



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

**Notice of: Board of Directors Meeting**

Date: Friday, February 10, 2023  
Time: 10:00 AM 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/82833896384?pwd=WEQ3aGJESWY4Tm5RamZ3V3Z1TlVOZz09>

Meeting ID: 828 3389 6384

Passcode: 181305

+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 December 3, 2022 Board of Directors Meeting Minutes
5. Old Business - None
6. New Business
  - A. RFPs – HVAC ratifications
  - B. RFP – MCA radios ratification
  - C. Electricity Discussion for 360 Lot
  - D. RFPs – 360 Lot Paving & Striping
  - E. RFPs – Stand Alone Parking Garage Light Poles
  - F. Electronic voting Discussion
7. Adjournment

**GRAND PANAMA BEACH RESORT OWNERS ASSOCIATION, INC.**  
**BOARD OF DIRECTORS MEETING**  
**December 3, 2022, 10:00 AM CT**  
**Zoom Teleconference**  
**DRAFT MINUTES**

- A. **CALL TO ORDER:** The meeting was called to order at 10:00 AM CT by RC Association Management CAM, Derek Gilbert.
- B. **ESTABLISH QUORUM:** Quorum was established with Nancy Stovall, Frank Booke, J Porter Share, Glenn Holliday, Woody Junot, Pete Morreale and Jarod Triplett participating either in person or via Zoom teleconference. Derek Gilbert (CAM) was also present in person on behalf of RC Association Management and Amy Ludlam, Director of Association Accounting, via Zoom. Stephen Kilcummings was present as the Building Maintenance Supervisor in person.
- ALSO IN ATTENDANCE:** Owners in person (6) Six. On Zoom: Unknown number of Owners 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 Nancy Stovall and a second by Glenn Holliday to **approve** the meeting agenda, the motion carried unanimously.
- E. **APPROVAL OF THE NOVEMBER 9, 2022 BOARD OF DIRECTORS MEETING MINUTES:** On a **motion** by J Porter Share and a second by Glenn Holliday, the meeting minutes were **approved**. Motion carried unanimously.
- F. **OLD BUSINESS:** Board President Frank Booke discussed the communication with 360 on the gravel lot and finalization of the deed for the land with the attorneys. He noted that the Association is also looking at the possibility of lights being installed for the land. Also discussed with the Association attorney Tim Sloan was the preparation of a proxy to have the governing documents voting requirement changed from 80% to 66 2/3%.
- G. **NEW BUSINESS:**
- A. **Valcourt Breezeways/Corridors Change Order Ratification** – Nancy Stovall noted that when the Valcourt contract was originally signed, it was anticipated for the Association maintenance staff to have the time to paint the breezeways/corridors and to require less cost with their involvement. Valcourt took \$180,000 out of the first proposal and the contract was renegotiated with the change order for a bid total of \$137,000. \$100,000 of the amount was with Valcourt and \$37,000 for the Association to supply paint through Coastal with all expenses also through insurance funds. On a **motion** by Nancy Stovall and a second by Glenn Holliday to ratify the \$137,000 Valcourt Change Order #1, the motion was **approved** and carried unanimously.
- B. **2023 Budget Ratification** – Amy Ludlam noted the changes from the initial budget mailing sent to the Owners compared to what would be ratified by the Board of Directors. This included the numbers for what was discussed at the prior Board meeting for assessment income, security reimbursement, security camera, garbage, office supplies, website hosting, uniforms and sales tax and would be reflected for the Owners on Appfolio and the website as a final version. She noted that the assessment change over prior year for 13.25% was the same as the prior mailing and the reserves

page was also the same. There were no questions from the Owners in attendance. On a **motion** by Glenn Holliday and a second by Jarod Triplett to ratify the 2023 Budget, the motion was **approved** and carried unanimously.

**G. ADJOURNMENT:** Glenn Holliday **motioned** and a second by Woody Junot to adjourn at approximately 10:14 AM CT. The motion was **approved** and carried unanimously.

Respectfully Submitted,

Derek Gilbert, LCAM



# Air it Cool

HEATING AND AIR CONDITIONING  
Service. Repair. Installation.  
Residential and Commercial



850-258-8144

## QUOTE

DATE: 01/26/2023  
EXP. DATE: 01/26/2024  
QUOTE # 2091

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 evaporator inside air handler for the gym. unit is inside ceiling of the women's bathroom. Price includes removing the old coil, installing the new coil, flushing system out, vacuuming the system and adding about 18 lbs. of refrigerant to the system. Labor comes with a 1-year warranty as well as the coil.	1.00	\$7,300.00	Item	\$7,300.00	N

SUBTOTAL \$7,300.00  
TAX RATE\* 0.0000%  
TAX \$0.00  
OTHER -  
**TOTAL \$7,300.00**

### MEMO

installation of new evaporator coil inside the air handler for the gym.  
location is women's bathroom.

### TERMS & CONDITIONS

# Air it Cool

HEATING AND AIR-CONDITIONING  
Service, Repair, Installation.  
Residential and Commercial

850-258-8144

QUOTE

DATE: 01/03/2023  
EXP. DATE: 09/07/2023  
QUOTE # 2084

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
2 ton sc-full	Installation of new 2 ton straight cool 14 SEER 410A Payne First company fan coil complete system  Price includes equipment, installing air handler in attic/closet space, main drain safety switch, new thermostat, flushing of copper lines for new R410A refrigerant, labor, and any extra parts needed to complete installation.  System comes with a 10 year warranty on all working parts including compressor  1 year labor warranty with Air it Cool.	1.00	\$7,920.00	Item	\$7,920.00	N

SUBTOTAL \$7,920.00  
TAX RATE\* 0.0000%  
TAX \$0.00  
OTHER -  

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TOTAL \$7,920.00

## MEMO

Installation of new 2 ton fan coil Payne complete system. Office unit

## TERMS & CONDITIONS

# Air it Cool

HEATING AND AIR CONDITIONING  
Service. Repair. Installation.  
Residential and Commercial



850-258-8144

QUOTE

DATE: 01/04/2023  
EXP. DATE: 09/07/2023  
QUOTE # 2090

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

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SUBTOTAL \$7,920.00  
TAX RATE\* 0.0000%  
TAX \$0.00  
OTHER -  
TOTAL \$7,920.00

## MEMO

Installation of new 2 ton fan coil Payne complete system. Retail office back unit.

## TERMS & CONDITIONS

**QUOTATION**  
**105001113**

**Bill To:**  
 Grand Panama Beach Resort  
 11807 Front Beach Rd  
 Panama City Beach, FL 32407

**Ship To:**  
 Grand Panama Beach Resort  
 495 Richard Jackson Blvd  
 Panama City Beach, FL 32405

**Contact:**  
**Contact #:**

**Contact:** AMY LUDIAN  
**Contact #:**

Date: 12/07/2022		Customer #: 5240001310		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
14	AAH01QDC9JA2AN-P	"CP200D, 403-470 4W ND"	EA	649.85	9,097.90	
14	AAH01QDC9JA2AN	"CP200D, 403-470 4W ND"	EA	0.00	0.00	
14	STDANT0752AD	STANDARD UHF WHIP ANTENNA (403-512)	EA	0.00	0.00	
14	STDBAT0752AC	STANDARD BATTERY	EA	0.00	0.00	
14	STDBOX0752AB	STANDARD MODEL BOX	EA	0.00	0.00	
14	STDCHG0752AC	STANDARD CHARGER	EA	0.00	0.00	
14	STDESS0752AB	3 YR ESSENTIAL REPAIR	EA	0.00	0.00	
14	LSVC-OPTOUT	LOCAL SERVICE OPT-OUT	EA	0.00	0.00	
CUSTOMER HAS OPTED OUT OF LOCAL SERVICE OPTIONS:						
DISCLAIMER TO CUSTOMER: IF YOU CHOOSE TO OPT OUT OF THE LOCAL SERVICES OPTION THEN CURRENT STANDARD PRICING WILL BE CHARGED FOR FACILITATING WARRANTY REPAIRS, FIRMWARE UPGRADES, PROGRAMMING, AND ANY OTHER ADDITIONAL APPLICABLE FEES UNDER LOCAL SERVICE PLANS.						
14	BT-PGM	PROGRAMMING	EA	20.00	280.00	
1	S&H	SHIPPING/ HANDLING	EA	25.00	25.00	

**Accepted By:** Nancy Stovall **Date:** 12/13/22

Please contact customer representative by phone or email with any questions:

Customer Rep: Eric Austill

Phone #:

Email: ericaustill@callmc.com

Subtotal : \$9,402.90  
 Tax : \$638.60  
 Total Quote : \$10,041.50

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

**All orders are subject to partial shipment and partial invoice**

Tax calculations provided are estimates and are subject to change.



## MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

"MCA" shall mean Mobile Communications America, Inc. and "Buyer" shall mean the customer named in the applicable Order (defined below). "Parties" shall mean MCA and Buyer, collectively, and "Party" shall mean MCA or Buyer, individually. "Products," "Equipment" or "Services" shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions ("T&Cs") shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an "Order" and together with the T&Cs, the "Agreement"). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA's acceptance of an Order is expressly conditioned upon Buyer's consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer's documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer's consent to these T&Cs will be conclusively established by Buyer's acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA's acceptance of an Order is also expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

**QUOTATION DETAILS:** All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

**TERMS AND METHODS OF PAYMENT:** Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA's sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer's premises and repossess and remove any Products if full payment has not been timely received by MCA.





Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

**STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.

**STANDARD TERMS WITH CREDIT:**

- A. Up to \$50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
- B. Over \$50,000.00 require the below milestone payments:
  - 40% down once an Order is accepted by MCA
  - 50% once materials shipped for Buyer's use
  - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

**NON-STANDARD CREDIT TERMS:** Negotiable prior to Order acceptance.

**NON-STANDARD PAYMENT TERMS:**

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

**LATE FEES:** Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

**TAXES:** The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

**DELIVERY:** Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

**INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "Manufacturer"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

**LIMITED WARRANTY:**

- A. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
- C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- D. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,



commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

- E. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. **SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.**

**SHORTAGES AND DEFECTS OF PRODUCTS:** Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

**FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

**CANCELLATION:** Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer's expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA's discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

**ASSIGNMENT:** The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

**TERMINATION FOR DEFAULT:** In the event that a Party (the "Breaching Party") is in breach of a material provision of the Agreement, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

**SEVERABILITY:** If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

**DISPUTES:** MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

**GENERAL:** Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is



conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

**GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

**FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

**LIMITATIONS:**

- A. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- B. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- C. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
- D. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.
- E. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

**INDEMNIFICATION:** Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

**PATENT, COPYRIGHT AND TRADEMARKS:**

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.



Derek Gilbert <dgilbert@rchospitalitysolutions.com>

### FPL Lighting-Grand Panama

Holloway, Teresa <Teresa.Holloway@fpl.com>

Thu, Feb 9, 2023 at 8:22 PM

To: Stephen Kilcummings <gpmaint@rchospitalitysolutions.com>, Derek Gilbert <dgilbert@rchospitalitysolutions.com>

Good evening,

It was a pleasure to meet with you this morning regarding lighting for the new parking lot. Based on the preliminary sketch below, I believe our Autobahn fixture will be able to provide the needed coverage using 2 – Autobahn 186w fixtures mounted on 2 – 33' Black tapered concrete poles (24' mounting height). As we discussed, we will also add an additional fixture to the pole identified in the back parking lot of Panama Flats. The estimate to provide the 3-Autobahn fixtures and 2-Tapered concrete poles would be approximately \$115 per month plus any applicable taxes. At this time, I can't provide a quote for the installation of the conduit since that is calculated by our Design Team. If the Board approves and wants to move forward, I can request a quote for the underground work. This cost would be invoiced separately and must be paid in advance before the material can be ordered.



During our visit, we also discussed the potential upgrade of the existing fixtures to LED. I have attached a copy of some examples from our FPL Catalog for your review. The existing fixtures/poles are from Gulf's decorative line, so I just wanted to confirm the desire to change to the Autobahn fixture throughout the complex. If so, I will need to make another

visit to the site to assess each location to determine if some can be eliminated. Unfortunately, I can't provide the proposal at this time due to the need for further research.

If you have any questions or need additional information, just let me know.

I look forward to hearing from you and hope you have a great weekend!

Thank you,

Teresa Holloway

Lighting Services



**From:** Stephen Kilcummings <[gpmaint@rchospitalitysolutions.com](mailto:gpmaint@rchospitalitysolutions.com)>  
**Sent:** Wednesday, February 8, 2023 2:55 PM  
**To:** Derek Gilbert <[dgilbert@rchospitalitysolutions.com](mailto:dgilbert@rchospitalitysolutions.com)>  
**Cc:** Holloway, Teresa <[Teresa.Holloway@fpl.com](mailto:Teresa.Holloway@fpl.com)>  
**Subject:** Re: FPL Lighting

We will most likely go with the same design as 360 used. But the decision will be made Friday morning during the board meeting.

On Wed, Feb 8, 2023, 13:01 Derek Gilbert <[dgilbert@rchospitalitysolutions.com](mailto:dgilbert@rchospitalitysolutions.com)> wrote:

We may not know that until after the Board of Directors meets Friday morning. We are waiting on some revised quotes for some other matters which will determine whether we can have the meeting Friday. But I have the options set to be reviewed.

Thank you,

**Derek Gilbert**  
*Community Association  
Manager*  
RC Association Management

(850) 235-7342  
[dgilbert@rchospitalitysolutions.com](mailto:dgilbert@rchospitalitysolutions.com)  
RCHospitalitySolutions.com



# LED Lighting Solutions



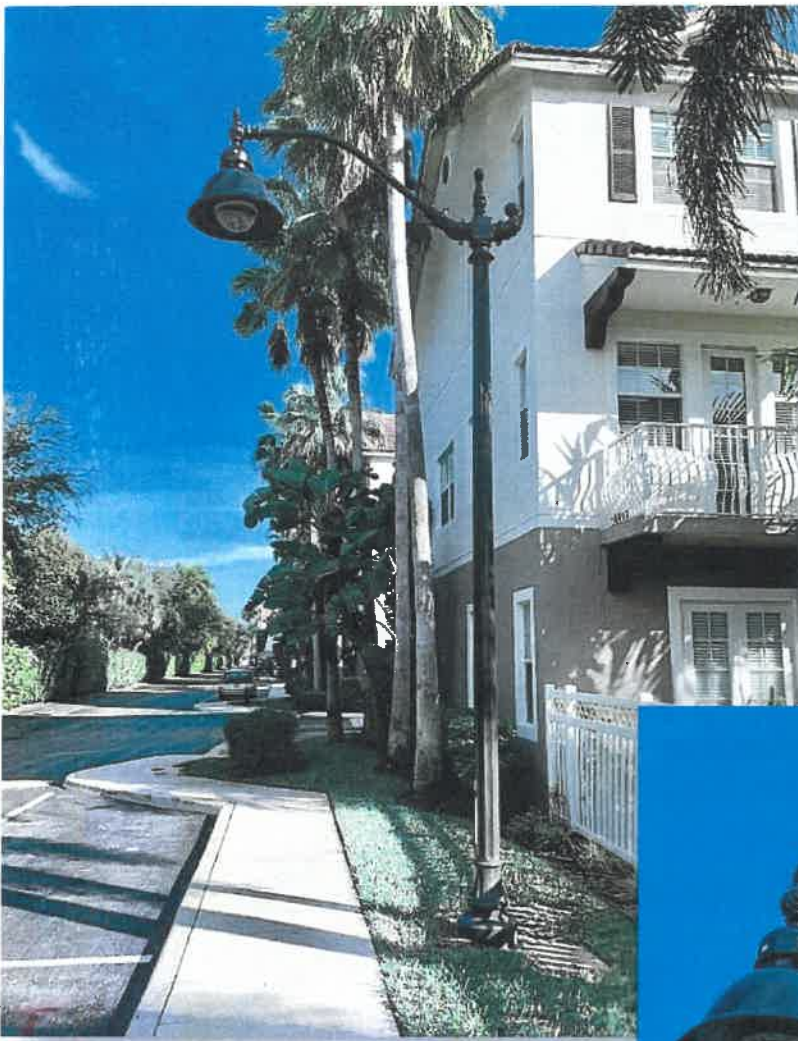
Roadway Lighting | Area Lighting | Pendant Lighting | Post Top Lighting | Brackets and Poles

Safer. Smarter. More Vibrant Spaces.



**Teardrop fixture with decorative arm on Washington concrete pole**



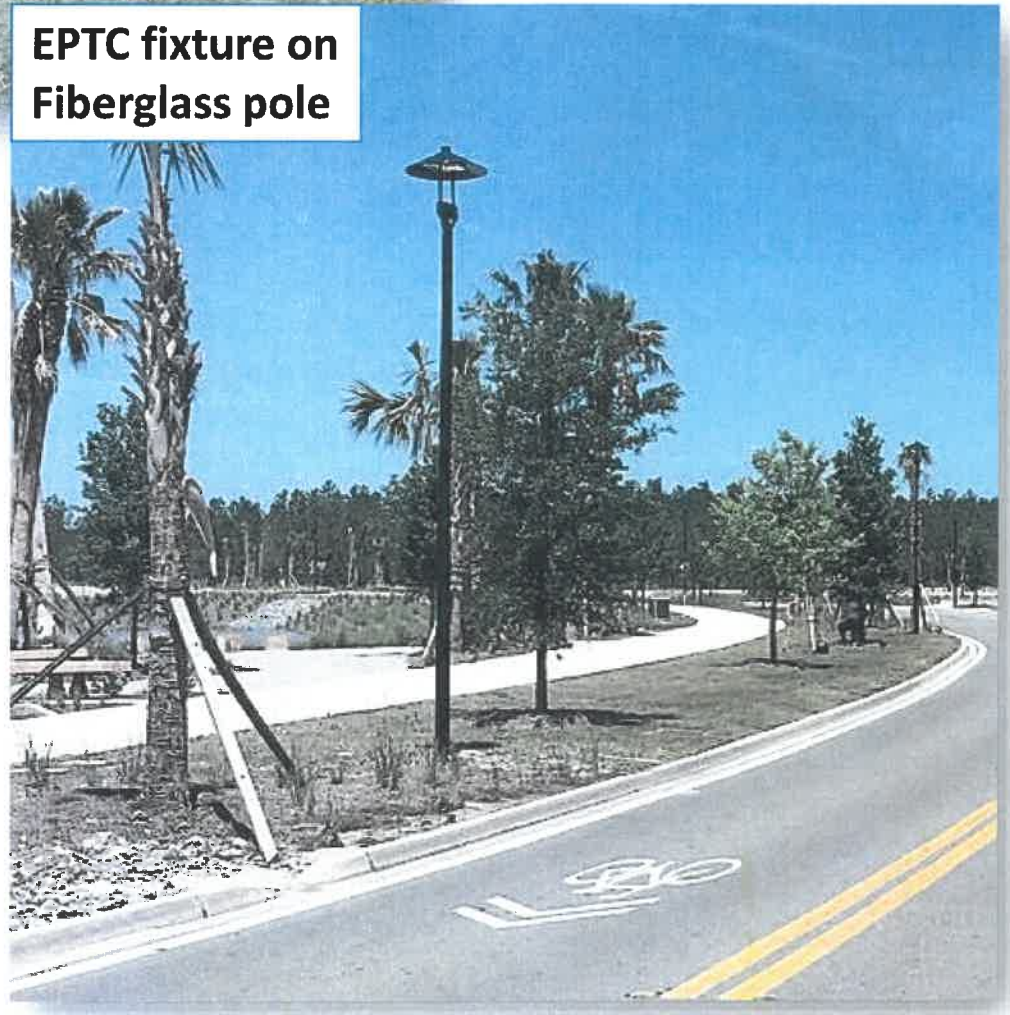


**Teardrop w/ deep skirt  
with decorative arm on  
Washington concrete pole**





**EPTC fixture on  
Fiberglass pole**



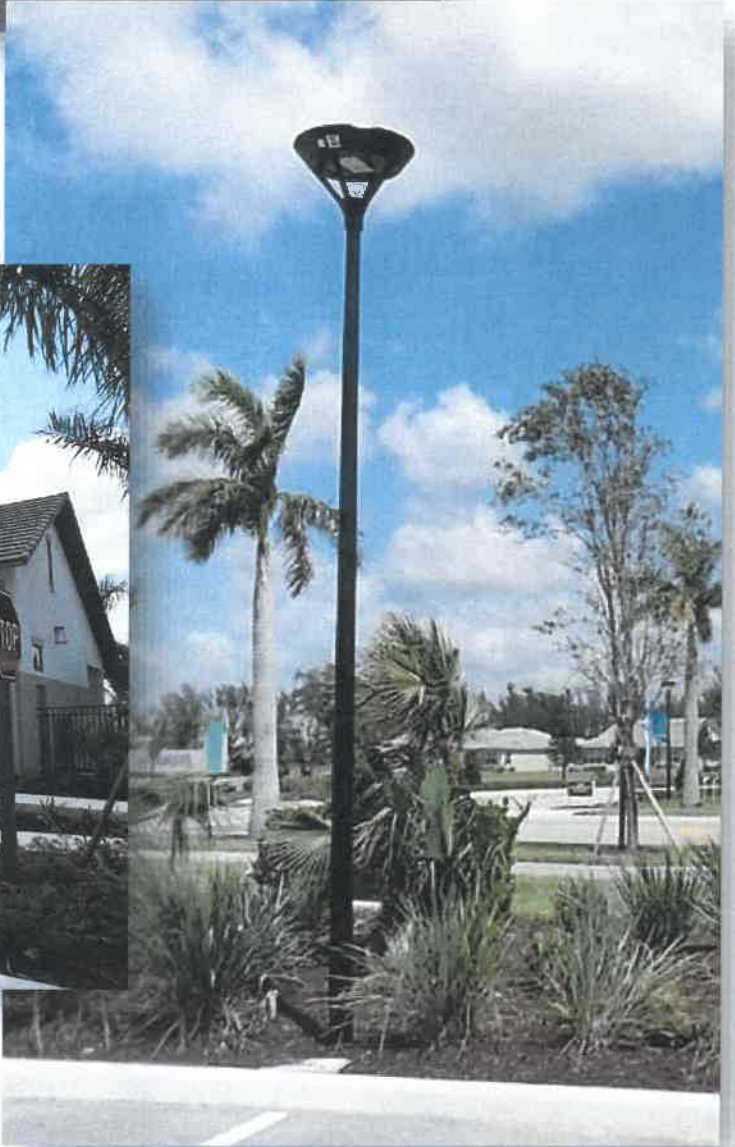


**Granville fixture on the decorative Washington concrete pole**





**Mesa fixture on  
Fiberglass pole**





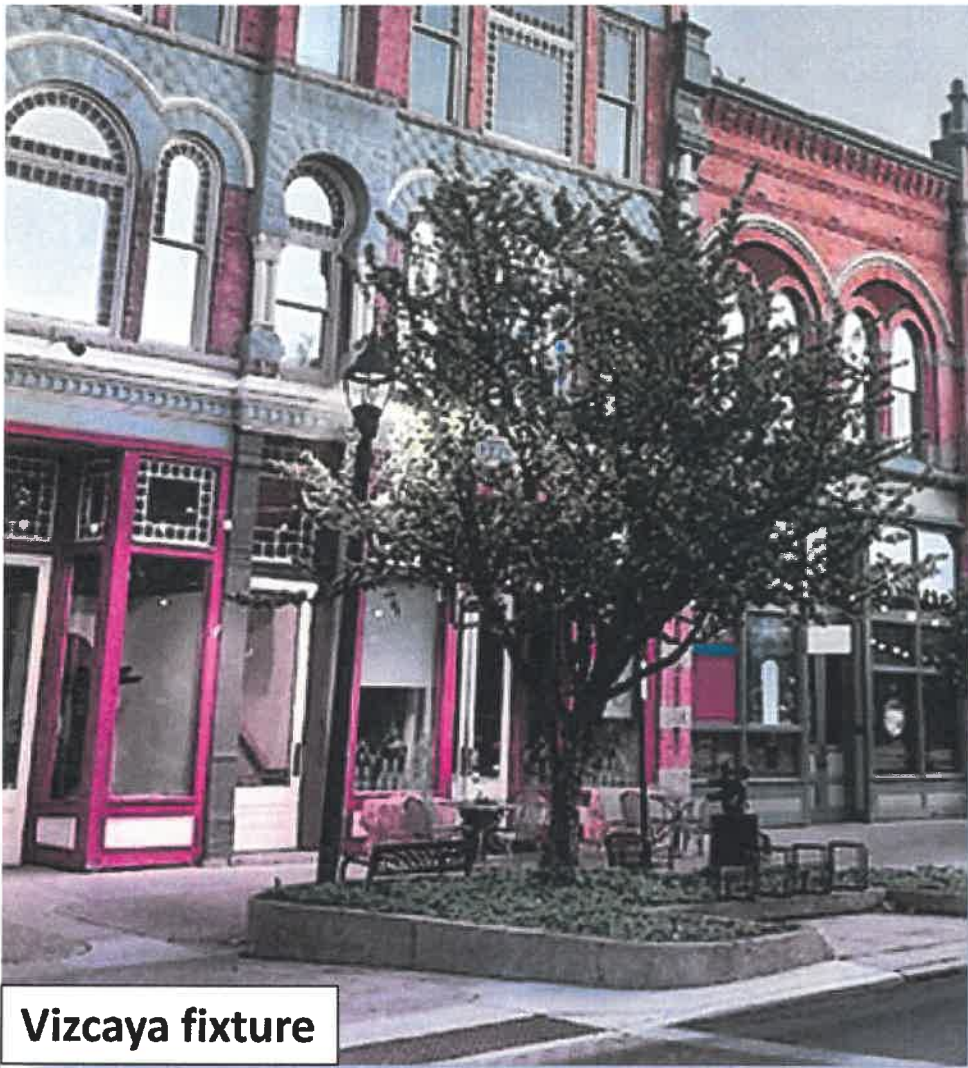
**Traditional Carriage Fixture  
on Fiberglass pole**



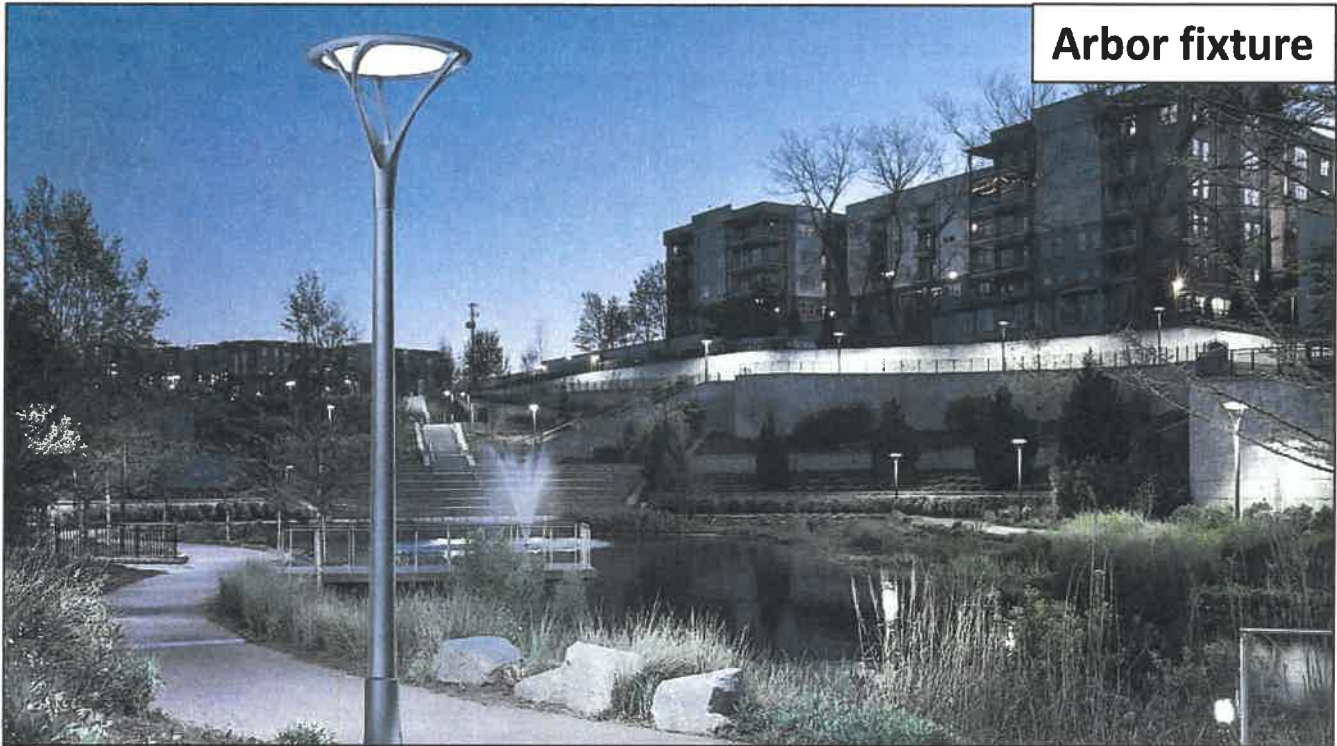
**Victorian fixture  
(w/out side panels)  
on Fiberglass pole**



**AEL – Contemporary  
(Contempo)**



**Vizcaya fixture**



**Arbor fixture**



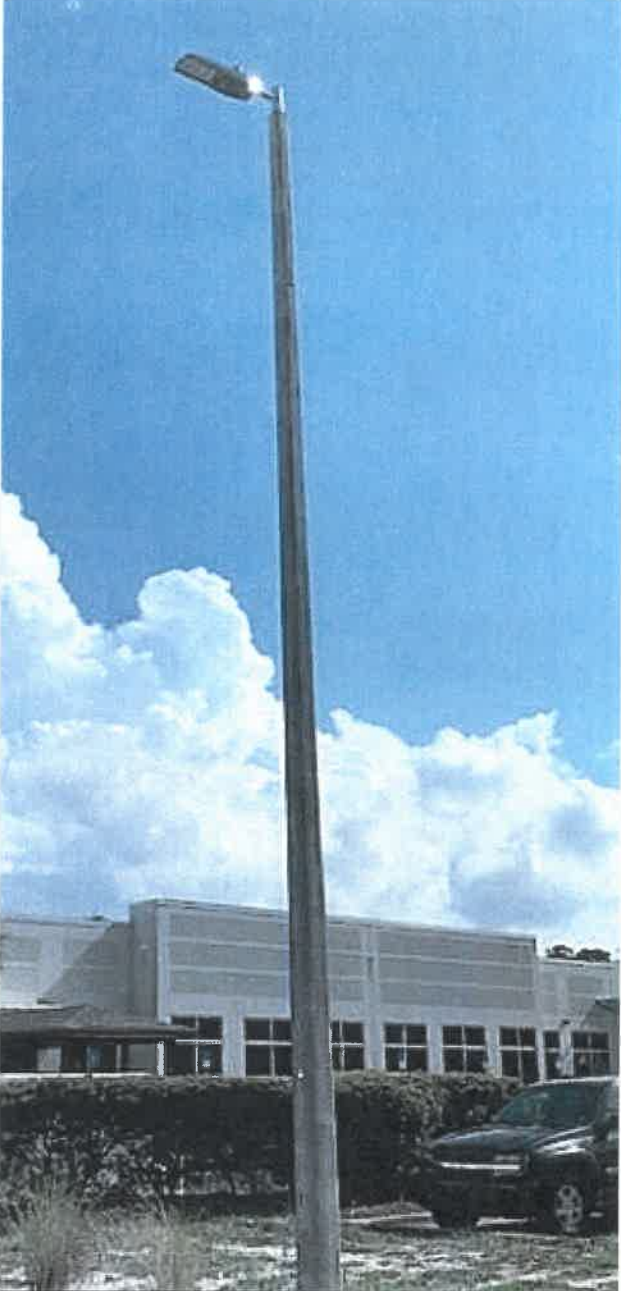
**Autobahn fixture  
w/ arm**



**Autobahn fixture  
w/ spoke**



**LED fixture side mounted  
on standard concrete pole**



**Autobahn fixture  
on Tenon top concrete pole**





The FaverGray Company  
 415 Pablo Ave. Suite 200  
 Jacksonville Beach FL 32250  
 (904) 208-2000

**REQUEST FOR CHANGE**

<b>Project Name:</b>	Panama Flats	<b>RFC #:</b>	064
<b>Project Location:</b>	100 Grand Panama Circle / PCB, FL 32407	<b>RFC Date:</b>	3/8/2022
<b>Project No:</b>	20185FL	<b>Requested By:</b>	FaverGray
THIS REQUEST FOR CHANGE/POTENTIAL CHANGE ORDER IS VALID FOR TEN (10) CALENDAR DAYS. AFTER THE TENTH DAY, THE PRICING WILL BE VOID AND MUST BE REEVALUATED DUE TO CONSTRUCTION PROGRESS. RESPONSE DUE BY: 4/8/2022			<b>Status:</b> PENDING

**GENERAL WORK DESCRIPTION:**  
 New South Overflow Parking Lot

<u>Item</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Unit</u>	<u>U/M</u>	<u>Cost</u>
1	New South Overflow Parking Lot	\$ 210,150.00	1	LS	\$ 210,150.00
<b>TOTAL CONSTRUCTION COST:</b>					<b>\$ 210,150.00</b>

<b>SUBTOTAL:</b> GL Insurance      1.26% Additional G/L Insurance Warranted by the Change Fee                    5.0% Additional Fee Warranted by the Change Bond                 0.5% Additional Bond Warranted by the Change	<b>SUBTOTAL:</b> \$ 210,150.00 ADD: \$ 2,647.89 ADD: \$ 10,639.89 ADD: \$ 1,117.19
<b>TOTAL:</b>	<b>TOTAL: \$ 224,554.97</b>

SCHEDULE IMPACT/TIME EXTENSION: n/a

NOTE: This is an RFC. This RFC includes only the charges and scope listed above.

**APPROVAL TO PROCEED WITH THE WORK**

<b>Contractor:</b> The FaverGray Company 415 Pablo Ave. Suite 200	<b>Owner:</b> 360 Panama Flats, LLC Suite 125, 3284 Northside Parkway, N.W. Atlanta, Georgia 30327
<b>By:</b>	<b>By:</b>
<b>Name and Title:</b> Marc Hirst, Project Manager	<b>Name and Title:</b>
<b>Date:</b> 3/8/2022	<b>Date:</b>



CHANGE ORDER

DATE: March 01, 2022  
COMPANY: Faver Gray  
ATTN: Marc Hirst  
PROJECT: Panama Flats

We propose to perform the following for **\$210,150.00**

- **New South Overflow Parking Lot. See the attached sheet for a breakdown of the pricing.**

This change order is valid for 30 days.

Sincerely,

*David Elmore*

David Elmore  
Estimator/ Project Manager

Accepted By: \_\_\_\_\_ Signature

\_\_\_\_\_ Print

## CO #31 - Overflow Parking

Item No.	Item Description	Qty	Unit	Unit Price	Amount
<b>Sitework</b>					
1	Site Excavation	874	CY	\$ 10.00	\$ 8,740.00
2	Fine Grading	2,480	SY	\$ 3.50	\$ 8,680.00
3	Sodding	550.0	SY	\$ 5.00	\$ 2,750.00
4	Inlet Protection	2.00	TN	\$ 500.00	\$ 1,000.00
<b>Sitework Total:</b>					<b>\$ 21,170.00</b>
<b>Storm Drainage</b>					
1	18" ADS	160.00	LF	\$ 125.00	\$ 20,000.00
2	18" MES	2.00	EA	\$ 2,500.00	\$ 5,000.00
3	C-Inlet (0-6)	2.00	EA	\$ 5,750.00	\$ 11,500.00
<b>Storm Total:</b>					<b>\$ 36,500.00</b>
<b>Pavement and Surfaces</b>					
1	Stabilized Subgrade	2480.00	SY	\$ 10.00	\$ 24,800.00
2	6" Limerock	827.00	TN	\$ 40.00	\$ 33,080.00
	2" Asphalt	287.00	TN	\$ 150.00	\$ 43,050.00
3	F Curb	1230.00	LF	\$ 35.00	\$ 43,050.00
4	Stiping/Signage	1.00	LS	\$ 3,500.00	\$ 3,500.00
<b>Pave and Surface Total:</b>					<b>\$ 147,480.00</b>
<b>Mobilization :</b>					<b>\$ 5,000.00</b>
<b>Grand Total :</b>					<b>\$ 210,150.00</b>

# ESTIMATE



## Prepared For

Steve Kilcumings  
11800 Front Beach Road, Panama City Beach,  
FL 32407  
(850) 490-5172

## Emerald Concrete & Hardscapes LLC

617 Churchill Bayou Rd  
Santa Rosa Beach, FL 32459  
Phone: (850) 253-5467  
Email: EmeraldConcreteandPaving@gmail.com  
Web: www.emeraldconcreteandpaving.com

Estimate # 2016ASPHALT  
Date 12/14/2022

## Description

## Total

Asphalt Paving + Base \$31,200.00

Remove concrete curbing and remove grass/dirt. Grade, level and compact existing sub base. Install and compact 4" limerock road base ( or equivalent ). Pave with 2" sp12.5 hot mix asphalt and vibratory roll to compact. Labor and material included. 1 year workmanship warranty. Total area measure approx 2600 sqft (16x50 and 90x20 sections)



Asphalt Paving \$54,000.00

Grade and compact existing gravel base. Pave over existing surface with 2" sp12.5 hot mix asphalt and vibratory roll to compact. Labor and material included. 1 year workmanship warranty. Total area measures 18026 sqft (67x218 and 190x18 sections)



Parking Lot Striping \$3,600.00  
For layout and striping of approx 75 spaces

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**Subtotal** \$88,800.00  

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**Total** **\$88,800.00**

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Permitting

Emerald Concrete & Hardscapes is not responsible for permits. We assume any required permit has been obtained by the owner/ general contractor upon request to start work.

Warranty Information

Defects listed below will be covered under warranty for 1 year after installation

Standing water for more than 24 hour period on pavement surface greater than 2% slope

Any depressions or holes greater than 1/4"

Any cracks greater than 1/4" wide for a constant span of 6

Any shattering of pavement caused by residential vehicle traffic

Not Included

Any and all vegetation growth

Any damage caused by vehicles weighing more then 26,000 lbs

Any crumbles edges due to vehicles driving off edge. Edges are recommended to be protected by either gravel or sod

Sealer/Paint peeling off surface

By signing this document, the customer agrees to the services and conditions outlined in this document.



---

Signed on: 02/09/2023  
John Wells

---

Steve Kilcummings

ESTIMATE



**Prepared For**

Steve Kilcumings  
11800 Front Beach Road, Panama City Beach,  
FL 32407  
(850) 490-5172

**Emerald Concrete & Hardscapes LLC**

Estimate # 2017CONCRETE

Date 12/14/2022

617 Churchill Bayou Rd  
Santa Rosa Beach, FL 32459  
Phone: (850) 253-5467  
Email: EmeraldConcreteandPaving@gmail.com  
Web: www.emeraldconcreteandpaving.com

**Description**

**Total**

Concrete Paving \$180,100.00

Remove ~4488sqft grass/dirt, Grade, level and compact existing sub base, Install and compact 4" limerock road base ( or equivalent ) where grass is removed (using existing gravel for remaining space). Prep, form, pour and finish new concrete with 4" 4000 psi concrete reinforced with fiber mesh. Labor and material included. 1 year workmanship warranty. Total area measures approx 22514 sqft

Parking Lot Striping \$3,600.00

For layout and striping of approx 75 spaces

**Subtotal** \$183,700.00

**Total** **\$183,700.00**

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## Permitting

Emerald Concrete & Hardscapes is not responsible for permits. We assume any required permit has been obtained by the owner/ general contractor upon request to start work.

## Warranty Information

Defects listed below will be covered under warranty for 1 year after installation

Standing water for more than 24 hour period on pavement surface greater than 2% slope

Any depressions or holes greater than 1/4"

Any cracks greater than 1/4" wide for a constant span of 6

Any shattering of pavement caused by residential vehicle traffic

## Not Included

Any and all vegetation growth

Any damage caused by vehicles weighing more than 26,000 lbs

Any crumbles edges due to vehicles driving off edge. Edges are recommended to be protected by either gravel or sod

Sealer/Paint peeling off surface









By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Steve Kilcummings



Derek Gilbert <dgilbert@rchospitalitysolutions.com>

**Fwd: Light poles and fixtures**

Tyler Greene <tgreene@ledlightingsupply.com>  
To: Derek Gilbert <dgilbert@rchospitalitysolutions.com>  
Cc: Stephen Kilcummings <gpmain@rchospitalitysolutions.com>

Wed, Feb 8, 2023 at 7:57 AM

Hi Derek,

Your revised quote is attached. Please note it is 2 pages.

Shipping went down from \$1920 to \$1742. The shipping quote is valid for 14 days. You are responsible for offloading poles from the truck.

I also wanted to clarify that this quote contains 2 parking lot light options:

**Option 1 - sku: MLLG-LED-SBHO2-150-50** - 1-for-1 replacement for 400W MH, 100-277V input voltage, 10 year warranty

**Option 2 - sku: MLLG-LS-LED-SB3-150-50** - 1-for-1 replacement for 400W MH, 100-277V input voltage, *value option*, 5 year warranty

So you would pick 1 of the 2 options above.

Both fixtures and the poles are in stock right now. They will ship out 5 - 7 days after payment is received.

We discussed payment on our phone call yesterday.

Our terms are full payment at the time of order either via ACH/direct deposit, check, or credit card. If paying by check, please note that we cannot reserve stock until the check is received by us and posted. So it's best to send a check priority mail to make sure we get it as soon as possible. Regular USPS mail can take 3+ weeks to get here.

Please let me know if you have any questions about our quote or the fixtures.

Looking forward to your feedback once the board meets again.

Thank you!

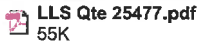


**Tyler Greene**  
Lighting Specialist

617-380-4528  
tgreene@ledlightingsupply.com  
ledlightingsupply.com  
[Get A Lighting Plan Or Quote](#)



[Quoted text hidden]



**LLS Qte 25477.pdf**  
55K



Lighting Specialist: Tyler Greene  
 Email: tgreene@ledlightingsupply.com  
 Phone: 617-380-4528

# Quote/Estimate

Estimate No. 25477  
 Date: 02/08/2023

### Bill To

Contact:  
 Company: RC Hospitality Solutions  
 Address:

Phone:  
 Email:

### Ship To

Contact: Steven Kilcumings  
 Company: RC Hospitality Solutions  
 Address:

Shipping Method	Shipping Terms	Shipping Lead Time	Payment Terms	Payment Type
Motor Freight	FOB DRK	In stock: ships in 5 - 7 days	Full Payment Required	Credit Card

Qty	Item #	Description	Unit Price	Total
12	MLLG-LED-SBHO2-150-50	150W High Output LED Area/ShoeBox V2, 24,000 lumen, 5000K, 120-277VAC, Type 5 Standard, 10 KV Surge, Bronze Housing, Add Mount and 10 year warranty	\$235.89	\$2830.68
12	MLLG-LED-SBHO2-ARM-MOUNT	Arm Mount for MLLG-LED-SBHO2-xxxW Shoebox/Area Fixture - Round and Square Pole	\$0.00	\$0.00
24	MLLG-LED-SBHO2-T3 Optic	Type 3 Optic for - MLLG-LED-SBHO2-xxxW. Requires 1 Optic for 100W and 150W and 2 optics for each 200W and 300W Unit	\$9.68	\$232.32
12	MLLG-LS-LED-SB3-150-50	150W LED Shoe Box/Area light, 19,500 Lumen, 5000k, Type III, 120-277vac, Dark Bronze, 5 year warranty and Add Mounting at no cost (ARM, SF or Trunnion).	\$187.10	\$2245.20
12	MLLG-LS-LED-SB3-AR	MLLG-LS-LED-SB3-xxx Shoebox - ARM bracket with knuckle	\$0.00	\$0.00
6	MLLG-WL-POLE-20FT-4IN-SQ-BZ	20 Foot Steel Pole, 4 In Square, Architectural bronze, 11 gauge, Bolt Circle 8-10 In, 4 sides predrilled and hole plugs included, Includes; MLLG-WL-POLE-SQTA-4In-BZ - 2 3/8 inch Pole Top Tennon, Confirms to ASTM-A 500 Grade B: Min Yield Strength-46 PSI. NO RETURNS OR EXCHANGES ON LIGHT POLES.	\$798.18	\$4789.08
6	MLLG-WL-POLE-SQ-4-NEW-KIT	Installation Kit for a new installation of a 4 Inch Square Pole. Anchor Bolts, Anchor Bolt Installation Positioning Plate, Install Base Shield and Top Cover.	\$156.52	\$939.12
1	Shipping and Handling	Please note all product must be inspected, all parts confirmed as received and any damage must be reported to LED Lighting Supply/DRK Enterprises within 7 days of receipt. After 7 days, LED Lighting Supply/DRK Enterprises is no longer responsible for damaged or missing product.	\$0.00	\$0.00

- \* Quote is valid for 14 days from date of quote.
- \* No refunds or cancellations on custom or special orders.
- \* Non-USA customers are responsible for all duties, taxes and shipping charges. Payment will be made in full before shipping unless alternative terms have been agreed to.
- \* Sales Tax will be added where applicable. If you have a Reseller or Tax Exempt Certificate, please email to your sales rep.
- \* All warranties are manufacturer warranties unless otherwise specified.

[www.ledlightingsupply.com](http://www.ledlightingsupply.com)

DRK Enterprises LLC DBA LED Lighting Supply - 1 Chestnut Street, Suite 4M, Nashua NH 03060

Qty	Item #	Description	Unit Price	Total
1	Pole Shipping and Handling	LLS/DRK Enterprises and its freight carriers do not unload Poles. Unloading Poles/Accessories is the sole responsibility of the recipient (customer) and recipient (customer) is required to provide all necessary equipment and/or manpower at the time of delivery. Please note all product must be inspected, all parts confirmed as received and any damage must be reported to the shipper at time of delivery and reported to LLS/DRK within 7 days of receipt. Delivery can take up to 2 weeks from ship date to arrive.	\$1742.00	\$1742.00
			Sub Total	\$12778.40
			Sales Tax	\$0.00
			Credit Price	\$12778.40

# Jerry Pybus Electric, Inc.

1327 North Tyndall Parkway  
Panama City, FL 32404



Phone: 1-850-784-2766  
Fax: 1-850-784-1161  
WWW.JERRYPYBUSELECTRIC.COM

Florida #EC0000510

Florida EC#13005609

PROPOSAL SUBMITTED TO:  
GRAND PANAMA BEACH RESORT

PHONE:  
850-490-5172

DATE: FEBRUARY 8, 2023-REVISED

CONTACT:  
**STEVE**  
STREET ADDRESS:  
**11800 FRONT BEACH ROAD**

EMAIL:  
GPMaint@RCHOSPITALITYSOLUTIONS.COM

CITY, STATE and ZIP CODE:  
**PANAMA CITY BEACH FL 32407**

JOB LOCATION:  
**11800 FRONT BEACH ROAD**

We hereby submit specifications and estimates for:

Labor and materials to do the following electrical work:

1. Demo six (6) existing parking lot pole lights.
2. Provide and install six (6) 20' metal (or aluminum) poles on top level of garage.
3. Provide and install twelve (12) LED 400W MH equal pole light fixtures.
4. Permit not included.
5. NOTE: Does not include troubleshooting of any issues with lack of power to pole lights. This will be done at an additional charge on a time and material basis.
6. NOTE: Current lead time on metal poles is 2-3 weeks and current lead time on aluminum poles is 18+ weeks and subject to change.
7. NOTE: Jerry Pybus Electric Inc. is not responsible for any patching, repairing or painting.

We propose to hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of: **TWENTY-EIGHT THOUSAND, EIGHT HUNDRED, TEN DOLLARS AND NO/100.....\$28,810.00**

Payment to be made as follow: **DUE UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents or delays beyond our control. Owner carry fire, tornado and other necessary insurance. Our workers are fully covered

Workman's Compensation Insurance. This Proposal may be withdrawn, if not accepted within 30 Days.

**Darryl Rudd**

Darryl Rudd AP /mc

to  
by

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. Terms: 1½% interest if not paid within 30Days. Thereafter the unpaid balance will bear an interest rate of 1½% per month. Any check returned from the bank will bear a fee of \$30.00. In consideration for the above described goods and services the individual ordering the same and/or signing below agrees to accept full responsibility for prompt payment. Also either individual is acting on behalf of and at the direct authorization of all others that may benefit from such goods and services and thus they are jointly and severally responsible for payment. This includes, but is not limited to partners, shareholders, spouse, etc. If Jerry Pybus Electric, Inc. must commence any action to recover payment for these goods and services such individuals agree to pay all cost incurred, including but not limited to, attorney fees.

**Date of Acceptance:** \_\_\_\_\_ **Sign** \_\_\_\_\_ **Print Name** \_\_\_\_\_



# Jerry Pybus Electric, Inc.

1327 North Tyndall Parkway  
Panama City, FL 32404



Phone: 1-850-784-2766  
Fax: 1-850-784-1161  
WWW.JERRYPYBUSELECTRIC.COM

Florida #EC0000510

Florida EC#13005609

PROPOSAL SUBMITTED TO:  
GRAND PANAMA BEACH RESORT

PHONE:  
850-490-5172

DATE: JANUARY 8, 2023-REVISED

CONTACT:  
STEVE  
STREET ADDRESS:  
11800 FRONT BEACH ROAD

EMAIL:  
GPMaint@RCHOSPITALITYSOLUTIONS.COM

CITY, STATE and ZIP CODE:  
PANAMA CITY BEACH FL 32407

JOB LOCATION:  
11800 FRONT BEACH ROAD

We hereby submit specifications and estimates for:

Labor and materials to do the following electrical work:

1. LABOR ONLY
2. Demo six (6) existing parking lot pole lights.
3. Install six (6) customer provided poles and light fixtures.
4. Permit not included.
5. NOTE: Does not include troubleshooting of any issues with lack of power to pole lights. This will be done at an additional charge on a time and material basis.
6. NOTE: Jerry Pybus Electric Inc. is not responsible for any patching, repairing or painting.

We propose to hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of: **SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND NO/100.....\$7,500.00**

Payment to be made as follow: **DUE UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents or delays beyond our control. Owner carry fire, tornado and other necessary insurance. Our workers are fully covered Workman's Compensation Insurance. This Proposal may be withdrawn, if not accepted within 30 Days.

Darryl Rudd

Darryl Rudd AP /mc

to  
by

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. Terms: 1½% interest if not paid within 30Days. Thereafter the unpaid balance will bear an interest rate of 1½% per month. Any check returned from the bank will bear a fee of \$30.00. In consideration for the above described goods and services the individual ordering the same and/or signing below agrees to accept full responsibility for prompt payment. Also either individual is acting on behalf of and at the direct authorization of all others that may benefit from such goods and services and thus they are jointly and severally responsible for payment. This includes, but is not limited to partners, shareholders, spouse, etc. If Jerry Pybus Electric, Inc. must commence any action to recover payment for these goods and services such individuals agree to pay all cost incurred, including but not limited to, attorney fees.

**Date of**

**Acceptance:** \_\_\_\_\_ **Sign** \_\_\_\_\_

**Print**

**Name** \_\_\_\_\_



## *Kenny Strange Electric and Service Company, Inc.*

December 5, 2022

Residential \* Commercial \* Industrial \* Wiring Repairs  
Licensed and Insured #EC13008679

**Atten:**

**Contact:** Steven Kilcummings  
**Company:** Grand Panama Beach Resort  
**Site location:** 11807 Front Beach Rd  
PCB, Fl

**Phone:** 850-490-5172  
**Email:** gpmaint@rchospitalityolutions.com

**Project:** Grand Panama Beach Resort Pole Light Replacement

Kenny Strange Electric and Service Company to provide materials, labor and permits for a complete electrical installation. In compliance with the National Electric Code, the following is being provided:

Addendums: none  
Specs: None

**Scope of Work:**

- Replace (6) existing light poles with new Provided by Others Poles
- Replace (12) existing pole light fixtures with new Provided by Others Led fixtures

**Total -----\$18,000.00**

**Note1: Quote is good for 30 days. If approval comes after that there may be a price change for materials.**

**Note2: Quote assumes that existing wiring to the poles is in good condition and can be re-used. If wiring cannot be re-used an extra fee may apply.**

**Note3: Quote is for Labor only. Poles and Fixtures to be provided by Others.**

**Please Initial \_\_\_\_\_**

## Exclusions and Qualifications:

- Kenny Strange Electric excludes any fees from power company
- Kenny Strange Electric excludes Patching or painting
- Kenny Strange Electric excludes repairs to electrical system not listed above
- Kenny Strange Electric and Service Company, INC. shall not be held liable for errors or omissions in the design of others, nor inadequacies of materials and equipment specified or supplied by others, nor negligence of others. Kenny Strange Electric and Service Company, INC. indemnification obligations shall in all cases be limited to the extent of its own actions or omissions.
- Kenny Strange Electric excludes anything (verbal or written) expressed or implied elsewhere, which is contrary to the above conditions shall be null and void.
- Kenny Strange Electric and Service Company, INC. assumes all work areas will remain accessible to us during the performance of this work.

Quote valid for **30**days. Created on **December 5, 2022**

Thank you for this opportunity and please contact me if you have any questions or need additional information.

Sincerely,  
Kenny Strange  
Mobile: 850-527-3857  
Email: [kenny@kselectricusa.com](mailto:kenny@kselectricusa.com)

Please sign below accepting the terms and products above. Thank you for your business

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Kenny Strange Electric and Service Company, Inc.

November 8, 2022

Residential \* Commercial \* Industrial \* Wiring Repairs

Licensed and Insured #EC13008679

**Atten:**

**Contact:** Steven Kilcummings

**Phone:** 850-490-5172

**Company:** Grand Panama Beach Resort

**Email:** gpmaint@rchospitalitysolutions.com

**Site location:** 11807 Front Beach Rd  
PCB, Fl

**Project:** Grand Panama Beach Resort Pole Light Replacement

Kenny Strange Electric and Service Company to provide materials, labor and permits for a complete electrical installation. In compliance with the National Electric Code, the following is being provided:

Addendums: none

Specs: None

**Scope of Work:**

- Replace (6) existing light poles with new Steel Poles
- Replace (12) existing pole light fixtures with new Led fixtures

**Total -----\$34,500.00**

**Note: Quote is based upon approval of submittals for poles and fixtures.**

**Note2: Quote is good for 30 days. If approval comes after that there may be a price change for materials.**

**Note3: Quote assumes that existing wiring to the poles is in good condition and can be re-used. If wiring cannot be re-used an extra fee may apply.**

**Please Initial \_\_\_\_\_**

2436 N East Ave, Panama City, FL 32405

Office: 850-215-8030 \* Fax: 850-215-8086 \* Email: PM@kselectricusa.com

Kenny: Cell: 850-527-3857 Email: Kenny@kselectricusa.com

## Exclusions and Qualifications:

- Kenny Strange Electric excludes any fees from power company
- Kenny Strange Electric excludes Patching or painting
- Kenny Strange Electric excludes repairs to electrical system not listed above
- Kenny Strange Electric and Service Company, INC. shall not be held liable for errors or omissions in the design of others, nor inadequacies of materials and equipment specified or supplied by others, nor negligence of others. Kenny Strange Electric and Service Company, INC. indemnification obligations shall in all cases be limited to the extent of its own actions or omissions.
- Kenny Strange Electric excludes anything (verbal or written) expressed or implied elsewhere, which is contrary to the above conditions shall be null and void.
- Kenny Strange Electric and Service Company, INC. assumes all work areas will remain accessible to us during the performance of this work.

Quote valid for **30**days. Created on **November 8, 2022**

Thank you for this opportunity and please contact me if you have any questions or need additional information.

Sincerely,  
Kenny Strange  
Mobile: 850-527-3857  
Email: [kenny@kselectricusa.com](mailto:kenny@kselectricusa.com)

Please sign below accepting the terms and products above. Thank you for your business

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**November 25, 2020**

## BeckerBALLOT

BeckerBALLOT is an easy to use, secure electronic voting platform that is compliant with state law. The platform provides the ability for community and property managers to easily create an online ballot and manage their voter roster all through a web-based interface.

Association members can easily access the platform via the internet and a standard web browser on desktop or mobile and cast their vote online. This facilitates (and often increases) member participation in important votes.

Upon signup, your association is assigned a portal with a unique URL. Each portal is maintained in a secure database and data is sequestered from any other member association using the platform. Access to the portal for both administrators and voters is made through a secure https request and all data during that interaction is encrypted. Voter account data is anonymized in the database and passwords are hash encrypted.

The following vote types are supported through the BeckerBALLOT platform:

- Board Elections
- Reserve Votes
- Amendment Votes
- Alteration Votes

The platform will also support any other Yes/No vote type.

Attachments can be added to each question and candidate information statements can be attached to each candidate name for Board Election Votes.

After voting, a voter will see their ballot confirmation in their browser and will receive an email confirmation of their vote.

The BeckerBALLOT platform provides reporting to vote administrators including:

- Voter registration status
- Voter participation status
- Vote tally (approximately 1 minute after the vote closes)
- Vote receipt reports (anonymized)

The vote data is stored in the database and available for reference.

Below is a link to a quick explainer video of the voter experience:

[https://youtu.be/KF\\_ITvULplU](https://youtu.be/KF_ITvULplU)

**Pricing:**

Becker clients:

>\$350/single vote option

>\$700/unlimited voting for the year

Non-Becker clients:

>\$750/single vote option

>\$1080/unlimited voting for the year

>>To sign up, please go to [www.beckerballot.com](http://www.beckerballot.com) and hit purchase now in the top right corner of the site.



Derek Gilbert &lt;dgilbert@rchospitalityolutions.com&gt;

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## Grand Panama Beach Resort Condo: BeckerBALLOT

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Andrea Wolkofsky <andrea@partnerwithshyft.com>  
To: dgilbert@rchospitalityolutions.com

Wed, Feb 1, 2023 at 12:41 PM

Hi Derek, thanks for reaching out in regards to information on electronic voting.

[BeckerBALLOT.com](https://BeckerBALLOT.com) is our online voting platform for associations that wish to utilize electronic voting. You can [view a software demo here](#) and get a good understanding of how the software works and how easy and simple it is - saving your associations (or you) time, and money and increasing voter participation.

**Pricing is on our website, but I'll list it out below as well. If your association uses Becker as their attorney, you do receive premium pricing, although many of our clients are not clients of Becker.**

**Becker clients:**

Single vote: \$350 +\$250 set up and support fee

Unlimited voting/year including surveys: \$700 +\$250 set up and support fee

**Non Becker clients:**

Single vote: \$750 +\$250 set up and support fee

Unlimited voting/year including surveys: \$1080 +\$250 set up and support fee

I've also attached a document you can share with your board as you are looking at options. Please let me know if you have any questions once you have had a chance to review the video and attached document.

Thanks!  
Andrea

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Curious what we've been up to? [Click here](#)

Creating brand loyalty through authenticity.

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**BeckerBALLOT outline.pdf**  
39K





Derek Gilbert &lt;dgilbert@rchospitalitysolutions.com&gt;

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**Grand Panama Beach Resort Condo: BeckerBALLOT**

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Andrea Wolkofsky <andrea@partnerwithshyft.com>  
To: Derek Gilbert <dgilbert@rchospitalitysolutions.com>

Wed, Feb 1, 2023 at 3:06 PM

Hi Derek, answers to your questions below!

Also, before I answer, I ALWAYS recommend an association talk with their attorney to understand the rules of electronic voting - we are not attorney's and can not give out legal advice.

- It appears the setup is based on whether the Owners opt-in for electronic voting capabilities by signing a document as such with the Association. So it could be 30 Owners who opt-in to use it or would all Owners for the Association ultimately have to opt-in?

In Florida, owners have to consent to vote online. That form is usually provided by the attorney to the association who has their members fill it out - whoever consents to vote online will then be added to the voter roster and uploaded to the system for the electronic voting process.

Owners do not HAVE to consent to vote online. For the ones that do not provide consent, they would continue doing what they normally do - voting by paper ballots.

Grand Panama has an Association attorney already so it would be the non-Becker option and I'm pretty certain the unlimited voting for a year option. Is this per Owner or \$1080 total for the Association plus the setup fee?

Yes the \$1080 is the subscription for the unlimited use of the software for the year, including surveys. We do also have a \$250 set/support fee that is not discussed in the video but you see it on our website and at 'check out'. That is for our support in working with you to upload your voter roster, build your online ballots (with the info you provide to us), send screen shots to your attorney for review prior to the vote going live, etc.

This \$1080 is not per owner (that would be crazy) It is a yearly fee the association pays to use the software product.

How does it work if some Owners opt-in and other Owners choose to go the secret ballot route with sealed envelopes? Would those sealed envelopes need to be given to the online tally or vice versa?

We do not get involved in the paper ballot process. For those owners who are not voting electronically, you will continue to do what you normally do with their paper ballots. When the election or vote is completed, you can pull reports of the electronic voting and then match them, combine them with your paper ballot tallies.

[Quoted text hidden]