

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, November 10, 2025

10:00 a.m.

(First Floor Meeting Room)

- I. CALL TO ORDER
- II. ROLL CALL - Establish Quorum and Verify Posting of Agenda
- III. MINUTES - Disposal of Minutes from November 10, 2025
- IV. CAM REPORT - Written report to be provided to the Board
- V. FINANCIAL REPORTS - Disposal of Financial Reporting
- VI. LLC UPDATE
 - 1. LLC Manager - Board Update
 - 2. Oasis LLC Financial Reports
 - 3. Rental Program Occupancy/Volume/Revenue
- VII. OLD BUSINESS/NEW BUSINESS
 - 1. North & South door update
 - 2. Elevator Safety installation update
 - 3. Update from CAM on collections of outstanding monies
 - 4. Update on Forensic Audit progress
 - 5. South side entrance wing wall
 - 6. Air Curtains
 - 7. Pool railings and gates
 - 8. Ratify United Engineering Contract
 - 9. Balcony Repairs
 - 10. FPL Doors
- VIII. BOARD MEMBER REMARKS/OWNER COMMENTS
- IX. 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

**INTERNATIONAL BEACH CLUB CONDOMINIUM
ASSOCIATION, INC.**

BOARD OF DIRECTORS' MEETING

November 10, 2025

President Randy Deavers called the meeting to order at 10:00 a.m. Board Members present in person were Randy Deavers, President, Steve Saker, Vice President, Ron Williams, Secretary and Diane Baker, Director at Large. Tonda Meadows, Treasurer was present via Zoom. Becky Lewis from Property Management with Distinction (PMD) was also in attendance. Proof of notice that the meeting was posted at least 14 days prior to the meeting was presented, and a quorum was established.

Steve Saker made a motion to accept the meeting minutes from the October 13, 2025 meeting as presented. The motion was seconded by Ron Williams and passed unanimously.

Rental Program Occupancy/Volume/Revenue

Rich Musgrove reported that October 2025 was down 53% compared to 2024. In 2024, several rooms were rented by FEMA for Hurricane Milton aid. 2025 was comparable to other years without FEMA income.

A section of Unit 301's balconies were concreted over and sealed.

Rick Durgen was introduced as the Broker of Record for the LLC.

CAM Report

Becky Lewis provided a report. Collection efforts continue. Scheduled to meet with inspector for balcony inspections, met with another contractor for installations of the FPL doors and North & South doors. Met with Window World got a window replacement quote that was sent to some owners to arrange to have their windows replaced.

Forensic Audit

Ascend Accounting is in the final stages of our forensic audit. We had hoped to have the report prior to this meeting, but the auditor was unable to finish it in time. We hope to get together later in the week. Becky Lewis has been sending documentation over as questions arise to assist in the process.

Financials

On the advice of the Forensic Accountant, the financials and the aging report were not published. No action was taken.

New/Old Business

North & South Doors

Becky Lewis met with a second contractor to get a quote for installation. We are still waiting for quotes. We will reach out for a quote just for the labor to install the doors to get those installed.

Update ordering of Elevator safety features

Ron Williams has been trying to reach Delaware Elevator for an update.

Collections

We have collected \$130,608.64 of past due fees over the past 2 months. There are outstanding balances of \$216,477.50 outstanding, with \$34,817.50 collected this month. Of this, \$74,658.61 is for the Special Assessment, with \$14,949.22 being collected towards this last month.

Once we receive the forensic audit back, we can get more aggressive on outstanding balances. We want to ensure the balances are correct before assessing interest and make sure that we are staying compliant with fair debt collection laws.

South Side Wing Wall

Ron Williams has spoken with Calvin regarding the wing wall for the South Side entrance door. Ron Williams will get the plans to Becky Lewis to get another proposal for the wall so that we can get apples to apples bids.

Air Curtain

The donated air curtain has not been installed yet. Ron Williams will get with Brad to try and get it installed.

Pool railings and gates

Ron Williams presented a bid from East Coast Ornamental for \$2,330.00 that does not include locks. There was discussion and it was agreed to raise the height of the gate to 60", rather than the 50" quoted. Steve Saker made a motion to accept the East Coast Ornamental bid, with a not to exceed price of \$2,600 to allow for the extra height. Diane Baker seconded the motion and it passed unanimously.

Balconies

United Engineering Consultants did a limited balcony inspection and provided a written report that was provided to the Board. There was no concrete spalling visible, but there were stalactites on the balcony ceilings, indicating water penetration. The recommendation is to seal the balcony to stop water from penetrating the concrete.

The Association received a legal opinion from our attorney regarding Section 4.4 of the bylaws, identifying that maintenance of the balcony floor is the responsibility of the owners, however, the owners were unaware of this obligation, and the grout has not been maintained.

The Association will restore the functionality of the grout to prevent further water penetration. It is also recommended to look at voting to change the governing documents to transfer responsibility for maintenance of the balconies to the Association.

Steve Saker made a motion to seal the balconies. Diane Baker seconded the motion, and it passed unanimously.

FPL Doors

Becky Lewis met with a second contractor to get a quote for installation. We are still waiting for quotes.

Audit Engagement Letter

Becky Lewis presented a proposal from Weston & Gregory for the 2025 audit and tax returns at a cost of \$14,000. Steve Saker made a motion to accept the proposal, seconded by Ron Williams, and the motion carried unanimously.

Discussion on changing meeting times

Some owners have requested that the meeting time be changed to a night meeting to allow owners that still work to attend. It was also suggested that we consider moving the meeting to the 3rd Monday so that we could have the previous month's financials closed. The Board will leave that decision to the 2026 Board. No motion was made, so no action was taken.

Discussion of proposed changes to the Governing Documents

Wright & Casey provided an estimated amount of \$3,000 - \$5,000 in legal fees for amending the governing documents to be used for budgeting purposes.

Discussion of changes made to Rules & Regulations

No action was taken on the proposed changes to the rules and regulations.

Owner Comments

Owner Julie Dusz Unit 426 voiced her concerns about the suggested changes to the governing documents about removing the ability of the owners to use 3rd party rental managers.

Owner Penny Teeter Unit 301 felt that this would take away choices for owners. She asked who owns the LLC, which was also asked by Dawn Griswold Unit 600.

The Oasis at Fountain Beach Resort LLC is owned by International Beach Club Association, Inc.

The Christmas party is scheduled for December 8th after the Board meeting.

Steve Saker made a motion for the Association to purchase \$25 gift cards for Christmas gifts for employees. Ron Williams seconded the motion. The motion passed 3-1, with Diane Baker in opposition.

Randy Deavers made a motion to adjourn the meeting at 11:38 a.m. The motion was seconded by Ron Williams and passed unanimously.

International Beach Club

Sign In Sheet for November 10, 2025

Owner's Name

Unit Number

Lynn Williams

620

Julie Dusz

426

Penny Tester

301

- Zoom

Pawn Griswold

602

Zoom

Rock Dupon

Брокер №9

Kelly Mason

401

Zoom

Mylan Olson

Agostinho Neto

223

Maria Neko

223

The door itself costs almost 10,000. Given the time frame constraints we need more people than normal. The fire door is \$14,500 and \$1,500 each for the other doors. Thanks for your patience. Jeff Braley

Collections		Monthly	Collected each month	Special Assessment	Collected each month	Total Outstanding	Total Collected
08/31/25		\$236,600.20		110,485.94			
09/30/25		\$161,687.17	\$74,913.03	89,607.83	\$20,878.11	\$251,295.00	\$95,791.14
10/31/25		\$141,818.89	\$19,868.28	74,658.61	\$14,949.22	\$216,477.50	\$34,817.50
11/30/25		\$101,629.78	\$40,189.11	68,385.03	\$6,273.58	\$170,014.81	\$46,462.69
			\$134,970.42		\$42,100.91		\$177,071.33



UNITED ENGINEERING CONSULTANTS, INC.

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

December 1, 2025
Proposal No: 25 PRP-1985

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

Attention: Ms. Becky Lewis, Property Manager

Subject: Proposal for Engineering Services – Limited Balcony Condition Inspection
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 conduct a limited balcony condition inspection at the Fountain Beach Resort.

SCOPE OF SERVICES

Task I: Limited Balcony Condition Inspection

- As requested, a Professional Engineer from UEC will inspect the condition of the balconies at (3) units selected by the Association.
- If available, a review of building plans will be made prior to the inspection to help better understand the design of the structure.
- The inspection will be made by acoustically sounding all stucco and concrete surfaces and a comprehensive visual inspection. The location of cracks, spalls or other structural or waterproofing deficiencies will be documented. This proposal does not include destructive testing.
- A brief report with our observations, findings and recommendations will be provided.
- The use of a lift to inspect areas not accessible from the ground, balconies or walkways is not included with this proposal. This proposal also does not include computer drafted (AutoCAD) drawings or budgeting services.

Limited Balcony Inspection and Report: \$1,750.00

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



UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- 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: 25 PRP-1985 December 1, 2025
Description of Service Limited Balcony Condition Inspection

Estimated Fee: See Attached Fee Schedule

PAYMENT RESPONSIBILITY: (MUST BE FILLED OUT)

Invoices to be paid by
Address P.O. Box 290714
City/State Port Orange, FL Zip Code 32129 Phone (386) 451-9972
Attention Becky Lewis Title Manager

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 2 day of Dec. 2025.

Name of Entity

Becky Lewis

(Signature of Authorized Representative)

Becky Lewis

Print or Type Name of Authorized Representative and Title)

E-Mail: manager@pmdmgt.com

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.