



**TROPIC SHORES CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC.  
BOARD OF DIRECTORS' MEETING**

January 14, 2023

<b>PRESENT:</b>	Fred Rispoli	President/Director
	John Burney	Vice President/Director
	Don Gillespie	Treasurer/Director
	Mike Corcoran	Secretary/Director
	Josh Sendelbach	Director
	Justin Spiller	Director
	Danielle DeLoach	General Manager
	Patti Baker	Consultant, Northshore Management Company
	Sara Catillo	Human Resources/Accounts Payable

**Owners:**

Jim Groskorth	Morman Addison
Lisa Groskorth	Helen Addison
Lisa Moore	Robert Noyes
Ashley Diegel	Joseph Mastropien
Brian Kent	Sandra Lloyd
Marilyn Sendlebach	John Marshall
Bill Sendleback	Mari & Bob Rech
James Peterson	Ronda Christ
Linda O'malley	
Pat O'malley	

Attended Virtually:

List of attendance requests has been stored for records purposes.



**MINUTES:**

Fred called the meeting to order at 9:00. There were several owners present on site and virtually. Those on site were given a moment to introduce themselves. The Board and management staff of the resort introduced themselves as well.

Fred made a motion to accept the November 5 minutes as submitted. Don seconded the motion. The motion passed unanimously.

**FINANCIALS:**

No financial information available from Patti as she is on vacation. Financials will follow upon her return.

Don updated everyone on financial investments that we are currently in. He explained that Florida law requires that investments such as ours can risk the principal. As such, the principal is never at risk. He further explained that the Board forfeited a certificate of deposit to use on repairs; however, this money is earmarked for the replacement of things such as refrigerators and such. Ultimately, the money brought in from the CD will have to be returned to reserves.

**MANAGER'S REPORT:**

**Inventory Status:**

In Collections: 256

TSR Owned:

42 Preferred

9 Prime (sold but process needs to be completed)

3 Fixed

Foreclosure: 70 units will be given to Matthew Gross to begin foreclosure.

Deedback: 4 processing now. 4 requested.

Bankrupt: 8

**RCI Report:** Continue to be Gold Crown. The feedback has been very good.



## **OLD BUSINESS**

### **RATIFICATION:**

- The Board hired Keystone Engineering for phase 1 and 2 of the rebuilding project. Initial cost was \$15,000.
- The Board hired Blackwell and Associates, surveying company at a cost of \$4,250. The survey was a requirement of the County.
- The Board hired an attorney to review our insurance policies.
- The Board will hire National Fire Adjustment Company, Inc. pending the language of their contract.

### **RDP:**

We have had ongoing issues with the RDP server crashing and staying down for 45 minutes - 2 hours. Danielle has had conversations with them. Mike submitted a support ticket but received no reply. Mike emailed Danielle's point of contact on 1-12-2023 with specific language of expectations and concerns.

February 6, we are supposed to launch the owners' portal.

### **FLOORING:**

Danielle is working with two companies to replace flooring on the four floors that still have tile. She is awaiting final bids from both.

Approximately 8 rooms have to have the vinyl flooring replaced due to hurricane damage.

### **CREDIT CARD FEES:**

Don made a motion to charge owners a 3% processing fee if they choose to pay with a credit card. Josh seconded the motion. The motion passed. This will start on March 1.

As an additional note, the Board previously agreed that it will only accept credit card payments on credit cards issued by US banks.



**AED:**

Sara looked into this. To get an AED machine and training, the cost will be approximately \$2,581.25. Fred made a motion to purchase the machine and training. Don seconded the motion. The motion passed unanimously.

**NEW BUSINESS:**

**INSURANCE UPDATE:**

The Board is required to renew flood insurance based on FEMA requirements. The Board will renew through Wright Flood Insurance at a cost of \$15,027 for approximately \$11,000,000 of coverage to the resort's building. Note: Wright Flood is the only insurance company in the area that offers this insurance.

An owner asked if there was any government assistance. Don has worked with FEMA to see if there is any assistance though we've been told there is not at this point in time. A FEMA loan may be an option. We continue to work to find what, if anything, may be available.

For building insurance, the insurance company has a number of inspections that they are requiring before providing a quote. We've been told our policy cost will likely double. Last year we paid approximately \$79,000.

We have contacted our attorney as well as a third-party company to see if there is any chance of recovering something from our insurance policy. This is an ongoing process.

**ICE MACHINE:**

A new ice machine for the basement will be purchased.

**SERVICE ANIMALS:**

Owners continue to be frustrated with those who bring pets claiming them to be service animals. Most find it hard to believe that fellow owners would lie and take advantage of ambiguities or limitations of federal law for selfish reasons, but it is clear that some are. The Board has contacted local police, and we



were informed that, if called, the police can speak to the individual about the legitimacy of the animal as a service animal, and if the individual lies to the police, doing so is a criminal offense. The Florida statute on this matter can be found in the Addendum.

#### **CONSTRUCTION UPDATE:**

See the "Ratification" section. We will meet with two companies next week to get additional bids. We have one bid for a seawall that we feel comfortable with, but we want to see these other bids.

#### **LOST WEEKS SUGGESTIONS:**

Erica, our Reservations manager updated the Board on those who were impacted by lost weeks during the closure. Suggestions were made for the 135 owners impacted. Fred suggested that we allow those who lost weeks in 2022 be allowed to use them in December 2024 - January of 2024. Josh suggested that those who lost weeks be able to use them any time during the year provided the owner contacts the resort within two weeks of arrival and there is space available. Mike made a motion to allow those who lost weeks (those identified already) be allowed to use their week/s without charge provided they book within two weeks of arrival and based on availability. Josh seconded the motion. The motion passed unanimously.

#### **PR CALLS FOR FEBRUARY:**

Danielle informed the Board that owners who still own their maintenance fees will get courtesy calls in February before they are turned over to collections.

#### **QUESTIONS AND DISCUSSIONS:**

An owner asked if there are many people who still own. Fred explained that it varies year-to-year based on a number of factors.

Fred updated owners on the fact that the generator needed to be worked on. He did the work himself and saved the resort ~\$2,000.

Questions were submitted by owners. One asked what the balance of reserves is. The amount invested is \$3.1 million. Laws specify what that money can be used for, and some may or may not be



able to be used for hurricane-related repairs. We will work with our accountant to see what the limitations are.

A question was asked what the assessment amount will be. We have not voted to have a special assessment, though it's likely. Until we get all of the bids, we do not know what this amount will be.

A question was asked about the Vann Ave. seawall. The survey we are having will determine if the seawall is ours or the County's.

An owner asked if we could spread out any special assessment over time. The Board will discuss this possibility prior to any vote on a special assessment.

**ADJOURNMENT:**

Fred made a motion to adjourn the meeting at 10:50 Don seconded the motion.



## ADDENDUM

Florida Statutes - chapter 413

(d) “Service animal” means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet. For purposes of subsections (2), (3), and (4), the term “service animal” is limited to a dog or miniature horse. The crime-deterrent effect of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition.

(2) An individual with a disability is entitled to full and equal accommodations, advantages, facilities, and privileges in all public accommodations. A public accommodation must modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability. This section does not require any person, firm, business, or corporation, or any agent thereof, to modify or provide any vehicle, premises, facility, or service to a higher degree of accommodation than is required for a person not so disabled.

(3) An individual with a disability has the right to be accompanied by a service animal in all areas of a public accommodation that the public or customers are normally permitted to occupy.

(a) The service animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler’s control by means of voice control, signals, or other effective means.

(b) Documentation that the service animal is trained is not a precondition for providing service to an individual accompanied by a service animal. A public accommodation may not ask about the nature or extent of an individual’s disability. To determine the difference between a service animal and a pet, a public accommodation may ask if an animal is a service animal required because of a disability and what work or tasks the animal has been trained to perform.



(c) A public accommodation may not impose a deposit or surcharge on an individual with a disability as a precondition to permitting a service animal to accompany the individual with a disability, even if a deposit is routinely required for pets.

(d) An individual with a disability is liable for damage caused by a service animal if it is the regular policy and practice of the public accommodation to charge nondisabled persons for damages caused by their pets.

(e) The care or supervision of a service animal is the responsibility of the individual owner. A public accommodation is not required to provide care or food or a special location for the service animal or assistance with removing animal excrement.

(f) A public accommodation may exclude or remove any animal from the premises, including a service animal, if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a service animal. If a service animal is excluded or removed for being a direct threat to others, the public accommodation must provide the individual with a disability the option of continuing access to the public accommodation without having the service animal on the premises.

(4) Any person, firm, or corporation, or the agent of any person, firm, or corporation, who denies or interferes with admittance to, or enjoyment of, a public accommodation or, with regard to a public accommodation, otherwise interferes with the rights of an individual with a disability or the trainer of a service animal while engaged in the training of such an animal pursuant to subsection (8), commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#) and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

(5) It is the policy of this state that an individual with a disability be employed in the service of the state or political subdivisions of the state, in the public schools, and in all other employment supported in whole or in part by public funds, and an employer may not refuse employment to such a person on the basis of the disability alone, unless it is shown that the particular disability prevents the satisfactory performance of the work involved.

(6) An individual with a disability is entitled to rent, lease, or purchase, as other members of the general public, any housing accommodations offered for rent, lease, or other compensation in this state, subject to the conditions and limitations established by law and applicable alike to all persons.

(a) This section does not require any person renting, leasing, or otherwise providing real property for compensation to modify her or his property in any way or provide a higher degree of care for an individual with a disability than for a person who is not disabled.





(b) An individual with a disability who has a service animal or who obtains a service animal is entitled to full and equal access to all housing accommodations provided for in this section, and such individual may not be required to pay extra compensation for such animal. However, such individual is liable for any damage done to the premises or to another individual on the premises by the animal. A housing accommodation may request proof of compliance with vaccination requirements. This paragraph does not apply to an emotional support animal as defined in s. [760.27](#).

(c) This subsection does not limit the rights or remedies of a housing accommodation or an individual with a disability that are granted by federal law or another law of this state with regard to other assistance animals.

(7) An employer covered under subsection (5) who discriminates against an individual with a disability in employment, unless it is shown that the particular disability prevents the satisfactory performance of the work involved, or any person, firm, or corporation, or the agent of any person, firm, or corporation, providing housing accommodations as provided in subsection (6) who discriminates against an individual with a disability, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(8) Any trainer of a service animal, while engaged in the training of such an animal, has the same rights and privileges with respect to access to public facilities and the same liability for damage as is provided for those persons described in subsection (3) accompanied by service animals.

(9) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#) and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.