



**Grand Panama Beach Resort Owners Association, Inc.
11800 Front Beach Road, Panama City Beach, FL 32407**

Notice of: Board of Directors Meeting

Date: Thursday, April 27, 2023
Time: 03:00 PM CST
Location: Grand Panama Tower 2 Board Room & Zoom Teleconference
11800 Front Beach Road
Panama City Beach, FL 32407

Join Zoom Meeting

<https://us06web.zoom.us/j/84440314250?pwd=SmN0OUhGSy9iQVJ0R255RWtyTVZFUT09>

Meeting ID: 844 4031 4250
Passcode: 946763

+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)

Agenda

1. Call to Order and Determine Quorum
2. Proof of Notice
3. Approval of Meeting Agenda
4. Approval of the April 13, 2023 BOD Meeting Minutes
5. Old Business - None
6. New Business
 - A. Ratification of FPL agreement for new lot lights
 - B. Ratification of FPL agreement for existing property lights
 - C. Ratification of Mr. Fence proposal for dog park fence
 - D. Ratification of RCI irrigation audit for dog park
 - E. Ratification of Air it Cool HVAC compressor for commercial area
 - F. Ratification of Valcourt Change Order #2 – Pergolas
 - G. Property Insurance Renewal – Coastal
 - H. Pickleball Liabilities Discussion
 - I. Hearing Committee Member Discussion
 - J. West end Tower 2 gate Discussion/Security

- K. 24/7 kiosk for parking passes Discussion
 - L. Vendor Parking Discussion
 - M. Senate Bill 40 Discussion
 - N. Solicitation Discussion
 - O. Towing vs Boot system & Stickers vs Printed Ticket Discussion
7. Adjournment

Posted: April 25, 2023

By: Derek Gilbert – Association Manager

GRAND PANAMA BEACH RESORT OWNERS ASSOCIATION, INC.

BOARD OF DIRECTORS MEETING

April 13, 2023, Immediately following conclusion of Executive Session

Zoom Teleconference & GP Tower 2 Board Room, 11800 Front Beach Road

DRAFT MINUTES

A. **CALL TO ORDER:** The meeting was called to order at 10:02 AM CT by Board President, Frank Booke.

B. **ESTABLISH QUORUM:** Quorum was established with Nancy Stovall, Frank Booke, Glenn Holliday, Woody Junot, James Eagleson and Jarod Triplett participating either in person or via Zoom teleconference. Jarod Triplett dropped off the call at approximately 10:12 AM CT. Derek Gilbert (CAM) was also present in person on behalf of RC Association Management and Stephen Kilcumings was present as the Building Maintenance Supervisor in person. Derek Gilbert recorded the minutes.

ALSO IN ATTENDANCE: Owners in person (0) Zero. On Zoom: (1) One Owner present via zoom teleconference.

C. **PROOF OF NOTICE:** Derek Gilbert (CAM) verified Proof of Notice was posted according to Florida Statutes and Association Documents.

D. **APPROVAL OF MEETING AGENDA:** On a **motion** by Glenn Holliday and a second by Woody Junot to **approve** the meeting agenda, the motion carried unanimously.

E. The Board of Directors unanimously agreed to post the narrative for the February 7th, 2023 Annual Meeting. These were not official meeting minutes as quorum was not met with in person attendance and proxies and only a narrative.

APPROVAL OF THE FEBRUARY 7, 2023 BOD ORGANIZATIONAL MEETING MINUTES: On a **motion** by Nancy Stovall and a second by Woody Junot, the meeting minutes were **approved**. Motion carried unanimously.

APPROVAL OF THE FEBRUARY 10, 2023 BOD MEETING MINUTES: On a **motion** by Nancy Stovall and a second by Glenn Holliday, the meeting minutes were **approved**. Motion carried unanimously.

APPROVAL OF THE FEBRUARY 16, 2023 BOD MEETING MINUTES: On a **motion** by Nancy Stovall and a second by Glenn Holliday, the meeting minutes were **approved**. Motion carried unanimously.

APPROVAL OF THE FEBRUARY 24, 2023 BOD EMERGENCY MEETING MINUTES: On a **motion** by Nancy Stovall and a second by Glenn Holliday, the meeting minutes were **approved**. Motion carried unanimously.

F. **OLD BUSINESS: None**

G. **NEW BUSINESS: None**

H. **ADJOURNMENT:** Glenn Holliday **motioned** and a second by Woody Junot to adjourn at approximately 10:33 AM CT. The motion was **approved** and carried unanimously.

Respectfully Submitted,

Derek Gilbert, LCAM



FPL Account Number: 21035-13343

FPL Work Request Number: 12190634

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Grand Panama Beach Resort (hereinafter called the Customer), requests on this day of 2nd, March, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Overflow Parking Lot-11800 Front Beach Rd, located in Panama City Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
Autobahn LED Fixtures	186	25,839	4000K	3	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 31.55. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 2,677.46 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Changes and Terms Accepted:

Grand Panama Beach Resort Condominium Association, Inc.
Customer (Print or type name of Organization)

By: Derek Gilbert CAM on behalf of Board of Directors
Signature (Authorized Representative)
Derek Gilbert, CAM on behalf of Board of Directors
(Print or type name)

Title: Grand Panama Beach Resort Condominium Association, Inc. Community Association Manager

FLORIDA POWER & LIGHT COMPANY

By: Teresa Holloway Digitally signed by Teresa Holloway
Date: 2023.03.02 10:18:24 -0800
(Signature)

Teresa Holloway
(Print or type name)

Title: Lighting Representative

FPL Account Number: 21035-13343

FPL Work Request Number: 12253059

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Grand Panama Beach Resort (hereinafter called the Customer), requests on this day of 23rd, March, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) 11800 Front Beach Road, located in Panama City Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
Acorn fixtures	100	8800	HPS		22
Autobahn LED fixtures-Black	120	17300	4000K	9	
Autobahn LED fixtures-Black	186	25839	4000K	6	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed
13' Decorative concrete poles		22
21' Black tapered concrete (16' MH)	9	
33' Black tapered concrete (24' MH)	5	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): ESTIMATED COST: \$500 per month plus any applicable taxes

(Continue on Sheet No. 9.142)

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THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ N/A _____. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ N/A _____ prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
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7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
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17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
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22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

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Changes and Terms Accepted:

Grand Panama Beach Resort Condominium Association, Inc

Customer (Print or type name of Organization)

By: Derek Gilbert, CAM on behalf of Board of Directors
Signature (Authorized Representative)

Derek Gilbert, CAM on behalf of Board of Directors
(Print or type name)

Title: Grand Panama Beach Resort Condominium Association, Inc Community Association Manager

FLORIDA POWER & LIGHT COMPANY

By: Teresa Holloway Digitally signed by Teresa Holloway
Date: 2023.03.23 16:23:49 -05'00'
(Signature)

Teresa Holloway
(Print or type name)

Title: Lighting Representative



ITEMIZED ESTIMATE

Mr. Fence of Florida Inc.
 1219 Transmitter Road
 Panama City, FL 32401
 850-604-0900

<http://www.mrfenceflorida.com/>
 All quotes valid for 14 days

QUOTATION:

DATE: 02/23/2023

BILL TO:

SHIP TO:

Grand Panama Beach Resort (Steve)
 gpmaint@rchospitalitysolutions.com
 8504905172
 11800 Front Beach Rd
 Panama City Beach FL 32407

147LF OF - 48" 8 GA FIN. EB GREEN (2" Mesh) KK VINYL CHAIN-LINK FABRIC Fencing

QTY	SOURCE #	ITEM
139	NONE	48" 8 GA FIN. EB GREEN (2" Mesh) KK VINYL CHAIN-LINK FABRIC
139	NONE	1 3/8" SWEDGE END GREEN 17GA TUBE TOP RAIL
8	NONE	2 1/2" X 6'6" GREEN HMV LG-20 PIPE CUT POST
10	NONE	1 5/8" X 6'6" GREEN HMV .065 TUBING CUT POST
20	NONE	2 1/2" GREEN HM VINYL PS PLAIN BRACE BAND
30	NONE	2 1/2" GREEN HM VINYL PS PLAIN TENSION BAND
10	NONE	1 3/8" ALUMINUM OFFSET RAIL END
10	NONE	48" GREEN HM VINYL 1/2" PS TENSION BAR
10	NONE	1 5/8" X 1 3/8" GREEN HM VINYL ALUMINUM LOOP CAP
8	NONE	2 1/2" GREEN VINYL COATED ALUMINUM ACORN CAP
99	NONE	8 1/4" GREEN ALUMINUM CUT/HOOK 9 GA. TIE WIRE
100	NONE	5/16" X 1 1/4" GREEN CARRIAGE BOLT W/NUT
1	NONE	9 GA. GREEN EX SMOOTH (500' Roll) TENSION WIRE
2	NONE	9 GA. GREEN HM VINYL PS 1 9/16" HOG RING 10LB
36	NONE	CONCRETE MIX #80 CONCRETE
2	NONE	48" X 4' 1 3/8" GREEN HMV .055 TUBING SINGLE SWING GATE (Gate Only)
2	NONE	1 3/8" GREEN HM VINYL PS LATCH COLLAR
2	NONE	2 1/2" GREEN HM VINYL PS LATCH FORK
4	NONE	2 1/2" GREEN HM VINYL PS MALE HINGE
4	NONE	1 3/8" GREEN HM VINYL PS FEMALE HINGE
4	NONE	3/8" X 3" GREEN CARRIAGE BOLT W/NUT
4	NONE	3/8" X 2" GREEN CARRIAGE BOLT W/NUT

SUBTOTAL: \$4873.92



ITEMIZED ESTIMATE

Mr. Fence of Florida Inc.
1219 Transmitter Road
Panama City, FL 32401
850-604-0900

<http://www.mrfenceflorida.com/>
All quotes valid for 14 days

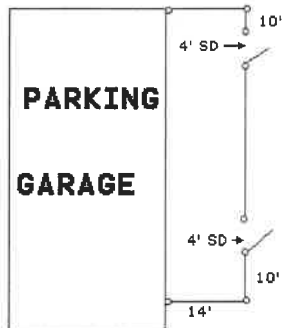
QUOTATION:

DATE: 02/23/2023

BILL TO:

Grand Panama Beach Resort (Steve)
gpmaint@rchospitalitysolutions.com
8504905172
11800 Front Beach Rd
Panama City Beach FL 32407

SHIP TO:



Irrigation Estimate for Repair(s)



Employee:	Franklin S
Date:	3/27/2023
Property:	Grand Panama Resort
Job Number:	89-20295-FL
Customer Reference #	0

Status of system Funtional

Job Assignment and Tasks to be Completed

Due to construction and expansion on property the following needs to be done for now on the north side tower. The 2" mainline by the parking garage needs to be lowered approximately 12", this will take two guys approximately a day and a half to complete. New nozzles need to be put into the rotor heads in the dog park area around the parking garage.

Part Search - Description Term: 2 PVC 90 ELL SOC SCH40

Part #	Item Description	Qty	Unit Price	Extended Price
406-020	2 PVC 90 ELL SOC SCH40		\$ 8.03	
200-020BE	2" Class 200 PVC Bell End	150	x \$ 2.08 =	\$311.50
429-020	2 PVC COUPLING SOC SCH40	2	x \$ 4.80 =	\$9.60
406-020	2 PVC 90 ELL SOC SCH40	4	x \$ 8.03 =	\$32.12
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
	Not Found		x 0.00 =	\$0.00
MISC			x 0.00 =	\$0.00
MISC			x 0.00 =	\$0.00

Rental Equipment		Rental Price
Pro900	Wire Tracer / Valve Locator	0 x Days \$50.00 = \$0.00
		x Days 0.00 = \$0.00

Price Estimates:				
Tech:	24 hrs.	x	\$95.00 =	\$2,280.00
Laborer:	0 hrs.	x	\$55.00 =	\$0.00
Service Charge	0	x	\$95.00 =	\$0.00
Materials:			=	\$353.22
Misc Materials	0	x	\$0.00 =	\$0.00
Contract Material Adjustment	0	x	\$0.00 =	\$0.00
Rental Equipment Cost:			=	\$0.00
Contract Labor Adjustment	0	x	\$0.00 =	\$0.00
Total estimated Cost:			=	\$2,633.22

Notes:
 Estimate valid for 30 days

Print Name	Signature	Date
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Air it Cool

HEATING AND AIR CONDITIONING

Service. Repair. Installation.

Residential and Commercial



850-258-8144

QUOTE

DATE: **03/28/2023**

EXP. DATE: **03/27/2024**

QUOTE # **2093**

Air It Cool

127 Grand Lagoon Shores Dr

Panama City Beach, FL 32408

Phone: (850) 258-8144

Email: airtcoolpcb@gmail.com

BILL TO:

Resort Collection
Jason Bennett
11807 Front Beach Rd
Panama City beach, FL 32407

SERVICE TO:

Resort Collection
Jason Bennett
11807 Front Beach Rd
Panama City beach, FL 32407

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
service	Installation of new 2.5 ton heat pump condenser for front retail store/lobby. Price includes installation of a 2.5 ton Payne heat pump condenser, labor and any other parts needed to complete installation. Condenser comes with a 5 year warranty on all parts.	1.00	\$3,850.00	Item	\$3,850.00	N

SUBTOTAL **\$3,850.00**

TAX RATE* **0.0000%**

TAX **\$0.00**

OTHER **-**

TOTAL \$3,850.00

MEMO

Installation of new 2.5 ton heat pump condenser for front retail store/lobby.

TERMS & CONDITIONS

Change Order

**AIA Document G701
Electronic Format**

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE USING AIA DOCUMENT D401.

PROJECT:	CHANGE ORDER NO:	<u>2</u>
Grand Panama Beach Resort 11800 Front Beach Road Panama City Beach, FL 32407	DATE:	<u>2/24/2023</u>
TO CONTRACTOR:	CONTRACT FOR:	<u>Waterproofing & Repairs</u>
Valcourt Building Services of Florida LC 4695 18th Street East Bradenton, FL 34203	CONTRACT DATE:	<u>6/14/2022</u>

The Contract change is as follows:

Scope:

- 1) Remove loose rust scale
- 2) Apply one (1) coat of Sherwin Williams ProCryl Primer
- 3) Apply two (2) coats of Sherwin Williams SherCryl

Includes the one (1) large pergola on the South of Tower 1 and the two (2) smaller pergolas on the North side of Tower 1

Total Cost of Change Order: \$3,637.00

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum Price was	\$ 1,674,000.00
Net change by previously authorized Change Orders	\$ 100,000.00
The Contract Sum prior to this Change Order was	\$ 1,774,000.00
The Contract Sum will be (increased) by this Change Order in the amount of	\$ 3,637.00
The new Contract Sum including this Change Order will be	\$ 1,777,637.00

The Contract Time will be (increased) by (5) days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

ENGINEER	CONTRACTOR	OWNER
ADDRESS	Valcourt Ext. Bldg. Services of FL, LC	Grand Panama Beach Resort Condo Assoc, Inc
ADDRESS	4695 18th Street East	ADDRESS
ADDRESS	Bradenton, FL 34203	11800 Front Beach Road
BY	BY 	BY  on behalf of Grand Panama Beach Resort Condo Assoc, Inc
DATE	DATE <u>2/24/2023</u>	DATE <u>04/03/2023</u>



Derek Gilbert <dgilbert@rchospitalitysolutions.com>

Fwd: Grand Panama Beach Resort Condo - Property Renewal Quote (Sigma

1 message

Anthony DuBose <Anthony@coastalinsure.net>

Wed, Apr 26, 2023 at 7:42 AM

To: "dgilbert@rchospitalitysolutions.com" <dgilbert@rchospitalitysolutions.com>

Good Morning,

Attached is the renewal quote for the property insurance. As you know the renewal is 5/1. The insurance market in Florida continues to be extremely difficult. We have been going back and forth with the broker the last 100 days. I have included his comments and marketing list below. This is the best quote available this year. I was only able to get it last night after Derrick provided me a detailed report on the Valcourt Contract. I am seeing much higher rates on other Association renewals that must be layered with multiple carriers as Matt Janicki describes below. Last year's premium was \$327,338 for the property coverage. I wanted to get this to you as soon as I received it..... I am available to discuss at your convenience.

Sincerely,
Anthony DuBose
Coastal Community Insurance
850-230-0800

Get [Outlook for iOS](#)**From:** Matt Janicki <Matt.Janicki@amwins.com>**Sent:** Tuesday, April 25, 2023 11:45 PM**To:** Anthony DuBose <Anthony@coastalinsure.net>**Cc:** Melissa Griffin <melissa@coastalinsure.net>**Subject:** Grand Panama Beach Resort Condo - Property Renewal Quote (Sigma)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Anthony,

Further to our conversation, please see attached property renewal quote from Sigma. Full limits, \$0.70 rate, 5% NS, and includes equipment breakdown coverage.

This will definitely be the best option for this renewal. Any other option will be layered, possibly not full limits, and would be over \$1.00 rate. Here is a list of markets approached that are not able to compete with the Sigma renewal

- Sigma – incumbent – quoted renewal
- Arch/Ventus
- Arrowhead
- Axis
- Validus/Lexington
- RSUI/Landmark
- Sampo
- Velocity
- Waypoint/AmRisc
- Waypoint/ACIC

- Westchester
- ICAT
- RLI/Mt Hawley
- Balance Partners/Trisura
- Catalytic
- Core/Starstone
- General Star
- Intact
- Ironshore
- James River
- Kinsale
- Markel
- Munich Re
- Rivington
- Risksmith
- SRU
- WKFC

Thanks,



Matt Janicki, CIC

Executive Vice President - Property

T 904.380.3923 | M 904.588.8909

Matt.Janicki@amwins.com

Amwins Insurance Brokerage, LLC

10201 Centurion Parkway North | Suite 400 | Jacksonville, FL 32256
amwins.com

** Loss runs may be requested at lossruns@amwins.com

This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you amwins.com.



Grand Panama Beach Resort Condominium Association, Inc Amwins Sigma Property Quote.pdf
535K



Amwins Insurance Brokerage, LLC
 10201 Centurion Parkway North
 Suite 400
 Jacksonville, FL 32256
 amwins.com

Coastal Community Insurance Agency of NW FL
 7104 Quail Hollow Dr
 Panama City Beach, FL 32408

RE: Grand Panama Beach Resort Condominium Association, Inc.

PROPERTY QUOTATION

Please find the attached quotation for Grand Panama Beach Resort Condominium Association, Inc.. Here is a summary of the terms and conditions:

INSURED: Grand Panama Beach Resort Condominium Association, Inc.

MAILING ADDRESS: 495 Richard Jackson Blvd
 c/o Lee Waller
 Panama City Beach, FL 32407

CARRIER: Steadfast Insurance Company (Non-Admitted)

PROPOSED POLICY PERIOD: From 5/1/2023 to 5/1/2024
 12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:

Premium	\$536,930.00
Fees	\$1,250.00
Surplus Lines Taxes and Fees	\$26,913.00
Total	\$565,093.00

TRIA OPTIONS: TRIA can be purchased for an additional premium of \$21,477.00 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

MINIMUM EARNED PREMIUM: Please See Attached Carrier Quote

COMMISSION: 10.000% of premium excluding fees and taxes

SUBJECTIVITIES: [\(See Attached Company Quote for Additional Subjectivities\)](#)

- Complete Copy of Signed Acord Application - **DUE PRIOR TO BINDING**
- Signed Terrorism Form - **DUE PRIOR TO BINDING**
- Signed and Completed Diligent Effort Form - **DUE PRIOR TO BINDING**

Payment is Due in Full within 20 Days from Binding Coverage

SURPLUS LINES TAX SUMMARY

HOME STATE: Florida

FEES:

Fee	Taxable	Amount
Market Inspection Fee	Yes	\$1,000.00
Market Policy Fee	Yes	\$250.00
Total Fees		\$1,250.00

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Florida	Surplus Lines Tax	\$536,930.00	\$1,250.00	\$538,180.00	4.940%	\$26,586.09
	Stamping Fee	\$536,930.00	\$1,250.00	\$538,180.00	0.060%	\$322.91
	DEM EMP				Flat	\$4.00
Total Surplus Lines Taxes and Fees						\$26,913.00

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Matt Janicki

Executive Vice President

T 904.380.3923 | F 877.570.9323 | Matt.Janicki@amwins.com

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

10201 Centurion Parkway North | Suite 400 | Jacksonville, FL 32256 | amwins.com

SURPLUS LINES DISCLOSURE

Florida

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

STATEMENT OF DILIGENT EFFORT

I, _____ License #: _____
Name of Retail/Producing Agent

Name of Agency: _____

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured _____ from the following
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

Property Quote

Date Quoted
April 25, 2023

Page 2

Quote Number
0050130B

Company: ZURICH
Carrier(s): Steadfast Insurance Company - Non-Admitted
Renewal (Y/N): Y

Insured Information Section

Proposal or Renewal Date

5/1/2023 12:01 a.m.

Quote Expiration Date

5/1/2023 12:01 a.m.

Named Insured: Grand Panama Beach Resort Condominium Association, Inc.

Mailing Address: 495 Richard Jackson Blvd, Panama City Beach, FL 32407

Coverage Information Section

Summary of Limits / All Locations: * (Schedule of buildings and locations on following pages)

Building(s) Limit**
75,651,590

Business Personal Property
300,000

Business Income

* The schedule of all limits above is intended to provide an overview of all limits at scheduled locations listed within this quote, and does not represent that coverage is offered on a blanket basis.

**The building limit includes any scheduled sign, fence, light poles, satellite dish/antenna, swimming pools, tennis courts, guard house, gates, fountains or monuments and outdoor lighting if scheduled on the policy

Terms & Conditions include, but are not limited to, the following terms and conditions and exclusions:

Awnings & sign valuation is Actual Cash Value unless otherwise stated. When replacement cost coverage is offered, Insured must carry values equal to at least 90% of the current replacement cost value. No EIFS construction permitted. This policy contains a **(MINIMUM EARNED PREMIUM)** endorsement which is scheduled on the property forms page of this quotation. In the event of difference, Policy will prevail.

Major Exclusions: War, Terrorism, Earthquake, Flood; unless otherwise specified.

Premium Information Section

<u>Premium</u>	<u>Inspection Fee</u>	<u>Policy Fee</u>	<u>Surplus Lines Tax</u>	<u>Surplus Lines Fee</u>	<u>EMPA</u>	<u>Total Premium</u>
\$536,930.00	\$1,000.00	\$250.00	\$26,586.09	\$322.91	\$4.00	\$565,093.00
<u>Optional TRIA Premium</u>	<u>Surplus Lines Tax & Fee</u>		<u>Total Premium and Fees with TRIA</u>			
\$21,477.00	\$1,073.85		\$587,643.85			

Please bind coverage effective: _____ / _____ / _____ Person requesting Binder: _____

Agent Name: _____ License Number: _____

In order to bind the attached property quote we must have the following items:

- (1) Complete the items immediately above with effective date of coverage, producer's signature and license number.
- (2) Signed terrorism form either selecting or rejecting terrorism coverage.
- (3) Copy of signed application, including signed supplemental application and schedule of values.
- (4) A copy of the insured's flood declaration page or confirmation that flood coverage was offered and rejected by the Insured within 30 days from the binding date.

Additional Binding Conditions: Location and Building detail as per Acord/SOV on file with company. Need favorable answers to equipment breakdown questions. Protective Safeguards: P-1 - Automatic Sprinkler System Buildings. Signed flood rejection form or copy of flood declaration pages for each building Signed no prior or existing damage form (Ian/Nicole) Signed SOV required. Quote excludes the following items: Guard shack, tower1 and 11 pool furniture, amenity fence.

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those you requested. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Sigma Underwriting Managers. Be advised that if Sigma Underwriting Managers has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Specimen policy and forms are available for your review upon request. Please be sure to check the carrier's A.M. Best rating to satisfy you and your client's interests.

Producer Code: Amwins Insurance Brokerage - Jacksonville

Underwriter: Lashon Woodberry

Sigma Underwriting Managers

4000 Hollywood Blvd., Suite 350 North Tower, Hollywood, FL 33021 (954) 983-2700

Date/Time Quoted 4/25/2023 12:17:08 PM

Property Quote

Date Quoted
April 25, 2023

Page 3

Quote Number
0050130B

FORMS SCHEDULE

The following forms will be attached to the policy if coverage is bound.

CIP	06 10	CERTIFICATE OF INSURANCE PROTOCOL
CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP 00 90	07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 25	05 22	FLORIDA CHANGES
CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 01 91	07 10	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS
CP 04 05	04 02	ORDINANCE OR LAW COVERAGE
CP 10 30	06 07	CAUSES OF LOSS - SPECIAL FORM
CP 10 32	08 08	WATER EXCLUSION ENDORSEMENT
CP 10 46	10 12	EQUIPMENT BREAKDOWN CAUSE OF LOSS
EM 06 03	08 09	ADDITIONAL PROPERTY NOT COVERED
EM 25 02	06 19	COMMERCIAL LINES POLICY
EM 25 06	06 19	IMPORTANT CLAIM REPORTING INFORMATION
EM 36 01	06 19	COMMON POLICY DECLARATIONS
EM 36 06	03 02	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE
EM 67 02	11 18	ADDITIONAL COVERAGE ENDORSEMENT
EM 67 03	01 09	ADDITIONAL PROPERTY IN - TRANSIT COVERAGE ENDORSEMENT
EPL Ver. - 1.1	12 11	POLICY COVER LETTER
IL 00 03 (09 08)	09 08	CALCULATION OF PREMIUM
IL 00 17	11 98	COMMON POLICY CONDITION
IL 01 75	09 07	FLORIDA CHANGES - LEGAL ACTION AGAINST US
IL 04 01	02 12	FLORIDA - SINKHOLE LOSS COVERAGE
IL 04 15	04 98	PROTECTIVE SAFEGUARDS
IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
JF 645 B	03 18	FLORIDA NOTIFICATION OF SURPLUS LINES POLICY
STF CP 209 A CW	07 07	SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT
STF CP 230 A MU	04 09	NAMED STORM PERCENTAGE DEDUCTIBLE
STF CP 258 B CW	08 18	WIND DRIVEN PRECIPITATION
STF CP 286 A CW	09 10	WATER BACK-UP AND SUMP OVERFLOW - AGGREGATE LIMIT
STF CP 378 B FL	10 17	MULTIPLE DEDUCTIBLE SCHEDULE - FLORIDA
STF CP 383 A CW	10 13	WATER DAMAGE DEDUCTIBLE ENDORSEMENT
STF CP 387 A	06 16	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
STF CP 419 A CW	01 21	LOSS ASSIGNMENTS - EXCLUSION
STF GU 199 B	01 09R4	IMPORTANT NOTICE - SERVICE OF SUIT AND IN WITNESS CLAUSE
SUM 01	00 00	COVERAGES PROVIDED SCHEDULE
SUM 02	00 00	DEDUCTIBLE SCHEDULE
SUM 03	00 00	OPTIONAL COVERAGES SCHEDULE
SUM 04	00 00	MORTGAGE HOLDERS SCHEDULE
SUM 05	00 00	DESCRIPTION OF PREMISES SCHEDULE
SUM01	00 00	COVERAGES PROVIDED SCHEDULE (GENERAL POLICY INFORMATION)
U CP 606 A	07 01	EXCLUSION FOR SOFTWARE AND DATA-RELATED LOSSES
U CP 750 A CW	05 15	MINIMUM EARNED PREMIUM (HURRICANE SEASON)
U CP 759 B FL	11 20	FLORIDA CHANGES - MEDIATION OR APPRAISAL
U GU 1191 A CW	03 15	SANCTIONS EXCLUSION ENDORSEMENT
U GU 279 F	05 19	COMMERCIAL PROPERTY & CASUALTY RISK MANAGEMENT PLANS
U GU 395 D	07 09	IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS
U GU 619 A CW	10 02	FORMS SCHEDULE
U GU 630 E CW	01 20	DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT
U GU 873 A CW	06 11	DISCLOSURE STATEMENT - INSTRUCTION TO AGENT OR BROKER
U GU 874 A CW	06 11	DISCLOSURE STATEMENT - INSTRUCTION TO AGENT OR BROKER
U GU 874 B CW	02 23	DISCLOSURE STATEMENT - INSTRUCTION TO AGENT OR BROKER

Sigma Underwriting Managers

4000 Hollywood Blvd., Suite 350 North Tower, Hollywood, FL 33021 (954) 983-2700

Date/Time Quoted 4/25/2023 12:17:08 PM

Property Quote

Date Quoted
April 25, 2023

Page 4

Quote Number
0050130B

Policy Level Coverage Information Section

All locations, all buildings unless indicated elsewhere.

All Commercial Property coverages on this policy are subject to these terms unless specifically changed.

5%	Named Storm Deductible
25,000	Minimum Deductible Per Occurrence
25,000	All Other Wind Deductible Per Occurrence
50,000	Water Damage Deductible
Ord or Law	Full A, 5% B and C combined
100,000	Wind Driven Rain Sublimit, per occurrence, per policy period
Wind Driven Rain Ded	Based on Policy Deductibles, subject to any Minimum ded
5,000 sublimit/25,000 annual aggregate	Water Back-Up / Sump Overflow
10,000	Equipment Breakdown Deductible
	Sinkhole Included per IL 0401 02/12

Waive	Coinsurance
10,000	AOP Deductible
Special Form	

All limits and deductibles will apply to the perils of windstorm on a "per-building" basis unless otherwise specified. All limits are valued at replacement cost unless otherwise specified.

Sigma Underwriting Managers
4000 Hollywood Blvd., Suite 350 North Tower, Hollywood, FL 33021 (954) 983-2700

Date/Time Quoted 4/25/2023 12:17:08 PM

Surplus Lines Disclosure Form

This form is designed to provide guidance based on the statutory requirements for such form and its has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form, however, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, _____ has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Named Insured : Grand Panama Beach Resort Condominium Association, Inc.

By:
Signature of Named Insured
Date:

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier : Steadfast Insurance Company

Type of Insurance : Commercial Property - Hab

Effective Date of Coverage: 5/1/2023

Form Issue Date: 10/27/11

Surplus Lines Coverage - Non Admitted Carrier

This proposal, including all coverage's offered herein is offered on a Surplus Lines basis by a NON-ADMITTED carrier. Non-Admitted carriers are not protected by state guaranty funds which offer limited protection should the insurer become insolvent.

Minimum Earned Premium



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial Property Coverage Part
Common Policy Conditions**

The following is added, and to the extent permitted by law, supersedes any provision to the contrary with respect to premium refund:

If this policy is cancelled, we will send the first Named Insured any premium refund due, subject to the following:

- A. If we cancel, the refund will be calculated on a pro-rata basis.**
- B. If the first Named Insured cancels and the policy was in force at any time during the period of June 1st to November 30th, the amount of premium refund due is the annual premium times the Unearned Factor listed below:**

Days Policy in Force	Unearned Factor
1-180	20%
181-210	15%
211-240	10%
241-270	7.5%
271-300	5.0%
301-330	2.5%
331 or more	0%

- C. If the First Named Insured cancels and the policy was not in force at any time between June 1st and November 30th, then the premium refund will be equal to 90% of the pro rata unearned premium as of the effective date of cancellation subject to a minimum earned premium of 25% of the annual premium.**
- D. If this policy has been extended beyond the end of the policy period and the policy is cancelled at any time during such extended policy period, there will be no premium refund.**

All other terms, conditions, provisions and exclusions of this policy remain the same.

Florida Surcharge and Assessment Fees

Please be advised that any quote issued by our office may be subject to any surcharges or fees implemented by Florida Insurance regulatory offices.

We reserve the right to amend our quote(s) to you if any regulatory surcharge is implemented after we issue a quote and is effective at the time of your bind request.



THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$21,477.00

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

U-GU-632-E CW (01/20)

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



Declination of Terrorism Coverage

The Terrorism Risk Insurance Act of 2002 mandates that you be provided the opportunity to obtain coverage for certified acts of terrorism as defined by that act. To obtain that coverage, you must remit the premium specified on the notification you received informing you of the availability of coverage. You may decline this coverage for any or all of the lines of business shown below.

To decline coverage, mark the box (X) in front of the line of business, sign and date this form, and return to us.

- Property
- General Liability
- Inland Marine
- All lines rejected (if this box is checked, there is no need to check any other)

Signing and returning this form, or not paying the required premium, will result in an endorsement to your policy excluding coverage for certified acts of terrorism.

Policy

Signature

Date

Grand Panama Beach Resort Condominium Association, Inc.													
		Building	Street Address	City	State	Zip	County	Construction	Year Built	Property Value	Personal Property Value	BI/Rental Income Value	TIV
1	1	Tower 1	11807 Front Beach Road	Panama City Beach	FL	32407	Bay	CH4 - FR Concrete Roof Deck (SA)	2007	34,886,589.00	150,000.00	-	35,136,589.00
1	2	Tower II with G	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	CH4 - FR Concrete Roof Deck (SA)	2007	36,714,614.00	150,000.00	-	36,864,614.00
1	3	Parking Deck	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	CH4 - FR Concrete Roof Deck (SA)	2007	2,700,000.00	-	-	2,700,000.00
1	4	Pool House Bldg	11807 Front Beach Road	Panama City Beach	FL	32407	Bay	CH2 - JM (2)	2007	130,884.00	-	-	130,884.00
1	5	Pedestrian Brid	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	16C - Outdoor Property - Metal (4)	2007	553,155.00	-	-	553,155.00
1	6	Beach Tower I P	11807 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	335,860.00	-	-	335,860.00
1	7	Beach Tower I W	11807 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	15,593.00	-	-	15,593.00
1	8	Beach Tower I K	11807 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	5,198.00	-	-	5,198.00
1	9	Tower II Swimm	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	134,344.00	-	-	134,344.00
1	10	Tower II Whirlp	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	6,237.00	-	-	6,237.00
1	11	Beach Tower I P	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	36,000.00	-	-	36,000.00
1	12	Entry Sign, LED	11800 Front Beach Road	Panama City Beach	FL	32407	Bay	13C - Outdoor Property Concrete (3)	2007	33,116.00	-	-	33,116.00
0	0	0	0	0	0	0	0	0	0	-	-	-	
0	0	0	0	0	0	0	0	0	0	-	-	-	
0	0	0	0	0	0	0	0	0	0	-	-	-	
0	0	0	0	0	0	0	0	0	0	-	-	-	

CONFIRMATION OF NO PRIOR OR EXISTING DAMAGE

I confirm that the property to be covered suffered no structural damage and/or any and all damages as a result from (Storm *Name:* Ian and Nicole or any other source have been fully repaired. I understand that in any event, there is no coverage in the policy applied for, for any pre-existing damage and that it excludes any and all direct and indirect damage that may have been caused by any prior loss including, but not limited to (the above named event) regardless of when this damage may be discovered.

I recognize that the insurance company relies on the accuracy of this statement in determining the acceptability of my application and I certify that I have personally inspected the property or it was inspected by a certified contractor, and I am able to warrant that all the information contained in this statement is true and accurate as of the date of the signing below. I offer this statement to the insurance company as an inducement to write my insurance and understand that they would not write coverage without this statement certifying that there is no prior or existing damage.

Insured: (Must be an officer of the corporation)

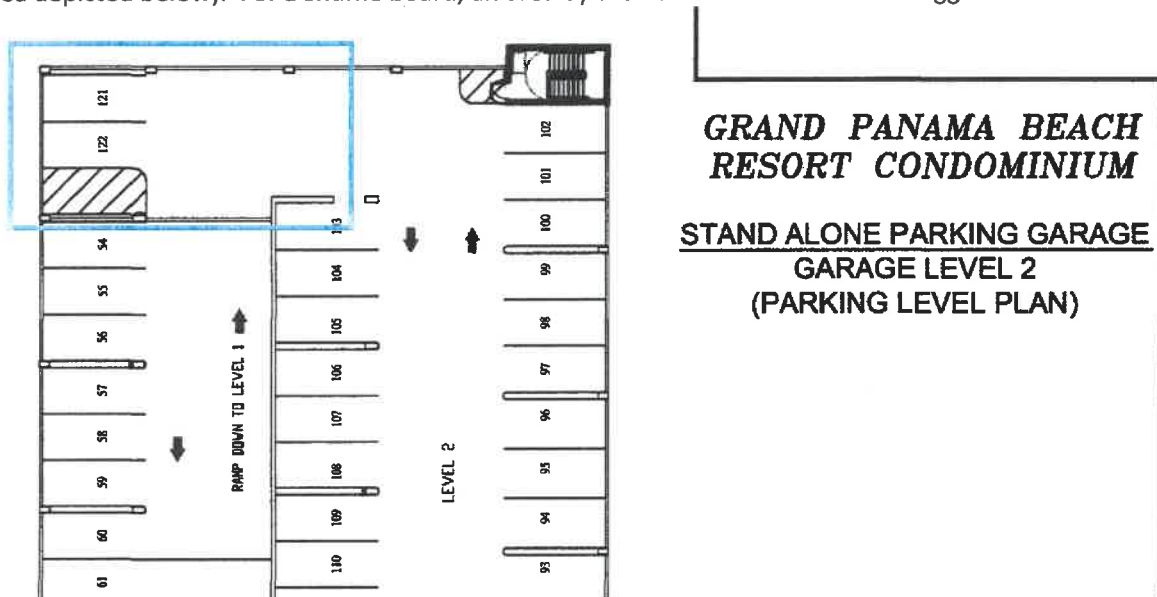
Date:

Pickleball and other possible activities for Grand Panama

It has been suggested that a pickleball court, and possibly a shuffleboard area be added to Grand Panama Beach Resort.

As the resort is divided into units with limited common areas and common areas, these amenities would need to be located in our common area. Our common area basically includes the lobby area (not including the check-in desk as it is a unit), the maintenance shop, the pools and area around the pools, the walkways, the parking lots and the parking garages.

Locations suggested for the pickleball court is the new parking lot or the top corner of the stand-alone parking garage (area depicted below). For a shuffleboard, an area by the Tower 2 Pool has been suggested.



As requested, I have reached out to our insurance company and our lawyer. The following is the information I received from them.

Coastal Insurance

- Overall cost to the insurance policy would be around a \$200.00 increase.
- It is recommended that netting and a fence/cage be used to surround the court area. If something happened, a claim could lead to much higher premiums or potentially a carrier pulling the policy due to the netting and/or fence/cage not being in place.
- A minimum 8 foot wall is recommended and if placement is to be on the upper level of the stand alone parking garage, a roof or cage would be recommended.
- It is better to have the area available at all times and not just periodically throughout the year.
- The Association would need to be thorough with containment. There could be issues with just setting up the area and drawing lines.
- There needs to be some designation of what the area is.

Tim Sloan- legal counsel

- What would the Association have to do from a procedural standpoint to do the work? Because it would be a material alteration to the common elements, this would trigger a required vote of the Owners of 80% in favor.

Additional Reference: Florida Statute 718.113 Maintenance, limitation upon improvement, display of flag, hurricane shutters and protection, display of religious decorations (2)(a) Except as otherwise provided in this section, there shall be no material alteration or substantial additions to the common elements or to real property which is association property, except in a manner provided in the declaration as originally recorded or as amended under the procedures provided therein. If the declaration as originally recorded or as amended under the procedures provided therein does not specify the procedure for approval of material alterations or substantial additions, 75 percent of the total voting interests of the association must approve the alterations or additions before the material alterations or substantial additions are commenced. This paragraph is intended to clarify existing law and applies to associations existing on July 1, 2018.

- If a vote in favor is achieved, there is also the liability related to the ball being rigid which could do more damage than believed.
- Reasonable steps would have to be made to have the ball not impact people or vehicles in the vicinity.
- The Association would also have to consider protection for individuals from harm (i.e., a vehicle running into the area). Bumpers may be recommended for the surrounding area.
- A tall cage to accommodate the area would be needed.
- The agreement with 360 Panama Flats, states that the property shall only be used for vehicular parking and as an access drive and no building or any other vertical structure shall be erected or maintained on any portion of the property. If done, the Association would be in violation of the agreement to install anything else whether permanent or temporary.

Reference: Quick Claim Deed Between 360 Panama Flats, LLC and Grand Panama Beach Resort Condominium Conveyance Section:

File # 2023010898 BK: 4659 PG: 2386, Pages: 2 of 17

The conveyance is subject to the following:

- (1) All matters of record and to all matters that would be shown on an accurate survey and current inspection of the Property. 360 Panama makes no warranty, express, implied or otherwise as to its title, if any, to the Property or the condition of the Property, which is conveyed as "AS-IS, WHERE-IS AND WITH ALL FAULTS" without representation or warranty of any kind. For the avoidance of doubt, the Property shall remain subject to and encumbered by the terms and conditions of the Fire Lane Easement (as such term is defined in the Ingress/Egress Easement Agreement) referenced in Section 4 of the Ingress/Egress Easement Agreement.
- (2) The Property shall only be used for vehicular parking and as an access drive. This restriction is for the benefit of 360 Panama's property identified on Exhibit B attached hereto and incorporated herein by reference (the "360 Panama Property").
- (3) No building or any other vertical structure shall be erected or maintained on any portion of the Property. This restriction is for the benefit of the 360 Panama Property.