

INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

d/b/a

Fountain Beach Resort

313 S. Atlantic Ave.

Daytona Beach, FL 32118

Board of Directors' Meeting Agenda

Monday, August 31, 2026

12:00 p.m.

(First Floor Meeting Room)

- I. CALL TO ORDER
- II. ROLL CALL - Establish Quorum and Verify Posting of Agenda
- III. PRESIDENTS REMARKS
- IV. OLD BUSINESS/NEW BUSINESS
 - 1. Consideration of United Engineering proposal for shoring balconies
 - 2. Consideration of New Community Association Management Contract
- V. BOARD MEMBER REMARKS/OWNER COMMENTS
- VI. ADJOURNMENT

Go to the zoom website at www.zoom.us

Click on "join a meeting"

Enter the meeting ID: 3862557491

Call in phone number is (386) 347-5053



UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- Structural Inspection & Design
- Project Planning & Management

August 26, 2026
Proposal No: 26 PRP-2036

Fountain Beach Resort Association
313 South Atlantic Avenue
Daytona Beach, FL 32114

Attention: Ms. Becky Lewis, Property Manager

Subject: Proposal for Engineering Services – Balcony Shoring Design
Fountain Beach Resort, Daytona Beach, Florida

Dear Ms. Lewis and Ladies and Gentlemen of the Board of Directors,

United Engineering Consultants (UEC) is pleased to submit this proposal to design shoring for the balconies at the Fountain Beach Resort.

SCOPE OF SERVICES

Task I: Shoring Design

- UEC will evaluate the loading conditions on the balconies.
- UEC will design shoring to support all of the balconies (except the "00" stack).
- UEC will provide AutoCAD drafted drawings showing the size and location of the shores.

Task I: \$8,750.00

Any additional services requested by you will be performed by UEC upon agreement between UEC and you, the Client. UEC will proceed with any additional service only after written authorization and direction to proceed from the you, Client. Additional hourly Services will be invoiced at the following rates:

Professional Engineer:	\$225.00/hour
Field Technician:	\$100.00/hour
Administrative:	\$75.00/hour
Drafting Services:	\$100.00/hour

TERMINATION OF CONTRACT

The Client and UEC understand and agree that the intent of this agreement is to complete the work as set forth herein. The Client and UEC understand and agree that certain situations, financial or otherwise, may cause the Project to be suspended or abandoned. Therefore, either the Association Board of Directors or UEC may terminate this agreement at any time with or without cause upon giving the other party seven (7) days prior written notice. The Association shall, within 15 days of termination, pay UEC for all approved services rendered and all approved costs incurred up to the date of termination.

NOTICE TO PROCEED

If the scope of work and fees described here-in are acceptable, please sign the attached agreement and return a copy to us. Thank you for providing us the opportunity to submit this proposal and we look forward to working with you on this project.

Very Truly Yours,

UNITED ENGINEERING CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Timothy J. Snook".

Timothy J. Snook, P.E.
Project Engineer



UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
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- Structural Inspection & Design
- Project Planning & Management

PROPOSAL/PROJECT ACCEPTANCE (Page 1 of 2)

PROJECT INFORMATION:

Client Name Fountain Beach Resort Association
Project Name Fountain Beach Resort Association
Project Location 313 South Atlantic Avenue, Daytona Beach, FL 32114
Proposal Number and Date Proposal No: 26 PRP-2036 August 26, 2026
Description of Service Balcony Shoring Design

Estimated Fee: See Attached Fee Schedule

PAYMENT RESPONSIBILITY: (MUST BE FILLED OUT)

Invoices to be paid by

Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment above, please fill in the space below.

Firm _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Net 15 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½ % per month following the due date.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions on the reverse are:

Accepted this _____ day of _____ 2026.

Name of Entity _____

(Signature of Authorized Representative)

Print or Type Name of Authorized Representative and Title)

E-Mail: _____

GENERAL CONDITIONS (Page 2 of 2)

Payment – Payment is due within 15 days after date of invoice. Interest at the rate of 18% per annum from 30 day after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. Attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance - United Engineering Consultants, Inc. (UEC) maintains Workers' Compensation and Employer's General Liability Insurance in conformance with state law. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right of Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for UEC to perform the services proposed. UEC will take reasonable precautions to minimize damage to the property caused by engineering evaluation or testing, but the cost of restoration of damage, which may result from testing/sampling, is not included in UEC's services fee. Repair of areas where destructive evaluation occurs will be included in the Contractors scope of repair work to be performed during the restoration contract. If Client desires to restore the property to its former condition prior to the restoration, UEC will assist the Client in engaging a Contractor to perform the repair work at the Client's expense.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located within the jurisdiction of the permitting Building Department in Florida.

The party entering into this agreement agrees that UEC and its officers shall be held harmless and indemnified against any claims for damages due to delay of any portion of the project.

To the fullest extent permitted by law, the client agrees to limit UEC and its officer's liability for the Client's damages to the sum of fees paid. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client agrees to indemnify and save harmless UEC from any third party claims or suits and to reimburse UEC for expenses in connections with any such claims or suits, including reasonable attorney's fees.

The party entering into this agreement agrees that UEC shall be compensated at a rate of \$300 hourly for any legally mandated appearances on lawsuits not directly relating to Engineering performance and issued by Client.

Attorneys' Fees and Costs – In the event of a dispute arising out of the Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.

Warranty and Limitation of Liability – UEC shall perform services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty and UEC is notified in writing of a specific failure in its warranty obligation prior to one year after completion of such portion of the services, or if re-performance is impracticable, UEC will refund the portion of compensation related to the service in dispute.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for services, reports or oral representations by UEC. In no event shall UEC be liable for any special, indirect, incidental or consequential loss or damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid. At additional cost, Client may obtain a higher limit prior to commencement of services.

Discovery of Hidden Defects: Hidden defects, that were not identified by Client or discovered by Engineer, may be uncovered during the work. UEC and Client agree that the discovery of hidden conditions may result in a change in the scope of UEC's services that requires additional fees. UEC agrees to notify Client as soon as practicable should a hidden condition be discovered that, in UEC's opinion, may present a risk or danger to the public and UEC shall take any and all measures that, in UEC's professional opinion, are justified to preserve and protect the health and safety of any personnel and the public. Client agrees to compensate UEC for any additional cost incurred to protect the public's health and safety. In addition, Client waives any claim against UEC, and agrees to defend, indemnify and save UEC harmless from any claim or liability for injury or loss arising from UEC's discovery of hidden defects. Client agrees to compensate UEC for time spent and expenses incurred by UEC in defense of any such claim, with such compensation based on UEC's prevailing fee schedule.

Force Majeure – UEC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.



ASSOCIATION MANAGEMENT AGREEMENT

This Association Management Agreement ("Agreement") is made as of _____, 2026, by and between:

International Beach Club Condominium Association, Inc.

d/b/a Fountain Beach Club

a Florida not-for-profit corporation

("Association")

and

Lifestyle Realty Group, Inc.

a Florida corporation

d/b/a Lifestyle Realty Property Management

("Manager")

ARTICLE 1

APPOINTMENT & RELATIONSHIP

1.1 Appointment

The Association appoints Manager as its exclusive managing agent, subject to the authority of the Board of Directors.

1.2 Independent Contractor

Manager is an independent contractor and is not an employee, partner, or joint venturer of the Association.

1.3 Governing Law

This Agreement shall be governed by Florida law, including Florida Statutes Chapters 718, 617, and 468, as applicable.

ARTICLE 2

SCOPE OF SERVICES

Manager shall provide the services described in **Exhibit A (Included Services)**.

Services not included in Exhibit A are described in **Exhibit B (À-Lacarte / Non-Included Services)** and billed in accordance with **Exhibit C (Fee Schedule)**.

ARTICLE 3

COMPLIANCE

Manager shall assist the Association in achieving and maintaining compliance with:

- Florida Statutes Chapter 718 & 617
- Florida Administrative Code requirements applicable to condominium associations
- The Association's Declaration of Condominium
- Articles of Incorporation
- Bylaws
- Rules and Regulations

Manager shall assist the Association in achieving and maintaining compliance with applicable federal, state, county, and municipal laws, ordinances, regulations, and codes relating to the management and operation of the Association, within the scope of Manager's services and licensure.

The Board of Directors retains final authority over governance, enforcement, budgeting, policy decisions, and legal matters.

ARTICLE 4

STAFFING & PAYROLL ADMINISTRATION

4.1 Employer of Record

International Beach Club Condominium Association prefers to remain the employer of record. This is a shared staff with the Oasis LLC onsite.

ARTICLE 5

FINANCIAL CONTROLS

Manager shall implement:

- Invoice intake procedures
- Approval routing
- Payment scheduling
- Financial reporting
- Bank account administration as directed by the Board

Manager shall not be required to process invoices lacking proper approval, documentation, or available funds.

All expenditures remain subject to Board-approved spending authority and Association governing documents.

ARTICLE 6

ASSESSMENT BOOKKEEPING

Manager shall oversee assessment bookkeeping functions to ensure proper coordination with management operations and statutory requirements.

Bookkeeping services may be provided directly by Manager or through third-party accounting providers, approved by the Board.

Any related costs shall be billed pursuant to Exhibit C.

ARTICLE 7

FEEES & COMPENSATION

The Association shall compensate Manager in accordance with Exhibit C.

ARTICLE 8

TERM, RENEWAL & TERMINATION

8.1 Term

The initial term of this Agreement shall be one (1) year.

8.2 Automatic Renewal

The Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (60) days prior to expiration.

8.3 Annual Fee Adjustment

Upon each renewal, the Base Management Fee shall increase by three percent (3%) annually unless otherwise agreed in writing.

8.4 Termination With or Without Cause

Either party may terminate this Agreement without cause upon sixty (60) days written notice.

Either party may terminate for cause prior to expiration of the notice period if:

- The breach is material;
- Written notice is provided; and
- The breaching party fails to cure within ten (10) days.

8.5 Effect of Termination

Termination shall not relieve the Association of obligations to pay earned fees or reimburse expenses incurred prior to termination.

8.6 Transition Assistance

Upon termination or non-renewal, Manager shall reasonably cooperate in transferring records, data, funds, and operational responsibilities to a successor manager.

Transition assistance shall be billed pursuant to Exhibit C.

ARTICLE 9

INSURANCE

Manager shall maintain commercially reasonable insurance coverage customary for association management operations, including:

- Errors and Omissions Insurance (Mandatory)
- Umbrella Liability Policies (At its discretion)

The Association shall maintain customary condominium association insurance, including:

- Property Insurance
- General Liability Insurance
- Directors & Officers Insurance
- Fidelity/Crime Coverage

Where commercially reasonable:

- Association shall name Manager as Additional Insured on General Liability coverage.
 - Manager shall name Association as Additional Insured on applicable professional liability policies.
-

ARTICLE 10

INTERFERENCE AND COOPERATION

The Association agrees, to the best of its ability, not to interfere, nor permit directors, officers, committee members, unit owners, employees, or agents to interfere with Manager's performance of duties.

The Association shall provide:

- Timely approvals
- Access to records
- Necessary information
- Reasonable cooperation

Manager shall not be responsible for delays or errors caused by:

- Incomplete information
- Conflicting instructions

- Lack of cooperation
 - Board interference
 - Vendor failures
 - Third-party actions
-

ARTICLE 11

WAIVER OF JURY TRIAL

To the fullest extent permitted by Florida law, both parties can mutually waive any right to trial by jury for disputes arising under this Agreement. This must be a mutual agreement.

ARTICLE 12

LIMITATION OF LIABILITY

Manager shall not be liable for injury, loss, damage, or claims occurring on or about Association property except to the extent caused by Manager's gross negligence or willful misconduct.

Manager shall not be liable for:

- Vendor performance failures
- Assessment collection failures
- Resident conduct
- Contractor errors
- Financial condition of the Association

Under no circumstances shall Manager be liable for:

- Consequential damages
- Special damages
- Punitive damages
- Lost profits
- Business interruption damages

Manager's aggregate liability shall not exceed the total Base Management Fees paid during the twelve (12) months immediately preceding the event, giving rise to the claim.

ARTICLE 13

INDEMNIFICATION

To the fullest extent permitted by Florida law, each party shall indemnify, defend, and hold harmless the other for claims arising solely from its own gross negligence or willful misconduct.

This indemnification shall extend to:

- Directors
- Officers
- Employees
- Agents
- Affiliates

acting within the scope of this Agreement.

Neither party shall indemnify the other for acts or omissions of third parties not under its direct control.

ARTICLE 14

DISPUTE RESOLUTION

The parties shall first attempt in good faith to resolve disputes through informal discussions.

If unresolved, disputes shall be submitted to non-binding mediation in Volusia County, Florida before litigation, except where emergency injunctive relief is sought.

If mediation is unsuccessful, either party may pursue remedies in a court of competent jurisdiction located in Volusia County, Florida.

Arbitration shall occur only upon mutual written agreement for a specific dispute.

The prevailing party shall be entitled to recover reasonable attorneys' fees and costs to the extent permitted by law.

ARTICLE 15

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties.

Any amendments must be in writing and signed by both parties.

If any provision is deemed invalid, the remaining provisions shall remain enforceable.

Electronic signatures shall have the same force and effect as original signatures.

Venue shall lie exclusively in Volusia County, Florida.

SIGNATURES

INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

d/b/a Fountain Beach Club

By: _____

Name: _____

Title: _____

Date: _____

LIFESTYLE REALTY GROUP, INC.

d/b/a Lifestyle Realty Property Management

By: _____

Name: Richard Durgin

Title: Chief Operating Officer

Date: _____

EXHIBIT A

INCLUDED SERVICES

Governance & Administration

- Board liaison services
- Board meeting coordination and attendance
- Statutory records administration
- Official records maintenance support
- Unit owner communications beyond onsite General Manager as Needed

Compliance Oversight

- Compliance assistance with Chapters 718 and 617
- Governing document compliance support
- Regulatory compliance guidance

Financial Administration

- Accounts payable processing
- Invoice approval workflow
- Financial reporting
- Budget preparation assistance
- Assessment tracking
- Delinquency monitoring and attorney coordination (NOLA Prep is additional per hour fee)

Vendor & Maintenance Coordination

- Vendor procurement assistance
- Work order management
- Vendor oversight
- Property inspections and walkthroughs
- Maintenance coordination

Staffing & Payroll Administration

- Employee supervision (Limited to On-Site General Manager Oversight)
- Association onsite management will process payroll, administer employee direction and control, process workers comp, and payroll tax via payroll provider.

Technology & Systems

- Website administration with coordination with onsite general manager
 - Owner portal administration
 - Electronic records systems
-

EXHIBIT B

À-LA-CARTE / NON-INCLUDED SERVICES

- Annual meetings and election administration
 - Special membership meetings
 - Special assessment administration
 - Capital improvement project management
 - Construction oversight beyond basic
 - Reserve study coordination
 - SIRS/TRS coordination
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 - NOLA preparation and mailing
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 - Weekend meetings
 - Holiday meetings
 - Transition projects from prior management
 - Any services outside the normal scope of association management
 - Estoppel Fees (Passed on to the buyers, not an association cost)
-

EXHIBIT C

FEE SCHEDULE & PASS-THROUGH COSTS

Base Fees

- Base Management Fee: **\$36,000** annually -**\$3000.00** Per Month
- Onboarding / Transition Fee: **\$3,000.00** (Covers File Migration, Financial Setup, Portal & Communications, Property Initial Inspections.)
- Additional onboarding hours: **\$65.00** per hour (For correcting previous management discrepancies, mistakes and reconciliation beyond standard transition)

Hourly Rates

- Standard services: \$65/hour
- Executive management services: \$95/hour
- Special projects: \$95/hour or agreed flat fee

Payroll Administration

- Payroll Administrative Load: N/A % (Lifestyle is not asked to provide and manage employee payroll)

Travel & Lodging

- Actual travel expenses
- Mileage reimbursement
- Lodging expenses
- Parking and tolls
- Applicable hourly rates while traveling

Pass-Through Costs

Billed at actual cost:

- Postage
- Printing
- Copying
- Office supplies
- Election services
- Website hosting
- Software subscriptions
- Payment processing fees
- Bank fees
- Lockbox fees
- Courier services
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d/b/a Fountain Beach Club

By: _____

Name: _____

Title: _____

Date: _____

LIFESTYLE REALTY GROUP, INC.

d/b/a Lifestyle Realty Property Management

By: _____

Name: Richard Durgin

Title: Chief Operating Officer

Date: _____

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Travel & Lodging

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- Mileage reimbursement
- Lodging expenses
- Parking and tolls
- Applicable hourly rates while traveling

Pass-Through Costs

Billed at actual cost:

- Postage
- Printing
- Copying
- Office supplies
- Election services
- Website hosting
- Software subscriptions
- Payment processing fees
- Bank fees
- Lockbox fees
- Courier services
- Recording fees
- Notary fees
- Third-party vendor charges

