

TWIN TOWERS HOMEOWNERS' ASSOCIATION, INC. BOARD OF DIRECTIONS' MEETING MINUTES

November 12, 2025

Atlantic Room and Zoom

1.) ESTABLISH QUORUM

President, Dennis Howden	Present
Vice President, Maureen Bowe	Via phone call
Secretary, Mark Robinson	Present
Treasurer, Tony Jorge	Via Zoom
Director, Mike Delany	Present

2.) CALL TO ORDER – The required quorum was present. Meeting called to order at 2pm.

3.) PLEDGE

4.) PROOF OF MEETING MINUTES – The meeting was properly noticed.

5.) APPROVAL OF MINUTES – It was moved by Dennis Howden, Mark Robinson 2<sup>nd</sup>, to waive the reading and approved the minutes of the board meeting on November 12, 2025.

6.) NEW BUSINESS

1.) Engineering (Keystone) study for our 20 center mechanical rooms, RE: Concrete restoration. Need Approval for \$6,000, with possible assessment for overall cost of project approx. 250-300K. Unanimously passed.

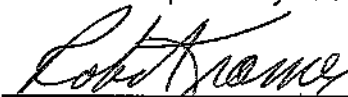
2.) Sealing of the east fence stairwells of both buildings. Approx. \$36,000. Voted only on Sealing. Motion made by Dennis, 2<sup>nd</sup> by Mark, Motion Carried. Mike- dissent.

3.) Vote to declare funds in 2024 special assessments that were not going to be used to be declared abandoned and to be used for further assessments (see enclosure). Motion made by Dennis, 2<sup>nd</sup> Maureen, Motion Carried Mike and Tony-dissent.

ADJOURMENT

There being no further business on the agenda, and by mutual consent the meeting adjourned at 4:25pm. Motion made by Dennis Howden and 2<sup>nd</sup> by Mark Robinson. Motion carried.

Minutes respectfully submitted by



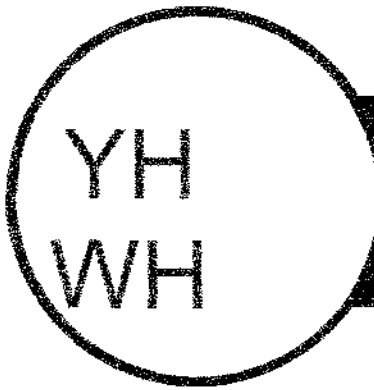
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Robert (Bob) Kramer, CAM  
For: Board of Directors

2022 Special Assessment Balance	\$5,546.00
<b>2023 Special Assessment Abandon</b>	
Balconies Paint North	\$84,055.00 P
Balcony Doors North - need invoice where paid or clear	\$9,130.00 R
Balcony Doors South - need invoice where paid or clear	\$14,366.00 S
Carport Concrete Inspections - Due to Hurricane Milton no longer needed	\$2,360.00 U
Carport Concrete Repair - Due to Hurricane Milton no longer needed	\$20,765.00 V
Trash/Recycle/Due To Hurricane Milton no longer needed	<del>\$8,625.00 Z</del>
<b>Need to vote to reallocate to general operating fund</b>	<b>\$139,301.00</b>

### Expenditures not in 2025 Budget (Revised)

1.) Beach Electric AC room	\$45,000
a.) This was for the electrical work not in the original 2023 agreement	
2.) Hallway Painting and Atlantic Room interior	\$51,980.00
a.) Needed to be done after the new sewer lines were put in.	
3.) Drywall	\$6,580.00
a.) Drywall had to be Repaired after sewers were put in then painting completed.	
4.) Electrical /Sockets and wires North to South Elevator	\$10,687.00
a.) Had to move electrical sockets after sewers were put in.	
5.) Flagpole	\$6,300.00
a.) Bent during Hurricane	
6.) Atlantic Room Roof	\$152,741.20
a.) replaced a roof to correlate with the roof North and South bldgs. replacement so they would all be on the same replacement schedule and conform with insurance requirements.	
7.) Sewer work and inspection panels	\$44,547.50
a.) replace sewer pipes and installed inspection panels	
b.) camera inspected all the sewer pipes in both buildings	
8.) Copier	\$3,343.90
a.) replaced copier, the old one was leased and cost more to operate.	
9.) Keys and lock change out	\$7,041.00
10.) Side Gates	\$7,986.00
a.) old and rusting need replacing for security reasons	
11.) Trash chute closers	\$3,400.00
a.) Fire inspector requirement	
12.) Osbourne Engineering	\$5,400.00
a.) unpaid invoice that Showcase did not pay from 2023.	
13.) Cintas	\$22,871.00
a.) Budget was only	<u>-\$9,250.00</u>
	Difference
	\$13,621.00
14.) New 2025 Appraisal – to verify for proper insurance coverage	\$2,300.00
15.) Emergency Elevator repairs	\$11,040.00
16.) Washer Dryer replacement/repairs	\$13,500.00
17.) New office A/C	\$4,900.00
<b>Total Expenditures not in 2025 Budget:</b>	<b>\$390,367.60</b>



2020 N Atlantic Ave  
Cocoa Beach Fl 32931

**COL 3:23**

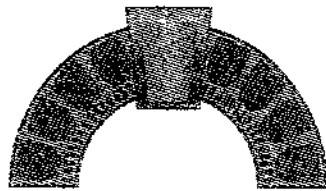
**WHATEVER YOU  
DO , WORK AT IT  
WITH ALL YOUR  
HEART AS  
WORKING FOR THE  
LORD NOT HUMAN  
MASTERS!!!!!!!**

**Charles McPhilamy**  
[charlesmcphilamy@yahoo.com](mailto:charlesmcphilamy@yahoo.com)  
[aaayahweh.com](http://aaayahweh.com)  
[windowsbrevard.com](http://windowsbrevard.com)  
3217509248  
3214087220

Shutter removal for concrete restoration :  
\$1100.00 per unit to remove all shutters and store on site .

\$1100.00 to Reinstall roll downs if damaged or replacement parts are needed to warranty will Notify.

14units @1100.00 removal due at removal  
Lift deposit needed 1290.00/day 2254.00/week  
Also bulk prices available for replacement Storm Shutters.



**KEYSTONE**  
**ENGINEERING**  
**& CONSULTING**

**Twin Towers Homeowners Association, Inc.**  
**Standard Proposal for Mechanical Rooms – October 8, 2025**

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



**PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE**  
a practice division of the  
**NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS**

**AMERICAN COUNCIL OF ENGINEERING COMPANIES**

**AMERICAN SOCIETY OF CIVIL ENGINEERS**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

This Agreement has been prepared for use with the Standard General Conditions Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.



**Cocoa Beach Office**  
25 North Brevard Avenue, Suite 101  
Cocoa Beach, FL 32931

**(321) 454-7300**

**info@KeystoneEngineeringPE.com**  
**www.KeystoneEngineeringPE.com**



**Daytona Beach Office**  
434 Halifax Avenue, Suite 3  
Daytona Beach, FL 32118



## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 8, 2025 ("Effective Date")

between Twin Towers Homeowners Association, Inc., 2020 N Atlantic Ave, Cocoa Beach, FL 32931 ("Owner/Association")  
and Keystone Engineering & Consulting, Inc. ("Keystone/Engineer").

Engineer agrees to provide the services described below to Owner for MECHANICAL ROOMS ("Project").

### Description of Engineer's Services:

**PHASE I** – Engineer will conduct inspection of 20 Mechanical rooms to determine scope of work and recommendations for replacement of mechanical units and stands. If requested by the Association, a load analysis will be performed for relocating AC stands. Engineer will issue written report including estimated budgets for scope of work.

### **I. PHASE I – SURVEY AND INSPECTION REPORT – Included**

#### **A. ONSITE INSPECTION**

Keystone personnel will inspect all applicable areas available for access using both visual and acoustical inspection (non-destructive) techniques to estimate the extent of repairs required. The inspection will be limited to areas accessible without high reach lift equipment. The inspection for this proposal is a non-destructive inspection to estimate visual and detectable building conditions in the mechanical rooms. This proposal does not include a structural review of the building plans or components.

1. The inspection will be performed by a Florida licensed engineer and trained assistants.
2. Access to inspection areas will be provided by Owner personnel.
3. The inspection process and methods will be generally in accordance with the International Concrete Repair Institute (ICRI), the American Concrete Institute (ACI), and the National Association of Corrosion Engineers (NACE) recommendations including:
  - a) ACI 201.1R-92, Guide for Making a Condition Survey of Concrete in Service.
  - b) ACI 364.1R-94 Guide for the Evaluation of Structures Prior to Rehabilitation
4. A written report will include applicable recommendations and feasible options for replacement of the mechanical units and stands.
5. Provide a comprehensive written report binder including as applicable: executive summary of findings and recommendations, written report discussing specifics of the project recommendations and options, itemized list of estimated quantities of the project, budget estimate for completion of the recommended scope of work.
6. Participate in meeting and discussion of report findings and recommendations with Board members/homeowners, including a PowerPoint presentation, if necessary, of key project elements. Participate in question-and-answer session to educate owners as to the project requirements to assist in the decision-making process.

### **II. PHASE II – BID PROCESS – Not Included**

### **III. PHASE III – CONSTRUCTION PROCESS – Not Included**



Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

#### 2.01 Payment Procedures


- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt. If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition to the foregoing, Engineer may, without liability, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. Any costs incurred to collect unpaid, past due invoices, including legal, will be added to the amount due.

#### 3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause
    - i. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - ii. By Engineer:
      - 1. Upon seven (7) days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2. Upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control; or
      - 3. Upon seven (7) days written notice if owner has failed to make any payment due engineer for services and expenses within 30 days after receipt of engineer's invoice.
      - 4. Engineer shall have no liability to Owner on account of the foregoing grounds for termination. Upon termination under this section, Engineer shall have no liability to owner for work performed by subsequent engineer on the project.
    - iii. Notwithstanding the termination for cause under paragraph 4.01 A.1 this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein



shall extend up to , but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by owner effective upon the receipt of notice by Engineer. If terminated for convenience Engineer shall be entitled to receive payment for all services provided through the date that engineer received notice. Engineer shall be entitled to receive all lost profits.
3. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be paid all fees to date of demobilization including lost profits and deferred fees earned but not billed.

#### **5.01 Controlling Law**

- A. This Agreement is to be governed by the law of the state in which the Project is located.


#### **6.01 Successors, Assigns, and Beneficiaries**

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **7.01 General Considerations**

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct or have control over any contractors' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress nor for any failure of any contractor to comply with laws and regulations applicable to contractors' work.
- C. Engineer neither guarantees nor warrants the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier or of any contractors, agents, or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the AIA 201-2017 Version. To the extent of any conflict between this agreement and the Standard General Conditions AIA 201-2017, this agreement and the project documents shall control. Arbitration of any claims or disputes as set forth in Article 15.4 of the AIA 201-2017 shall not be administered by the





American Arbitration Association, but shall proceed in Brevard County, Florida under the Florida Arbitration Code Chapter 682, Florida Statutes.

- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- H. The parties acknowledge that Engineers scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

**8.01 Total Agreement/Waiver of Jury Trial/Attorney's Fees**

- A. This Agreement (*consisting of pages 1 to 6*) inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended supplemented, modified, or canceled by a duly executed written instrument executed by engineer and owner.
- B. The parties to this Agreement hereby knowingly, voluntarily, and intentionally waive trial by jury in any action brought by either party against the other on any matters whatsoever concerning this agreement or any other agreement contemplated to be executed in conjuncture herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.
- C. Owner is responsible for all costs of collection for unpaid invoices, including reasonable attorney's fees, whether suit be brought or not.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

Phase I – Mechanical Rooms Report – A LUMP SUM AMOUNT of \$6,000.00 (Payable at completion and submittal of report).

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date of which is indicated on page 1.

Twin Towers Homeowners Association, Inc.:

By: [Signature]

Title: President

Date Signed: 10/9/25

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Keystone Engineering and Consulting, Inc:

By: James E. Emory  
James E. Emory, P.E., S.I.

Title: President

Date Signed: October 8, 2025

License or Certificate No. and State:

FL60965

Address for giving notices:

25 N. Brevard Ave. Suite 101  
Cocoa Beach, Florida 32931  
\_\_\_\_\_

EMAILED  
9 OCT 25  
3:34 PM

## **Twin Towers Cocoa Beach**

Contract-Acceptance made this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ hereinafter referred to as Owner, and J.B. Painting & Waterproofing, Inc., hereinafter referred to as Contractor. Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows.

### **THE WORK AND CONTRACT**

The Owner shall pay the Contractor the total sum of **\$30,455.00** for the areas of work described herein. All work shall be done in accordance with the specifications set forth below. The prices set forth in this proposal are valid for thirty (30) days and thereafter, may incur a material and/or material surcharge cost increase in addition to the price(s) quoted.

### **SCOPE OF WORK TO BE PERFORMED**

#### **A. Masonry Areas of the Stairwell Towers to be Sounded out, Repaired, Caulked, Waterproofed, and Finish Painted**

1. East elevation exterior side of the stairwell tower vertical stucco/masonry surfaces. Currently green color.
2. East elevation interior side of the East stairwell walls. Ground level to top floor.
3. Grind a v-groove in the large cracks inside the stairwell walls and solvent wipe to remove dust. Fill using a urethane sealant, structural patch and finish to best match surrounding texture.
4. Add new sealant where the exterior stucco inner corners join. Create a one inch bead of sealant.
5. Repair hollow sounding damaged stucco up to fifty square feet
  - a) Unused square feet will be credited back
6. Repair the damaged concrete up to five cubic feet
  - a) Unused cubic feet will be credited back