

SUNNYSIDE BEACH AND TENNIS RESORT

22400 FRONT BEACH ROAD

PANAMA CITY BEACH, FL 32413

6-17-2020

EMERGENCY BOARD OF DIRECTORS MEETING

Telephone Conference Call

Emergency Board of Directors Meeting by telephone conference call to discuss moving forward with buildings 1 and 2

Meeting was properly posted and sent to owners. In attendance were Patt Lothar, Greg Darden, Jon Cline, Paul Hinman, James Briscoe, Brad Cole, and Lori Peck.

Patt stated we spoke with attorney, he suggested we move ahead with Nove & Gloskey and let them finish the items on their termination letter which is included with these minutes. The contractors were on site today. They will give us their final bill by next Tuesday which is due by July 3<sup>rd</sup>. She stated the purpose of this meeting is to decide how to move forward with the buildings.

Brad and James suggested we wait on final bill to move forward and then bid out the building one to keep LP siding installed currently and one to replace with Hardie board.

There was a lot of discussion regarding Nove & Gloskey. Paul suggested to continue with trying to locate an inspector to look at the workmanship. It was stated we are currently looking for an inspector but so far, they have not contacted us back.

Brad made a motion to come up with specs and obtain bids to finish building one with existing LP siding pending inspector report and to obtain a bid for removing LP siding and replacing with 8-inch Hardie and to hold off on building 2 until a later date. James Briscoe 2<sup>nd</sup> the motion. All board of directors agreed with motion. Motion carried.

Motion made to adjourn meeting. Motion 2<sup>nd</sup> meeting adjourned at 4:50pm.

Minutes prepared by Tammi Link- Community Association Manager



**Sunnyside Beach and Tennis Resort**

22400 Front Beach Road

Panama City Beach, Florida 32413

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*June 12<sup>th</sup>, 2020*

Ron, this letter is to follow up on your letter from June 4, 2020, and our meeting on June 10, 2020. The Association respectfully disagrees with most of the assertions regarding the cause of the delays and stoppage in your letter dated June 4, 2020, however, in the spirit of our meeting on June 10, 2020, and as will be described below, I think it is more important to document the ways that the Association and you can work forward to complete the contracted work.

On June 10, 2020, you sent Tammi an email with a proposed price change for removing the LP siding on Building 1 and replacing it with Hardie Board. Given the quoted amount, this is not a viable option for the Association. Instead, here are a list of items that need to be addressed and/or considered as we move forward with this project:

1. The 1x4 boards used as molding around the windows in Building 1 need to be removed and brick molding should be installed as provided in "Carpentry Package" of the Scope of Work.
2. The gaps between masonry and siding that are less than 3/8" need to be addressed as required by LP.
3. As we discussed, the caulking and putty that was applied appears to have been done so in a haphazard manner. Please advise your team to be cautious when sanding these areas as it could compromise our warranty if it is not done properly.
4. We ask that you promptly deliver to us whatever reports that LP gives to you.
5. The siding pieces with multiple holes should be replaced.
6. Every cut edge needs to be primed and the exposed edges need to be primed and painted.
7. Sunnyside will hire an inspector, at its expense, to represent Sunnyside and review the work performed. You will agree to make any repairs or adjustments noted as necessary by the inspector.
8. No painting should be done until the LP report is received and work inspected by Sunnyside's inspector (which should be next week).

The Association wants you to complete this project as originally planned and we believe that the items described above clarify a few of the points that either weren't completed at the beginning or arose after work started.

If you have any issues or objections to those items, please let me know immediately and before you resume further work.

Patt Lothar-205-527-0993



**NOVE & GLOSKY**  
GENERAL CONTRACTORS, INC

June 15, 2020

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Sunnyside Beach and Tennis Club Condominium Association, Inc.  
22400 Front Beach Road  
Panama City Beach, Florida 32413  
Also via email to:

**RE: Notice of Termination**

Dear Sunnyside Beach and Tennis Club Condominium Association, Inc. members:

Please accept this letter as my response to your letter of June 12, 2020, and as notification of termination of our contract. As you were previously informed, Article 10.1.3 of the contract provides that I may terminate the contract if through no act or fault of Nove and Glosky General Contractors, Inc., the work on the project is suspended for more than 5 consecutive work days. You were put on notice on or about June 4, 2020, that the contract would be terminated if work was not allowed to resume within 5 consecutive work days. Your response has been to only allow work to resume based upon conditions. The contract does not provide for you to make those demands. You essentially want to rewrite the contract. I am not interested in doing so.

I have tried to be accommodating but Nove and Glosky has already suffered damages as a result of your failure to abide by the terms of the contract that you helped draft and execute. In an effort to resolve this matter in an amicable manner, I am willing to forego any such damages although I am entitled to them per the contract terms. Instead I propose termination of the contract with corrective work, specifically replacing trim around second floor windows on unit 1 and 2 and insuring the proper gap spacing at siding panel edges, being completed by June 22nd and submission of a final bill for unpaid completed work, material costs (which will be delivered to the site), and demobilization costs. I will provide a one year warranty for the work completed on the backside of buildings 1 and 2.

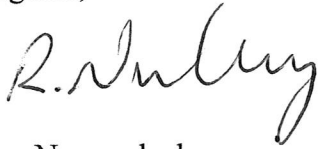
**RON NOVONGLOSKY**

GENERAL CONTRACTOR - LIC. # CGC1508233

**Address:** 20004 Panama City Bch. Pkwy • Panama City Bch., FL 32413 - **Phone:** 850-236-3833

Based upon your insistence on renegotiating the contract, I believe that termination of the contract and a final payment is in the best interests of all. This will allow you to enter into a contract with the new terms that you desire with your next contractor and for me to finally move on from this project, which has far exceeded its completion date. You can expect the final bill by June 23rd. Payment will be due by Friday July 3<sup>rd</sup> in accordance with the contract. This will conclude our business.

Regards,

A handwritten signature in cursive script, appearing to read "R. Novonglosky".

Ron Novonglosky

President

Nove & Glosky General Contractors, Inc.