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June 10, 2024

On Top of the World Condominium Association, Inc.  
Attention: Maria Avdelas, Chair  
2069 World Parkway Boulevard East  
Clearwater, Florida 33763

Barrie S. Buenaventura, Esq.  
Conn & Buenaventura, P.A.  
4830 West Kennedy Blvd.  
Suite 600  
Tampa, Florida 33609

**Re:** Response to the On Top of the World Condominium Association, Inc. (“**Association**”) following Notice of Termination and Offer of Transition Plan to Replace Parkway Maintenance & Management Pinellas, LLC (“**Parkway Pinellas**”)

Dear Ms. Avdelas and Ms. Buenaventura,

Stearns Weaver Miller (the “**Firm**”) represents Parkway Pinellas on this matter. As you know, on May 30, 2024 Parkway Pinellas provided the Association with the required ninety (90) day written notice of termination of the Management and Maintenance Services Agreement dated December 17, 2021 (“**Agreement**”) which becomes effective on August 28, 2024 (“**Termination Date**”). Parkway Pinellas also offered the Association the opportunity to extend the Termination Date for up to six (6) months to accommodate a smooth and positive transition for the Association to retain a replacement management company. The May 30<sup>th</sup> correspondence also emphasized the objective of Parkway Pinellas to work with the Association’s selected replacement management company to transition approximately 200 employees of Parkway Pinellas to the new management company. Since the May 30<sup>th</sup> letter was transmitted to the Association, five (5) Association Board members resigned, the Association held a Board meeting with the remaining four (4) Board members on June 4<sup>th</sup> in which the Board appointed a fifth Board member, and on June 6<sup>th</sup> the Association held its annual member meeting followed by another Board meeting. At the June 6<sup>th</sup> Board meeting the Board scheduled another Board meeting for June 13<sup>th</sup> at 10:00AM to further evaluate the proposed Association budget by Parkway Pinellas, and appoint four (4) additional board members (as opposed to holding a special election) after it receives resumes from Association members interested in joining the Board.

Parkway Pinellas stands by its offer to extend the Termination Date up to six (6) months and assist the Association in an orderly transfer of operations to a replacement management company. The purpose of this correspondence is to outline the circumstances under which Parkway Pinellas is willing to do so and to reach agreement with the Association on the issues addressed below. If the Association is unwilling to do so, Parkway Pinellas will not agree to extend the Termination Date.

**1. The Number One Priority of the Board should be to identify, evaluate, and select a qualified replacement management company.**

The On Top of the World Community – Clearwater (the “**Community**”) is essentially a small city requiring a myriad of operational and maintenance support service provided by approximately 200 employees. Despite this, it appears that the Board intends to self-manage the Community going forward – this would be a colossal disaster. A volunteer association board with no experience managing any community, let alone one of this size and complexity should not attempt to self-manage and act as a start-up management company.

There are only a few qualified management companies in the State of Florida that are even capable of providing the management and maintenance services required to serve this Community. The highest priority of this Board should be to quickly develop a request for proposals (“**RFP**”) and target these few qualified management companies. In order to help the Board with this process, and ensure that a qualified replacement will be found, Parkway Pinellas will fund the cost of hiring a mutually agreeable consultant to prepare an RFP and guide the Association through the selection process.

To be clear, Parkway Pinellas will provide its institutional knowledge to the consultant in creating an appropriate RFP and to the replacement management company once the Association decides on that replacement. However, unless asked to do so by the Association, Parkway Pinellas will have no role in the selection of a replacement management company.

**2. Parkway Pinellas is proposing to continue to provide management and maintenance services to the Community during this transition until a qualified management company is ready to take over.**

Parkway Pinellas is offering to extend the Termination Date for up to six (6) months so Parkway Pinellas and the Association can collaboratively work together to find a qualified replacement management company. During this time, Parkway Pinellas will continue to provide the management and maintenance services that have kept this Community positive and stable for over 50 years. Parkway Pinellas strongly recommends that the Board take steps to stop the substantial lack of civility in the Community, including against Parkway Pinellas, and take steps to restore the professional atmosphere. This will be a critical issue for the Board to successfully address before Parkway Pinellas will consider extending the Termination Date. Parkway Pinellas will not continue beyond the Termination Date if the Board fails to accomplish this

objective. Please also keep in mind that accomplishing this important objective will also be critical if the Board wants to attract qualified prospective replacement management companies.

### **3. Parkway Pinellas employees are its highest priority.**

The worst outcome for Parkway Pinellas' employees and this Community is that this Board attempts to self-manage the Community and attempts to steal Parkway Pinellas' employees. The communications during the last couple of Board meetings and monitored in the Community are creating an abusive atmosphere. The same residents who have been toxic and uncivil in past Board meetings and on social media continue to create a false narrative to scare residents and Parkway Pinellas' employees. **Parkway Pinellas' number one priority is to protect its employees, especially from the toxic residents who have historically mistreated them.** Parkway Pinellas has offered to work with the Association during this transition to find a qualified management company. If Parkway Pinellas is satisfied that its replacement management company is qualified and will appropriately take care of Parkway Pinellas' employees, Parkway Pinellas is committed to working with the replacement company to develop a strategy and plan for the transition of Parkway Pinellas' employees to the new company. However, this part of the transition will be conducted directly between Parkway Pinellas and the replacement management company. Under this transition plan approach, Parkway Pinellas is prepared to waive the 30% liquidated damages remedy in the Agreement. If, however, the Board attempts to self-manage and not proceed to find a qualified replacement management company, Parkway Pinellas will work with its employees to provide them with employment opportunities elsewhere. Under this self-managed approach, Parkway Pinellas reserves all of its rights under the Agreement, including the 30% liquidated damages remedy in the Agreement in the event the Association attempts to steal its employees.

### **4. The Board and some of its members are adversely impacting Parkway Pinellas' ability to manage and operate the Community.**

#### *a. The Board must adopt a budget.*

After holding two (2) well-attended budget workshops for the past several months, for the first time in the history of the Community the annual budget was delayed by the Board at the June 6<sup>th</sup> meeting until the June 13<sup>th</sup> Board meeting at 10:00 AM. Any further delay in adopting the annual budget will create significant risks to the Community. Until the budget is adopted Parkway Pinellas must continue to operate using the current fiscal year's budget. If a budget for the new fiscal year is not adopted there will be a shortfall of \$6.7 million. In such event, the Association will not be able to pay vendors like Summit Broadband for their services and Marsh for property and casualty insurance premiums, and Parkway Pinellas will be forced to quickly reduce the 2024-25 work plan. The Board must act promptly to approve a budget adequate to meet the needs of the Community.

#### *b. The Board must approve and finalize a financing agreement and payment structure for Property and Casualty Insurance.*

Parkway Pinellas has worked diligently with Marsh to secure a cost-competitive comprehensive multi-layered property and casualty insurance policy which was presented to the resident members at the annual meeting on June 6<sup>th</sup> and in prior Board workshops. Parkway Pinellas has requested that this important matter be placed on the Board June 13<sup>th</sup> meeting agenda since failure to finalize a financing agreement and make the required payment of the premium prior to June 29, 2024, will result in the cancellation of the policy for Association.

*c. Unauthorized and Improper Demands for Records.*

Certain Board members have bombarded Parkway Pinellas staff with unreasonable demands for records, including confidential and proprietary information of Parkway Pinellas. To be clear, Parkway Pinellas will provide access to the Association's records in the normal course pursuant to applicable Florida Statutes. However, it is under no obligation to – and will not – provide access to Parkway Pinellas' private, confidential internal documents. Moreover, Parkway Pinellas staff should not be subjected to requests for documents with arbitrary deadlines imposed that are followed by complaining that the materials were not provided *two minutes after* the so-called deadline. These unauthorized or otherwise abusive requests interfere with staff's operations.

The numerous records request suggest that Board members believe that it is their job to manage the day-to-day operations of Parkway Pinellas. That is not the Board's role. It is suggested that the Board work with its counsel to understand (i) its proper role, and (ii) what books and records it is entitled. We also welcome a discussion with the Association's counsel on developing an orderly flow for the sharing of records.

**5. Creating a positive path forward.**

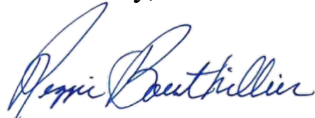
Parkway Pinellas continues to be committed to working with the Association to create a positive transition plan for the Community. Parkway Pinellas is heartened by the large turnout of residents who are concerned about the future of the Community. Parkway Pinellas recognizes that the vast majority of residents have been satisfied with the historical management and stability of the Community, and encourages the residents to participate and not leave the process to a minority group of toxic residents. We are prepared to work with Association counsel, Barrie Buenaventura, to develop a more detailed plan of action. However, before we can move forward, Parkway Pinellas needs the Board to confirm the following:

1. The Board will not attempt to self-manage this Community and is committed to selecting a qualified management company to replace Parkway Pinellas as recommended above. To this end, Parkway Pinellas is prepared to pay for a mutually agreeable consultant to help the Board develop an RFP process and select a replacement management company.

2. The Board will take immediate action to restore civility and a professional atmosphere in the Community, especially during Board proceedings and between Board members and Parkway Pinellas.
3. The Board should adopt the annual budget at the June 13<sup>th</sup> Board meeting.
4. The Board should finalize the financing agreement and approve the payment of required insurance premiums prior to June 29, 2024 to avoid cancellation of the Association's property and casualty insurance policy that was just secured by Parkway Pinellas for the Community.
5. The Board, with the help of its counsel, will work with our Firm to develop a professional and organized method for communicating between the parties. As noted above, Board members are independently sending significant daily email requests to Parkway Pinellas without Board authority or advice of counsel. This is creating an unmanageable and unprofessional environment which continues to erode trust between the parties.

If the Board is agreeable to the above proposal, our Firm is prepared to work with your counsel Barrie Buenaventura, to draft a transition action plan for replacing Parkway Pinellas with a new management company, and enter into an agreement to extend the Termination Deadline for a six (6) month period in order to implement the action plan. If the Board is not agreeable to the above proposal, Parkway Pinellas rescinds its offer to extend the Termination Date.

Cordially,



Reggie Bouthillier, Esq.

cc: Kenneth D. Colen  
Glenn Burhans, Esq., Stearns Weaver Miller  
Rachel Wagoner, Esq., Colen & Wagoner  
Nancy Burt, Board Member  
Katie Bajis, Board Member  
Stacy Rush, Board Member  
Michael Bernard, Board Member