/t
Ft Myers engineer lodging, Sun – Thu:	\$200 night/\$1000 week
Local travel to site:	20 miles pp @ 65.5 cent/mile = \$13.10 pp x 3 people = \$39.90/day - \$196.60/week
Local engineer's meals (lunch):	\$15/pp x 2 = \$30/day, \$150/week
Out of town engineers' meals (B/L/D):	\$75/pp x 2 = 150/day, \$750/week
Total for a week:	\$3,478

Estimated duration of Phase 1 is 20 weeks for 91 buildings. Therefore, the direct expenses would be estimated at \$69,560.

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 \$40,636.11 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, master bath demolition, and replacing drywall; and

WHEREAS, the total cost incurred by the Management Company for these services is \$40,636.11, 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;

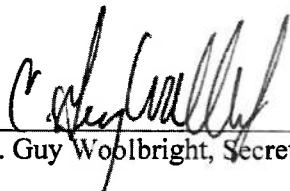
NOW, THEREFORE, it is resolved as follows:

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 \$40,636.11 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 15th DAY OF JUNE 2023.

ATTEST:



C. Guy Woolbright, Secretary

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

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**

Contractor	Service	Amount
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
Able Builders, Inc.	Master bathroom demolition	\$1,3504.04
Total		\$40,636.11



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

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

Labor:

Day 1: 6 techs @ \$65 hr per tech for 6 hours	\$2,340.00
Day 2: 6 techs @ \$65 hr per tech for 6 hours	\$2,340.00
Day 3: 6 techs @ \$65 hr per tech for 6 hours	\$2,340.00

Supply fee: All PPE, trash bags, HEPA filters ,etc	\$400.00
Dumpster: 6 @ \$450 each	\$2,700.00
Total Due:	\$10,120.00

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	Big 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

Bill To:
 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 Eudorian Way Unit 43	1	250.00	250.00
Asbestos Survey	Additional asbestos samples	6	25.00	150.00
			Total	\$400.00

PAID
 3-31-23
 CC

Thank you for your business.



Able Builders, Inc

14445 US HWY 19 N
Clearwater, FL 33764
+1 7274475888
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

SUBTOTAL	12,031.49
TAX	0.00
TOTAL	12,031.49
BALANCE DUE	\$12,031.49

Able Builders
14445 US HWY 19 N
Clearwater FL 33764

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
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 #43
 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
 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
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>Reference: 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 = \$2,575.00 Flooring Removal = \$625.00</p> <p style="text-align: center;">- THANK YOU -</p>	
TOTAL	\$3,200.00



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)485-7749

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

SAMPLE	LOCATION	LITERS/AIR	FIBERS/CUBIC CENTIMETER
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.



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 4739
DATE 04/11/2023
TERMS Due on receipt
DUE DATE 05/01/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/11/2023	Master bathroom demo	1	1,305.04	1,305.04
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				
SUBTOTAL				1,305.04
TAX				0.00
TOTAL				1,305.04
BALANCE DUE				\$1,305.04

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.

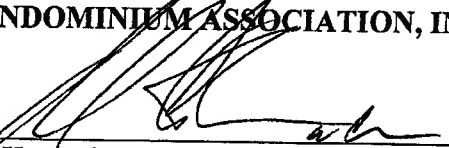
PASSED AND ADOPTED THIS 15th DAY OF JUNE 2023.

ATTEST:



C. Guy Woolbright, Secretary

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

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.

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

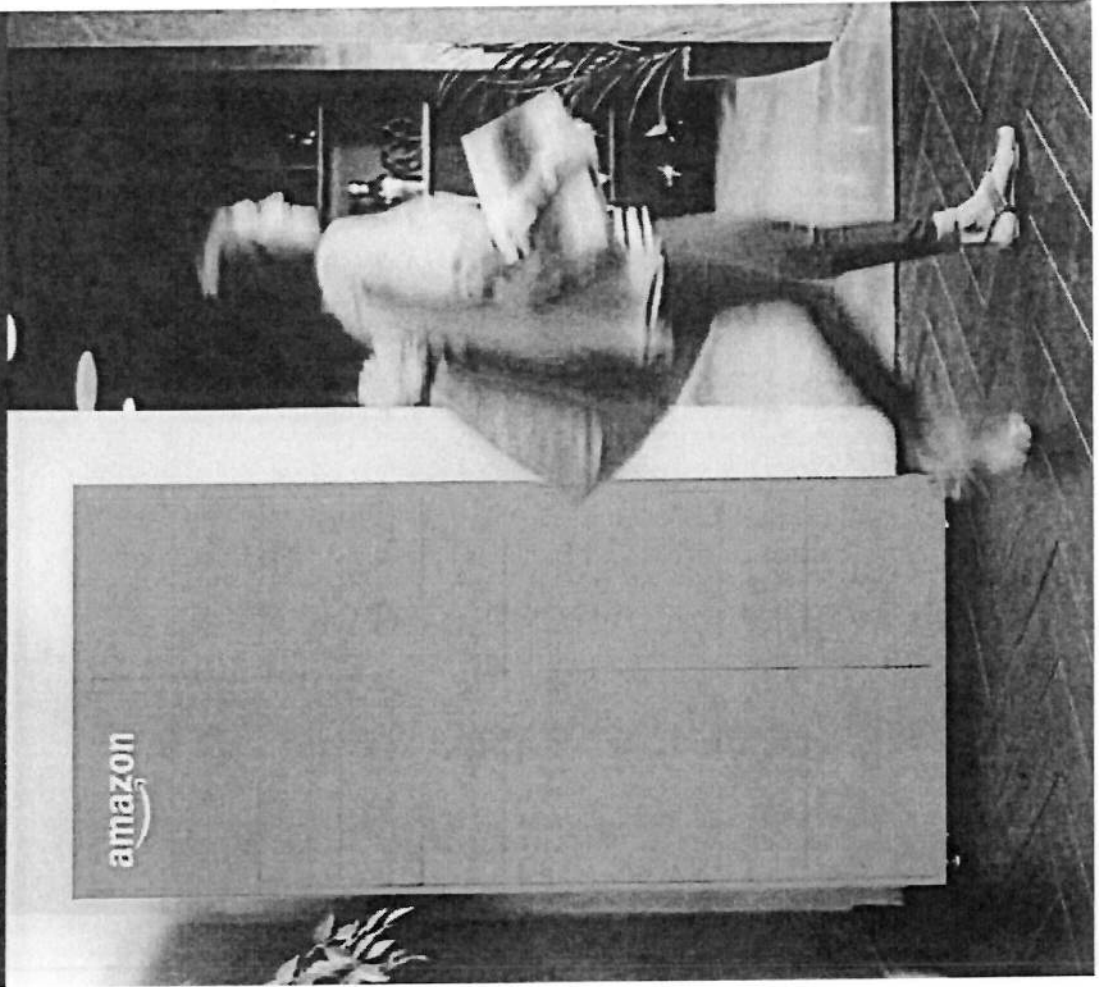
You must not modify, move, relocate, unplug, disassemble or, tamper the Amazon Lockers in any way. If you need to relocate any Amazon Locker from its then-current placement on either a temporary or permanent basis for any reason, you may request relocation by providing a two weeks' prior written notice 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 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.

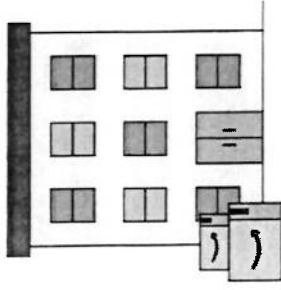
Apartment locker solutions from Amazon Hub

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:

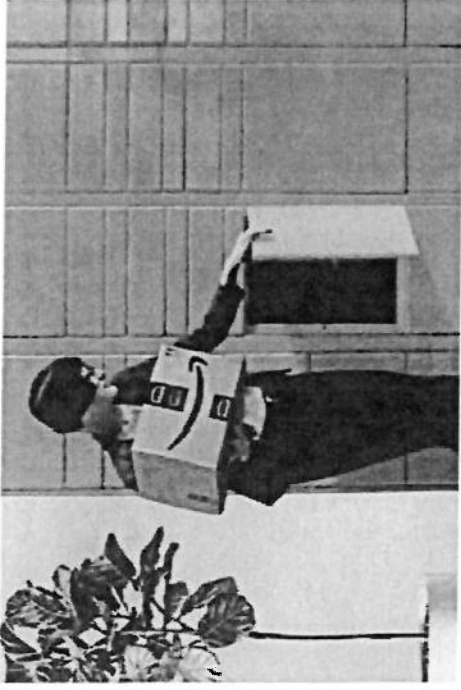
Amazon carrier arrives at the property and delivers the Amazon package into the locker.

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



CONTRACT / AGREEMENT

THIS AGREEMENT is entered into this 06/26, 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 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 Aluminium Incorporated**
David Smythe, Principal
2101 34th 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.

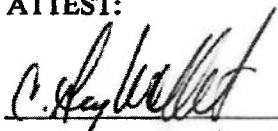
20. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

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

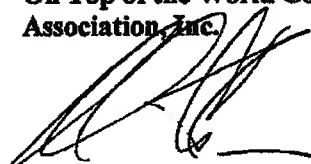
of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance 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.

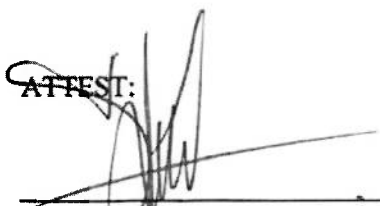
ATTEST:


Print: C. Graybeal

On Top of the World Condominium
Association, Inc.


Printed Name: Kenneth D. Coleman, Chair.

ATTEST:


Print: SHAWN TOBIAS

ADL Aluminum Incorporated


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
RAILING REPLACEMENT, BUILDING #77			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

SUBTOTAL	33,908.62
TAX	0.00
TOTAL	\$33,908.62

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 Top of the World
Clearwater Florida

CONTRACT / AGREEMENT

THIS AGREEMENT is entered into on June 16, 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 34th 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.

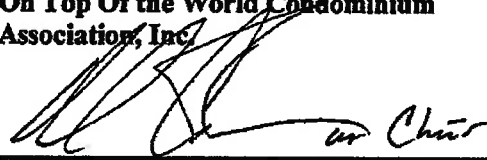
ATTEST:



Print:

Cheryl Woodbrigt

On Top Of the World Condominium
Association, Inc.



Printed Name:

Kenneth D. Cohen as Chair

ATTEST:



Print:

SHAWN TOBIAS

ADL Aluminum Incorporated

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
RAILING REPLACEMENT, BUILDING #78			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

.....

SUBTOTAL	23,050.00
TAX	0.00
TOTAL	\$23,050.00

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

Proposal



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 1/2" = \$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.

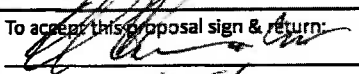
Resurface existing asphalt with 1 1/2 inches of Type III asphalted concrete (hot mix) Pavement will be compacted with our steel wheel vibratory compactor and traffic roller to approved density. NOTE: Every effort will be made to attain proper drainage. There is NO guarantee to remove 100% of all standing 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: 06/15/2023

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.

All-Phase PAVING & SEALING

11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778

NO WARRANTIES ARE HONORED UNLESS PAYMENT IS RECEIVED IN FULL

Guarantees, Warranties, Disclaimers

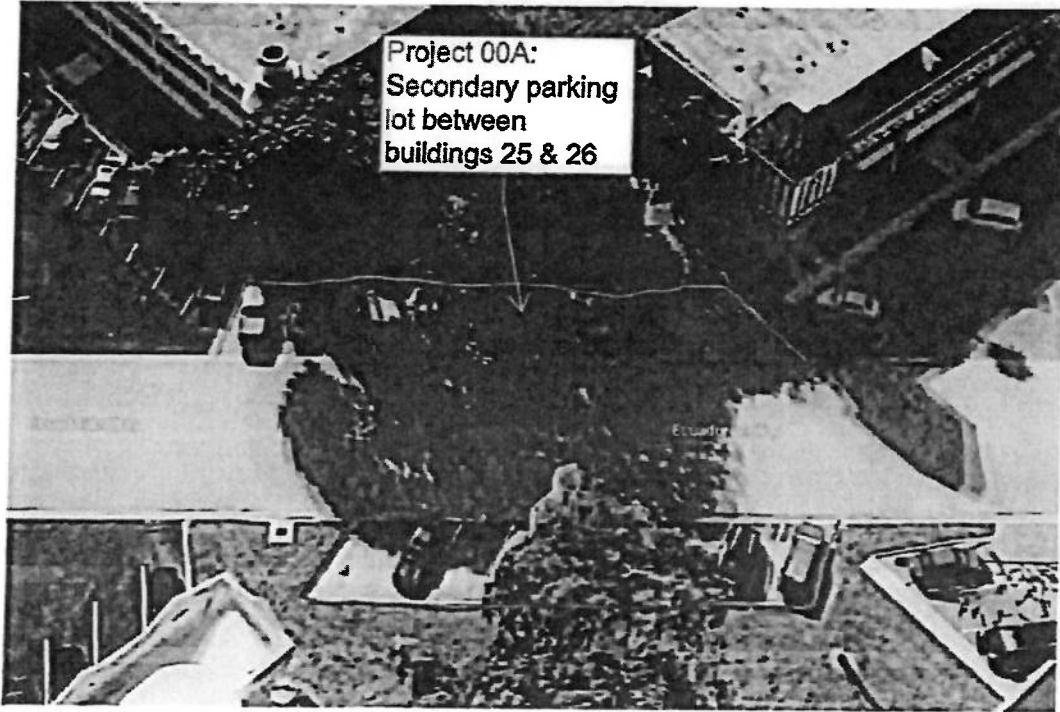
Guarantee – Materials and workmanship are guaranteed for a period of TWO YEARS. Guarantees do not include oil spots or base failure. We use recycled asphalt products (rap) all State tested. Any concealed circumstance, alternation, or deviation from above specifications involving extra costs will be executed 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 WALSHINGHAM ROAD • LARGO, FLORIDA 33778



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 #: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.

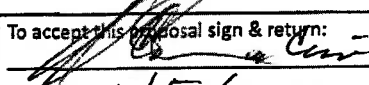
Resurface existing asphalt with 1 ½ inches of Type III asphalted concrete (hot mix) Pavement will be compacted with our steel wheel vibratory compactor and traffic roller to approved density. NOTE: Every effort will be made to attain proper drainage. There is NO guarantee to remove 100% of all standing 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: 06/15/2023

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 WALSHINGHAM ROAD • LARGO, FLORIDA 33778

NO WARRANTIES ARE HONORED UNLESS PAYMENT IS RECEIVED IN FULL

Guarantees, Warranties, Disclaimers

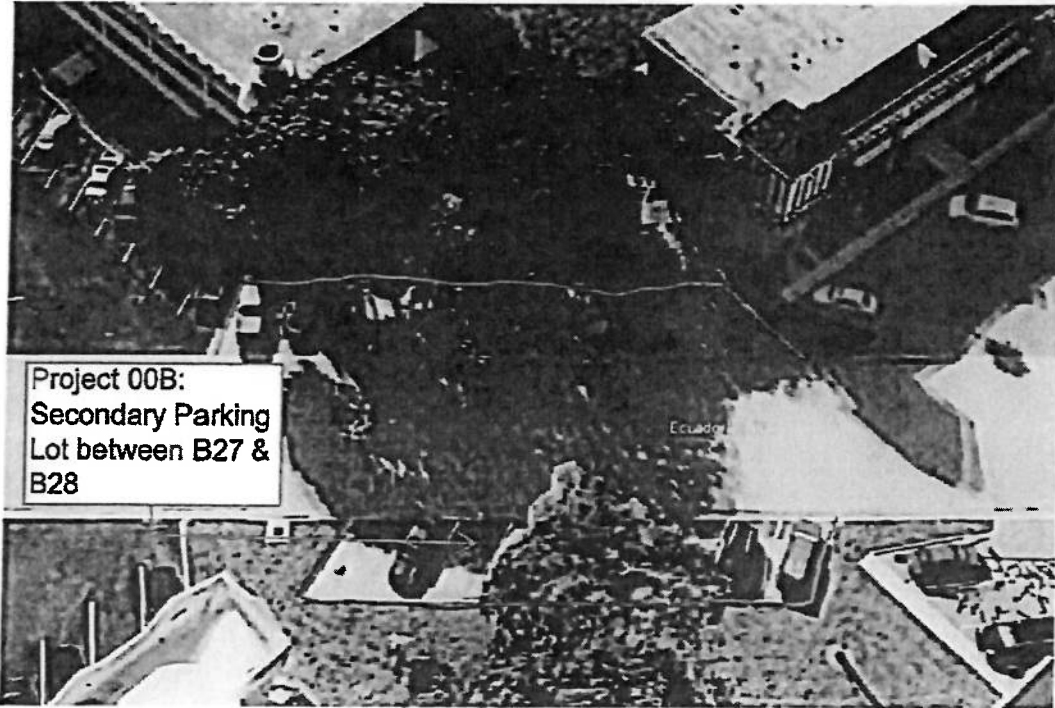
Guarantee – Materials and workmanship are guaranteed for a period of TWO YEARS. Guarantees do not include oil spots or base failure. We use recycled asphalt products (rap) all State tested. Any concealed circumstance, alternation, or deviation from above specifications involving extra costs will be executed 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.
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Pinellas: PCCLB C-9242, C-9246
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All-Phase
PAVING & SEALING
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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
Estimate ID: EST3936351
Date: Jun 02, 2023
Billing Address: 2069 World Parkway Boulevard Clearwater, Florida 33763

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
			Subtotal	\$425.00
			Taxes	\$0.00
			Estimate Total	\$425.00

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

Signature Date: 06/16/2023

Estimate approved by: _____
 Customer Representative

Signature Date: _____

Agenda Item 7 – Resolution 2023-08 Suspension of Rights of Owners when payments due the Association are more than 90 days delinquent

Short Title: RESOLUTION 2023-08

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 3 accounts to consider for suspension, please refer to Exhibit A to Resolution 2023-08.

RESOLUTION 2023-08

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 14th 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 _____ 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 2023-08

Bldg/Unit Numbers		In Legal?
73	27	YES
96	315	YES
07	76	YES

Total = 3 Accounts

Agenda Item 8 – Management Company Report on ESI Building Inspections

Dessa Barabba, General Manager of the Management Company to provide a report on ESI's progress on building inspections.

Agenda Item 9 – Accept Retirement Notice submitted by Leslee Colen on July 18, 2023

Attached to your meeting packet is a letter of retirement submitted by Leslee Colen on July 18, 2023.

Do I hear a motion to accept this letter of retirement?

July 18, 2023

On Top of the World Condominium Association, Inc. Board of Administration

Members of the Board:

Please accept this letter as notice of my retirement from the Association Board of Administration effective July 18, 2023, in order to be able to devote more of my time to my passion of helping others.

It has been my honor to have served the On Top of the World community as a Board member for the past 25+ years.

As a member of the Construction Family that envisioned the original concept of our Community and devotedly built that dream into a magnificent reality, it has been my honor to oversee daily operations, ongoing innovations and to envision and create many special projects including:

- Creation of of the Good Karma Café
- Designing and creating the Gyms in both the East side and Westside Recreation Centers
- The design and implementation of ongoing Upgrades to the Recreation Facilities
- Creating and Designing our Service Office Facility and Village Post Office
- Oversight of Ongoing street, parking lot maintenance, upgraded street lighting and Community-wide signage
- The creation of our fully Certified State of Florida Licensed, Elevator Repair Specialist's Team.
- The creation of Nature's Gym and many other subtle but welcomed additions and updates to buildings, infrastructure and grounds throughout the community.

For those who would be concerned that I will be bored in semi-retirement, please, no worries! I am committed to continuing my longtime dedication, care and the love of helping others-as I have been doing for many years; on my time off, as a certified Yoga instructor. And just to be sure I don't get bored, I am will also continue to donate my skills as an accomplished artist to an AP Art Class in a Florida High School.

Take Good Care, Stay Safe and Happy

With Light and Love,
Leslee Colen

Agenda Item 10 – Appoint two new Board Members to fill vacant seats created by retiring directors Sharon Licata and Leslee Colen

Board Members, pursuant to the Association’s By-Laws, Article III, Section 4 provides that vacancies occurring on the Board may be filled by the affirmative vote of a majority of the Directors.

The Association received expressions of interest from a number of individuals and those names and qualifications have been provided to all Board members for their review and consideration prior to the board meeting. In addition to the attached table, the original emails submitted to associationinfo@otowfl.net were shared with the Board members prior to this meeting. As the emails contained phone numbers and other information that the Association deemed confidential, the attached table has omitted this information.

The vacant seats will be filled one at a time so any Board member wishing to make a motion should include only one candidate in their motion. After one seat is filled, we will consider a motion to appoint a candidate from the list to fill the remaining seat.

Appointment of Board member to fill vacant seat of retiring director, Sharon Licata:

Do I hear a motion from a member of the Board to appoint a candidate, from the list, to fill the vacant seat and serve the remaining term of retiring director, Sharon Licata? Do I hear a second to that motion? All in favor, say aye, any opposed?

_____ is duly appointed to serve on the Board.

Appointment of Board member to fill vacant seat of retiring director, Leslee Colen:

Do I hear a motion from a member of the Board to appoint a candidate, from the list, to fill the vacant seat and serve the remaining term of retiring director, Leslee Colen? Do I hear a second to that motion? All in favor, say aye, any opposed?

_____ is duly appointed to serve on the Board.

Once the Board has appointed two new Board members, the Chairman invites the new Board members to approach the Board table.

New Board members will be presented with:

- (1) Instructions as provided by Section 718.112(2)d.4.b., Florida Statutes, to complete Certification within 90 days of appointment, and return signed Certification to the Secretary
- (2) On Top of the World Condominium Association, Inc. – Summary of Board of Administration Duties and Responsibilities to be signed and returned to the Secretary
- (3) An Association Board Information book that contains Articles of Incorporation, By-Laws and the most recent Rules for the Association.

**OTOW Condo Association
Vacant Board Seats – Candidates for Consideration 8.7.23**

Name	Qualifications Provided by Each Member
Stacy Rush	<p>I have experience working on boards, business management, USCG Veteran, and former law enforcement officer. I managed a trucking terminal whose net profit month maintained \$1 million a month while I was manager. I have been in healthcare working with the senior population for over 20 years. I understand the needs when it comes to the safety and well-being of our residents.</p> <p>During this turbulent time, the board and residents need a person who can help calm the storm that is brewing in this community. I understand it can be very difficult to find common ground.</p>
Russell Ciokiewicz	<p>As you can see from my attached resume, I am extremely well versed in the financial field, which I believe may come in handy during these interesting times with Florida SB-4D looming over us as an association, as well as my years of experience dealing with financial matters on an operational level. Additionally, I was on the Board of Directors for the Morningside/Meadows subdivision in Clearwater (688 single family homes) for four years before my wife and I moved out of state for 10 years. When we moved back, we moved directly into OTOW, where we plan to spend our remaining years.</p>
Marilyn McCarty	<p>No qualifications listed</p>
Maria Avdelas	<p>I've been a resident of OTOW since December of 2021 and would like to serve on the Board as an advocate to the residents.</p> <p>As a disabled person, I am certain that my unique perspective would be an asset to the community as a whole. I am very active here in our community. I have been featured in the OTOW newspaper, organized cookouts, and of course been involved in many other activities coordinated by other residents.</p> <p>I have a reputation for being level headed, courteous, and ethical. My background in education and business helped develop my organizational skills, time management, and flexibility. I am determined to attend regularly scheduled meetings and offer rational decisions by tactfully communicating with others.</p> <p>I've run for the Ohio Senate in the past, organized fundraisers, as well as other events, and have a high level of commitment to any project I undertake. Those that know me would describe me as down to earth, empathetic, yet unbothered by criticism.</p>
Nancy Burt	<p>43 years in school districts from all over the world. Has negotiation skills and worked most of her years dealing with parents and teachers.</p>
Douglas Westervelt	<p>I am highly educated in accounting, finance, economics, and law at 2 different top tier universities, which awarded me my BS cum laude in economics and business, and then my MBA degrees, further more I have extensive senior level management experiences gained on Wall Street, and with a Dow 30 company, and with a U.S. subsidiary of the world's largest pharmaceutical company, and as Executive Director of what became the USA's then largest physicians & hospitals sponsored HMO, and as VP of Education Services for the USA's largest knowledge assessment entity, my understanding is that 6 of these perhaps 6 other candidates for the Board's vacant seat have no such comparable education or senior management experiences.</p>

Name	Qualifications Provided by Each Member
Katie Bajis	<p>I served on the board of a condominium association in Maryland that had approximately 560 units. I also served on the board of a condominium association in Virginia that had 350 units.</p> <p>When I was making plans to retire a few years ago, I researched locations around the world. I considered Greece, Italy, Costa Rica, Hawaii, and several US states, including Florida. Eventually, I decided that Florida was the best location and began searching for the condominium community that would best fit my lifestyle. I chose OTON because of the economies-of-scale this facility offers and the capability to manage costs by maintaining our own contractor support.</p> <p>The OTOW community is facing many difficult challenges with the rising costs of inflation and supply chain shortages. I feel I can contribute a steady and calming influence for your community.</p> <p>My professional background is fairly broad. I received a B.A. in Russian and Soviet Studies from Monterey Institute in 1976. I worked for the Defense Language Institute, and as a contractor for Department of State, NASA, Department of Defense, and private companies. I worked for Lockheed Martin in their International Launch Services division and was deployed to Russia and Kazakhstan to support their satellite launch operations at Baikonur Cosmodrome. In my last positions, I worked as a Cyber Security Analyst at Fort Belvoir Community Hospital in Virginia.</p> <p>Currently, I am a member of the Coast Guard Auxiliary as an unpaid volunteer. I also volunteer with the local Community Emergency Management Teams in Pinellas county. I have a General Class ham radio license (KN4NEY) and participate in some local ham radio groups as well.</p> <p>I think I can contribute significantly to this community and help OTOW manage many of the issues and challenges we face.</p>

Agenda Item 11 - Other Business

Agenda Item 12 - Adjournment