

# DESTINATION PANAMA CITY REGULAR MEETING

Location: Bay County Government Complex 840 West 11<sup>th</sup> Street, Panama City, FL 32401 April 25, 2023

(Immediately following City of Panama City Board Meeting)

- 1) Roll Call
- 2) Approval of Minutes February 28, 2023
- 3) Acceptance of TDT Revenue Reports FY23 Collections thru February 2023
- 4) Financial Status Report Period Ending March 31, 2023
- 5) Board Member Vacancy and Recommendation
- 6) Authorize CEO to seek alternate architectural services StA School
- 7) Authorize advertisement of construction RFP for Visitor's Center storage expansion
- 8) Request to update Facility Use policy
- 9) CEO Update
  - a) Marketing
    - i) Hotelbeds.com
    - ii) Advance Travel & Tourism
  - b) Public Relations
    - i) LRC Report
    - ii) Hosted Familiarization Tours
    - iii) Participation in Southeast Tourism Society Domestic Showcase
- 10) Adjournment

dba Des	mmunity Development Council stination Panama City nda Item Summary					
1. PRESENTER NAME: Jennifer M. Vigil President & CEO	2. MEETING DATE: 4/25/2023					
3. REQUESTED MOTION/ACTION:	<b>_</b>					
Board accept the Board Meeting Minutes of 2	/28/2023 as presented.					
PRESENTATION BUDGET ACTION: FINANCIAL IMPACT SU  CONSENT	UDGETED (IF APPLICABLE)?: YES \( \) NO \( \) IF NO, STATE ACTION REQUIRED \( \) N/A  UMMARY STATEMENT:  ATTACHED?: YES \( \) NO \( \)					
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)						
Board Meeting Minutes of 2/28/2023 have been been been been been been been be	en prepared for review and acceptance.					



# DESTINATION PANAMA CITY SPECIAL MEETING

Location: Bay County Government Complex 840 West 11<sup>th</sup> Street, Panama City, FL 32401 February 28, 2023 (Immediately following City of Panama City Board Meeting)

#### 1) Roll Call

- a) Chairman Banker, Board Member Brudnicki, Board Member Haligas, Board Member Rader, and Board Member Street were present. Board Members Brown and Pilla were absent.
- 2) Approval of Minutes January 24, 2023
  - a) Motion to approve the Minutes of the January 24, 2023 regular meeting was made by Board Member Brudnicki and seconded by Board Member Rader. The motion passed unanimously.
- 3) Acceptance of TDT Revenue Reports FY23 Collections thru December 2022
  - a) Motion to accept the TDT Revenue Reports as presented was made by Board Member Rader and seconded by Board Member Brudnicki. Motion passed unanimously.
- 4) Financial Status Report Period Ending January 31, 2022
  - a) Motion to accept the Financial Status Report as presented was made by Board Member Brudnicki and seconded by Board Member Street. The motion passed unanimously.
- 5) St. Andrews School Lease
  - a) CEO Vigil requested a motion by the Board to authorize her to negotiate a lease for St Andrews School facility. The lease procurement will be one of the first steps in realizing the Robin Malpass Recommendations for a creative, cultural, and historic center on the property. CEO Vigil also confirmed coordination with Stone Loft Boat Company had already been initiated.

- b) Board Member Street made a motion to authorize CEO Vigil to begin the lease negotiations. Chairman Banker seconded the motion and it passed unanimously.
- 6) St. Andrews School Historic Preservation Matching Funds Commitment
  - a) CEO Vigil explained that the Historic Waterfront Partnership and the City of Panama City staff had worked diligently on a Historic Preservation Grant that was currently seated in a favorable position for funding. CEO Vigil requested the DPC Board commit DPC opportunity reserve funds of \$500,000 be used as the matching grant funds.
  - b) Board Member Haligas motioned to authorize CEO Vigil to commit the \$500,000 DPC opportunity reserve funds towards the Historic Preservation Grant as matching funds if the grant is awarded for the project. Board Member Street seconded the motion and it passed unanimously.

#### 7) RAISE Grant Resolution

- a) CEO Vigil requested Board Member Street go over the nuances of the RAISE Grant Resolution and letter of support. Board Member Street stated there would be no financial commitments on the part of Destination Panama City, but that because the St Andrews School project was in the vicinity of the RAISE Grant project area it could be used in the benefit cost analysis that would increase the grants overall ranking.
- b) Board Member Brudnicki motioned adopt the Resolution and authorize CEO Vigil to send the letter of support for the City of Panama City's RAISE Grant application. The motion was seconded by Board Member Rader. The motion passed unanimously.
- 8) St. Patrick's Day Event Grant Sponsorship Recommendation
  - a) CEO Vigil presented the St Patrick's Day event grant application to the Board and recommended the Board approve reimbursement not to exceed \$15,000.00 stating the event was growing annually and the event coordinator, Bobby Beard, had been diligently planning the expansion of the event to two days.
  - b) Board Member Haligas stated she felt this event could become a City signature event and felt the Board should support the recommendation.

c) Board Member Brudnicki motioned to award an event reimbursement grant not to exceed \$15,000.00, followed by a second from Board Member Street. The motion passed unanimously.

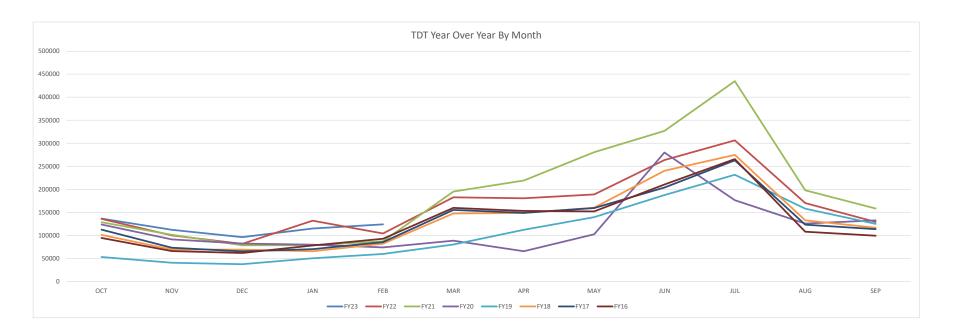
Board Member Haligas inquired if any communication had been received from Bay District Schools regarding the allowance of alcoholic beverages in the performing arts and football stadium if it is rented out by the City to support local organizations (like Panama City Music Association, Childrens Advocacy Center, Panama City Symphony, etc). CEO Vigil stated she had no update. City Manager McQueen stated that while the City does have an MOA with the school district, they are unwilling to reconsider the alcohol prohibition on school district property. Board Member Haligas inquired what course of action would be required to change the policy, to which Mr. McQueen responded Bay District School Board action would be required to change the current policy.

#### 9) CEO Update

- a) CEO Vigil stated that Board Member Pilla was absent because he had to resign. His promotion to a new hotel resulted in his new position not meeting the requirements of the seat he was holding, which was GM or Owner with more than 100 rooms. She stated they'd like to provide a letter or plaque for his service.
- b) CEO Vigil stated action items for storage expansion at the new Visitor's Center would be on the next agenda.
- c) CEO Vigil stated that Destination Panama City had sponsored the Nao Trinidad, floating museum commemorating the 500<sup>th</sup> anniversary of Magellan's circumnavigational trip around the world, to visit Panama City on two occasions. The sponsorship allowed DPC to provide 300 free tickets to the community that were distributed with the assistance of Bay District Schools.
- d) CEO Vigil stated that the Holi Festival of Colors which was planned to be the following Saturday had not submitted their City Special Event permit and they would likely be seeking an expedited approval. She stated the DPC team was ready to host the event if the City could assist with the event permitting.

- e) CEO Vigil informed the Board that as her role as President of the Explore Northwest Florida regional ecotourism board, that she had been working in conjunction with FSU-PC to bring an Ecotourism Showcase to Panama City for mid-October 2023.
- 10) The meeting was adjourned.

Panama City Community Developm dba Destination Panama C Agenda Item Summary	City
1. PRESENTER NAME:	2. MEETING DATE:
Jennifer M. Vigil President & CEO	4/25/2023
3. REQUESTED MOTION/ACTION:	
Board approve the Tourist Development Tax collections as reported by Bay	y County Clerk of Court.
4. AGENDA  PRESENTATION PUBLIC HEARING CONSENT REGULAR  5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED?: YES \( \) NO \( \)	'ES 🗌 NO 🗌 IF NO, STATE ACTION REQUIRED 🗌 N/A
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (VI)  Tourist Development Taxes are collected by Bay County Clerk of Court City.	

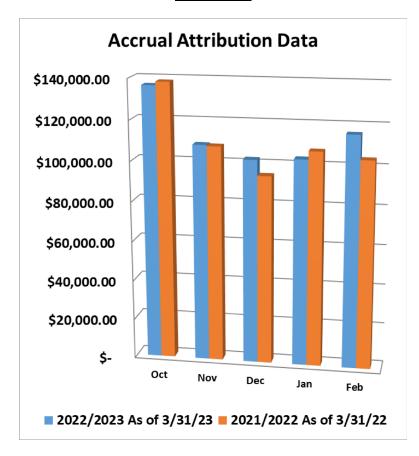


	FY23	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15
ОСТ	136847.79	135,808.08	128,768.79	123,861.73	53,465.19	101,281.73	112,754.00	94,571.27	-
NOV	112426.73	100,118.98	101,630.73	91,643.79	40,942.54	69,765.50	73,327.00	66,059.88	-
DEC	96,525.57	81,802.37	78,649.26	82,443.03	37,691.14	69,355.65	65,657.00	62,079.90	-
JAN	115,133.81	132,165.89	78,908.76	79,980.05	50,642.49	66,053.88	70,339.00	78,155.39	63,069.50
FEB	124,075.17	104,387.19	87,288.10	73,996.73	59,891.56	82,266.95	85,637.00	92,804.00	87,845.52
MAR		182,793.74	195,307.74	88,811.23	80,393.83	147,842.53	155,229.00	159,731.00	200,483.24
APR		180,812.49	219,349.92	66,107.75	112,406.97	148,755.72	149,230.00	153,227.00	130,848.26
MAY		188,943.25	280,541.00	102,481.39	139,913.92	160,287.99	159,517.00	152,286.00	146,220.71
JUN		263,818.71	326,761.40	280,201.96	187,808.86	240,405.16	203,829.00	210,619.00	201,906.34
JUL		306,533.79	434,980.46	176,685.02	231,805.34	275,072.33	262,982.00	265,911.00	238,143.02
AUG		170,409.27	197,980.46	125,871.61	158,028.14	132,766.82	123,488.00	108,223.00	118,070.60
SEP		129,369.86	158,520.08	132,963.41	125,158.45	116,889.75	113,733.00	99,494.00	95,907.58
TOTAL		1,976,963.62	2,288,686.70	1,425,047.70	1,278,148.43	1,610,744.01	1,575,722.00	1,543,161.44	1,282,494.77



#### **Tourist Development Tax, Bay County, Florida**

#### Panama City



				Accrual At	trib	ution Data			
	<u>20</u>	022/2023 As	<u>2</u> (	021/2022 As	1	/ariance	<u>Variance %</u>		2021/2022
		of 3/31/23		of 3/31/22				<u>FI</u>	NAL 3/31/23
Oct	\$	136,389.24	\$	138,218.31	\$	(1,829.07)	-1.32%	\$	139,707.69
Nov	\$	108,428.32	\$	107,978.17	\$	450.15	0.42%	\$	109,519.77
Dec	\$	102,065.75	\$	94,406.13	\$	7,659.62	8.11%	\$	106,142.20
Jan	4	103,117.17	\$	107,162.15	4	(4,044.98)	-3.77%	\$	107,673.68
Feb	4	115,781.40	\$	103,829.83	4	11,951.57	11.51%	\$	105,041.08
Mar-Sep	\$	636.76	\$	392.26					
	\$	566,418.64	\$	551,986.85	\$	14,431.79	2.61%	\$	568,084.42

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# Tourist Development Tax, Bay County, Florida

#### 102,065.75 18,590.43 136,389.24 108,428.32 103,117.17 115,781.40 585,009.07 <del>\$</del> ₩ ₩ ↔ ₩ ₩ ₩ ₩ ₩ 197.44 240.41 3,443.23 1,565.39 2,707.53 115,284.41 636.76 124,075.17 Mar FY2023 Cash/Accrual Breakdown S ↔ 95,520.78 \$ 3,101.74 \$ ₩ S \$ 00.09 ₩ \$ 10,587.04 488.40 496.99 \$100,409.64 \$ 96,525.57 \$115,133.81 Feb ↔ 600.00 139.26 265.53 Jan Collected in S S 635.89 4,347.53 \$ 112,426.73 107,443.31 Dec Panama City S S 33.64 5,202.11 131,612.04 \$ 136,847.79 Nov s Post

% N Dec

Pre Oct Feb

Mar Apr

Attributed period

Jan

May

Jun 3 Aug Sep

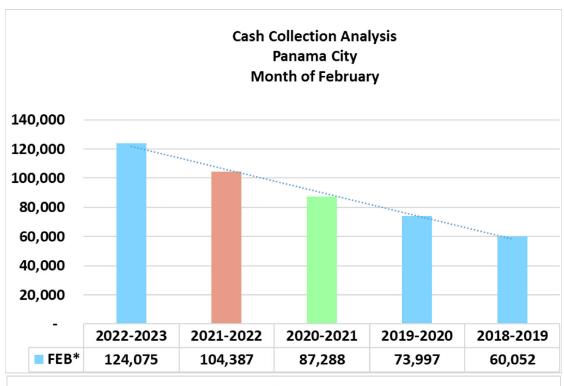
636.76

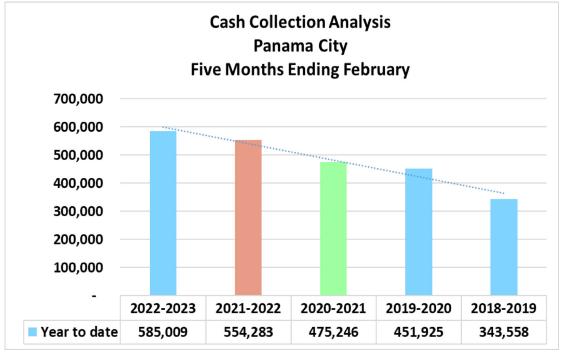
Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402 Express Delivery: 225 McKenzie Ave, Panama City, Florida 32401 Fax: (850) 747-5212 Phone: (850) 747-5226

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#### Tourist Development Tax, Bay County, Florida





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	City Community Developm Iba Destination Panama C Agenda Item Summary	City
1. PRESENTER NAME: Jennifer M. Vigil President & CEO		2. MEETING DATE: 4/25/2023
3. REQUESTED MOTION/ACTION:  Board accept the financial status re	eports as presented for period ending M	larch 31, 2023.
PRESENTATION BUDGE FINAL BUDGE	THIS ITEM BUDGETED (IF APPLICABLE)?: YEST ACTION: NCIAL IMPACT SUMMARY STATEMENT: ILED ANALYSIS ATTACHED?: YES \( \Boxed{\text{NO}}\) NO \( \Boxed{\text{NO}}\)	YES   NO   IF NO, STATE ACTION REQUIRED   N/A
	ackage for Board review and approval.	WHO, WHERE, WHEN & HOW)

#### Statement of Net Position

As of March 31, 2023

Current Assets         60,154,55           Bank Accounts         660,154,55           Total Bank Accounts         660,154,55           Accounts Receivable         11,900 Accounts Receivable (A/R)           1 1500 Accounts Receivable (A/R)         149,472,48           Total Current Assets         \$10,000 Accounts Receivable (A/R)           Fixed Assets         1500 Allowance for Depreciation         99,767,00           16600 Fixed Prop Machinery & Equipment         16,665,00           16610 Buildings & Land         1,300,555,00           16610 Further & Fittings         2,730,00           Total Fixed Assets         \$1,340,183,00           IABILITIES AND EQUITY         \$1,340,183,00           IABILITIES AND EQUITY         \$1,340,183,00           IABILITIES AND EQUITY         \$1,000,00           IABILITIES AND EQUITY         \$		TOTAL
Bank Accounts         660.154.50           Total Bank Accounts         660.154.50           Accounts Receivable         11500 Accounts Receivable (A/R)         149.472.48           11500 Accounts Receivable (A/R)         149.472.48           Total Accounts Receivable         \$808.627.07           Fixed Assets         8808.627.07           Fixed Assets         Fixed Assets           16500 Allowance for Depreciation         9.97.00           16601 Buildings & Land         1.96.055.00           16610 Buildings & Land         1.96.055.00           1701A Assets         \$1.400.00           1701A Assets         \$1.400.00           1801ETIES AND EQUITY         \$1.000.00           1801ETIES AND EQUITY         \$1.000.00           1802CO Accounts Payable (A/P)         91.007.10	ASSETS	
10001 Checking - Bankcorp South         660.154.55           Total Bank Accounts         \$600,154.55           Accounts Receivable         149.472.46           Total Accounts Receivable (A/R)         149.472.46           Total Accounts Receivable         \$149.472.46           Total Accounts Receivable         \$149.472.46           Total Accounts Receivable         \$149.472.46           Total Accounts Receivable         \$149.472.46           Total Current Assets         \$39.670.00           16600 Fixed Prop Machinery & Equipment         16.605.00           16601 Buildings & Land         1.360,555.00           16610 Fixed Prop Machinery & Equipment         16.630 Furniture & Fittings           1701al Fixed Assets         \$1,340,180.00           1701al Fixed Assets         \$1,440,180.00           1701al Fixed Assets         \$1,440,180.00           1701al Fixed Assets         \$1,400.00           1801LTIES AND EQUITY         \$1,000.00           1.001al Exercity         \$1,000.00           20200 Accounts Payable (A/P)         \$1,007.16           20200 Accounts Payable (A/P)         \$1,000.00           21601 Accounts Payable         \$1,000.00           21600 Compensated Absences         \$5,891.00           21601 Accrued Payroll	Current Assets	
Total Bank Accounts         \$660,154.56           Accounts Receivable         11500 Accounts Receivable (A/R)         149,472.46           Total Accounts Receivable (A/R)         \$149,472.46           Total Current Assets         \$809,627.07           Fixed Assets         16500 Allowance for Depreciation         9,767.00           16600 Fixed Prop Machinery & Equipment         16,665.00           16610 Buildings & Land         1,360,555.00           16610 Fixed Assets         \$1,340,183.00           OTAL Fixed Assets         \$1,340,183.00           OTAL ASSETS         \$2,149,810.00           IABILITIES AND EQUITY         Intelligible           Current Liabilities         \$1,087.16           Current Liabilities         \$91,087.16           Current Liabilities         \$91,087.16           Other Current Liabilities         \$91,087.16           Other Current Liabilities         \$100,000.00           21600 Compensated Absences         \$100,000.00           21601 Accrued Payroll         2,660.15           Payroll Liabilities         2,860.15           21802 Federal Taxes (941/943/944)         2,785.83           21802 Federal Taxes (941/943/944)         2,785.83           21802 Federal Insurance         3,023.16		
Accounts Receivable 11500 Accounts Receivable (A/R) 11500 Accounts Receivable (A/R) 11500 Accounts Receivable 11500 Accounts Payable 11500	· · · · · · · · · · · · · · · · · · ·	
11500 Accounts Receivable (A/R)         149.472.48           Total Accounts Receivable         \$149.472.48           Total Current Assets         \$809,627.07           Fixed Assets         ****           16500 Allowance for Depreciation         -39,767.00           16600 Fixed Prop Machinery & Equipment         16,665.00           16610 Buildings & Land         1,360,555.00           16630 Furniture & Fittings         2,730.00           Total Fixed Assets         \$1,340,183.00           OTAL ASSETS         \$2,149,810.07           IABILITIES AND EQUITY         ***           Liabilities         ***           Current Liabilities         ***           Accounts Payable         ***           20200 Accounts Payable         ***           Other Current Liabilities         ***           21601 Accounts Payable         ***           20400 Advance Deposits         100,000.00           21601 Account Payroll         2,660.15           Payroll Liabilities         ***           21801 Federal Trace (941/943/944)         2,785.30           21802 Federal Unemployment (940)         188.25           21803 FL Unemployment Tax         1,515.38           21825 Vision Insurance         0,00	Total Bank Accounts	\$660,154.59
Total Accounts Receivable         \$149,472.48           Total Current Assets         \$809,627.07           Fixed Assets         \$16500 Allowance for Depreciation         39,767.00           16500 Pixed Prop Machinery & Equipment         16,665.00           16610 Buildings & Land         1,360,555.00           16630 Fixed Assets         2,730.00           OTAL ASSETS         \$1,340,183.00           IABILITIES AND EQUITY         \$1,340,183.00           Liabilities         Current Liabilities           Current Liabilities         \$1,000,70           Total Accounts Payable (A/P)         91,087,16           Other Current Liabilities         \$1,000,00           Other Current Liabilities         \$1,000,00           21600 Compensated Absences         35,891.00           21601 Accoude Payroll         2,600,18           Payroll Liabilities         2,785.83           21801 Federal Taxes (941/943/944)         2,785.83           21802 Federal Unemployment (940)         188.25           21802 Federal Unemployment (940)         1,515.38           21822 Federal Insurance         3,023.18           21822 Federal Insurance         0,00           21822 Federal Insurance         0,00           21822 Federal Insurance         0,00	Accounts Receivable	
Total Current Assets         \$809,627.07           Fixed Assets         16500 Allowance for Depreciation         -39,767.00           16600 Fixed Prop Machinery & Equipment         16,665.00           16610 Buildings & Land         1,360,555.00           16630 Furniture & Fittings         2,730.00           Total Fixed Assets         \$1,340,183.00           OTAL ASSETS         \$2,149,810.07           IABILITIES AND EQUITY         Current Liabilities           Current Liabilities         \$1,000,000           20200 Accounts Payable         \$1,087.16           20200 Accounts Payable (A/P)         91,087.16           Other Current Liabilities         \$100,000.00           20400 Advance Deposits         100,000.00           21601 Compensated Absences         35,991.00           21601 Accrued Payroll         2,660.15           Payroll Liabilities         2,785.83           21801 Federal Taxes (941/943/944)         2,785.83           21802 Federal Unemployment (940)         188.25           21803 FL Unemployment Tax         1,515.38           21825 Vision Insurance         3,023.16           21825 Vision Insurance         0,00           21825 Vision Insurance         0,00           21826 Vision Insurance         0,00	11500 Accounts Receivable (A/R)	149,472.48
Fixed Assets         39,767.00           16500 Allowance for Depreciation         39,767.00           16600 Fixed Prop Machinery & Equipment         16,665.00           16610 Buildings & Land         1,360,555.00           16630 Furniture & Fittings         2,730.00           Total Fixed Assets         \$1,340,183.00           OTAL ASSETS         \$2,149,810.07           ABILITIES AND EQUITY         Secondary Secondar	Total Accounts Receivable	\$149,472.48
16500 Allowance for Depreciation       39,767.00         16600 Fixed Prop Machinery & Equipment       16,665.00         16610 Buildings & Land       1,360,555.00         16630 Furniture & Fittings       2,730.00         Total Fixed Assets       \$1,340,183.00         OTAL ASSETS       \$2,149,810.07         ABILITIES AND EQUITY       ************************************	Total Current Assets	\$809,627.07
16600 Fixed Prop Machinery & Equipment         16,665.00           16610 Buildings & Land         1,360,555.00           16630 Furniture & Fittings         2,730.00           Total Fixed Assets         \$1,340,183.00           OTAL ASSETS         \$2,149,810.07           IABILITIES AND EQUITY         ************************************	Fixed Assets	
16610 Buildings & Land         1,360,555,00           16630 Furniture & Fittings         2,730,00           Total Fixed Assets         \$1,340,183,00           OTAL ASSETS         \$2,149,810,07           IABILITIES AND EQUITY         ************************************	16500 Allowance for Depreciation	-39,767.00
16630 Furniture & Fittings         2,730,00           Total Fixed Assets         \$1,340,183,00           OTAL ASSETS         \$2,149,810,07           IABILITIES AND EQUITY         Liabilities           Current Liabilities         Current Payable           Accounts Payable         \$1,087,16           20200 Accounts Payable (A/P)         91,087,16           Other Current Liabilities         20400 Advance Deposits         100,000,00           21600 Compensated Absences         35,891,00           21601 Accrued Payroll         2,660,15           Payroll Liabilities         2,785,83           21802 Federal Unemployment (940)         1,882,5           21803 FL Unemployment Tax         1,515,38           21821 Health Insurance         -0,023,15           21822 Dental Insurance         0,08           21825 Vision Insurance         0,08           21825 Vision Insurance         0,08           21827 Payroll Liabilities         1,466,48           Total Other Current Liabilities         \$140,017,64	16600 Fixed Prop Machinery & Equipment	16,665.00
Total Fixed Assets         \$1,340,183.00           OTAL ASSETS         \$2,149,810.07           IABILITIES AND EQUITY           Liabilities         Current Liabilities           Accounts Payable         20200 Accounts Payable (A/P)         91,087.16           Total Accounts Payable         \$91,087.16           Other Current Liabilities         20400 Advance Deposits         100,000.00           21600 Compensated Absences         35,891.00           21601 Accrued Payroll         2,660.15           Payroll Liabilities         2,882.00           21801 Federal Taxes (941/943/944)         2,785.83           21802 Federal Unemployment (940)         188.25           21803 FL Unemployment Tax         1,515.36           21822 Dental Insurance         -3,023.15           21822 Dental Insurance         -0.08           21825 Vision Insurance         0.08           Total Payroll Liabilities         1,466.48           Total Other Current Liabilities         \$140,017.64           Total Current Liabilities         \$231,104.80	16610 Buildings & Land	1,360,555.00
OTAL ASSETS         \$2,149,810.07           IABILITIES AND EQUITY         IABILITIES AND EQUITY           Liabilities         Current Liabilities           Accounts Payable         \$1,087.16           20200 Accounts Payable (A/P)         91,087.16           Other Current Liabilities         \$91,087.16           Other Current Liabilities         \$100,000.00           21600 Compensated Absences         35,891.00           21601 Accrued Payroll         2,660.15           Payroll Liabilities         21801 Federal Taxes (941/943/944)         2,785.83           21802 Federal Unemployment (940)         188.25           21803 FL Unemployment Tax         1,515.38           21821 Health Insurance         3,023.15           21822 Dental Insurance         0.06           21825 Vision Insurance         0.08           Total Payroll Liabilities         1,466.49           Total Other Current Liabilities         \$140,017.64           Total Current Liabilities         \$231,104.80	16630 Furniture & Fittings	2,730.00
IABILITIES AND EQUITY         Liabilities       Current Liabilities         Accounts Payable       \$1,087.16         20200 Accounts Payable (A/P)       \$1,087.16         Total Accounts Payable       \$91,087.16         Other Current Liabilities       100,000.00         20400 Advance Deposits       100,000.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Other Current Liabilities       \$231,104.80	Total Fixed Assets	\$1,340,183.00
Liabilities         Current Liabilities         Accounts Payable         20200 Accounts Payable       \$91,087.16         Total Accounts Payable         0ther Current Liabilities       \$91,087.16         20400 Advance Deposits       100,000.00         21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         21825 Vision Insurance       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Other Current Liabilities       \$231,104.80	OTAL ASSETS	\$2,149,810.07
Current Liabilities         Accounts Payable       91,087.16         20200 Accounts Payable (A/P)       91,087.16         Total Accounts Payable       \$91,087.16         Other Current Liabilities       100,000.00         20400 Advance Deposits       100,000.00         21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$231,104.80	IABILITIES AND EQUITY	
Accounts Payable       20200 Accounts Payable (A/P)       91,087.16         Total Accounts Payable       \$91,087.16         Other Current Liabilities       20400 Advance Deposits       100,000.00         21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.06         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.48         Total Other Current Liabilities       \$231,104.80	Liabilities	
20200 Accounts Payable (A/P)       91,087.16         Total Accounts Payable       \$91,087.16         Other Current Liabilities       100,000.00         20400 Advance Deposits       100,000.00         21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.08         Total Payroll Liabilities       1,466.48         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	Current Liabilities	
Total Accounts Payable         \$91,087.16           Other Current Liabilities         100,000.00           20400 Advance Deposits         100,000.00           21600 Compensated Absences         35,891.00           21601 Accrued Payroll         2,660.15           Payroll Liabilities         21801 Federal Taxes (941/943/944)         2,785.83           21802 Federal Unemployment (940)         188.25           21803 FL Unemployment Tax         1,515.38           21821 Health Insurance         -3,023.15           21822 Dental Insurance         0.06           21825 Vision Insurance         0.08           Total Payroll Liabilities         1,466.49           Total Other Current Liabilities         \$231,104.80	Accounts Payable	
Other Current Liabilities       100,000.00         20400 Advance Deposits       100,000.00         21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.06         21825 Vision Insurance       0.08         Total Payroll Liabilities       \$146,49         Total Current Liabilities       \$231,104.80	20200 Accounts Payable (A/P)	91,087.16
20400 Advance Deposits       100,000.00         21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	Total Accounts Payable	\$91,087.16
21600 Compensated Absences       35,891.00         21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	Other Current Liabilities	
21601 Accrued Payroll       2,660.15         Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       \$140,017.64         Total Other Current Liabilities       \$231,104.80	20400 Advance Deposits	100,000.00
Payroll Liabilities       21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	21600 Compensated Absences	35,891.00
21801 Federal Taxes (941/943/944)       2,785.83         21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$231,104.80	21601 Accrued Payroll	2,660.15
21802 Federal Unemployment (940)       188.25         21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	Payroll Liabilities	
21803 FL Unemployment Tax       1,515.38         21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	21801 Federal Taxes (941/943/944)	2,785.83
21821 Health Insurance       -3,023.15         21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	21802 Federal Unemployment (940)	188.25
21822 Dental Insurance       0.10         21825 Vision Insurance       0.08         Total Payroll Liabilities       1,466.49         Total Other Current Liabilities       \$140,017.64         Total Current Liabilities       \$231,104.80	21803 FL Unemployment Tax	1,515.38
21825 Vision Insurance0.08Total Payroll Liabilities1,466.49Total Other Current Liabilities\$140,017.64Total Current Liabilities\$231,104.80	21821 Health Insurance	-3,023.15
Total Payroll Liabilities 1,466.49 Total Other Current Liabilities \$140,017.64 Total Current Liabilities \$231,104.80	21822 Dental Insurance	0.10
Total Other Current Liabilities \$140,017.64  Total Current Liabilities \$231,104.80	21825 Vision Insurance	0.08
Total Current Liabilities \$231,104.80	Total Payroll Liabilities	1,466.49
<u> </u>	Total Other Current Liabilities	\$140,017.64
Total Liabilities \$231,104.80	Total Current Liabilities	\$231,104.80
	Total Liabilities	\$231,104.80

#### Statement of Net Position

As of March 31, 2023

	TOTAL
Equity	
27100 Fund Balance - Unrestricted	1,707,885.62
Retained Earnings	194,086.65
Net Income	16,733.00
Total Equity	\$1,918,705.27
TOTAL LIABILITIES AND EQUITY	\$2,149,810.07

# Statement of Revenues, Expenses and Change in Net Position March 2023

		TOTAL
	MAR 2023	OCT 2022 - MAR 2023 (YTD)
Income		
31000 Bay County TDC Contract	149,472.48	733,811.57
35000 Event Income		11,028.53
36200 Facility Rent Income	50.00	629.65
366140 Pvt Contribs & Donations	10.00	10.00
38000 Interest Income	428.14	2,187.10
39000 Misc Revenue		784.32
Total Income	\$149,960.62	\$748,451.17
Expenses		
51200 Regular Salaries	32,704.07	144,157.91
52100 FICA	2,482.20	10,894.98
52200 Retirement Contributions	2,045.88	8,936.11
52207 Health Insurance	2,818.08	16,908.46
52208 Dental Insurance	203.20	1,150.64
52300 Life Insurance	41.20	236.90
52500 Unemployment Insurance	102.36	2,088.41
53100 Professional Services	375.00	2,400.00
53200 Accounting & Auditing		14,957.04
53400 Other Contractual	754.84	6,877.56
53401 Marketing Contractual Services	11,213.00	96,699.50
54000 Travel per Diem Staff	2,759.38	11,290.40
54001 Travel Per Diem Non-Staff	382.94	749.48
54100 Communications	841.20	5,012.33
54200 Postage & Freight	1,241.68	2,947.88
54300 Utility	339.03	4,660.93
54400 Rentals & Leases	253.32	2,110.42
54500 Insurance		1,015.86
54600 Repair & Maintenance		7,350.36
54700 Printing & Binding		766.11
54800 Promotional Activities	88,187.74	328,119.27
54900 Other Current Charges	25.36	17,566.10
55100 Office Supplies	77.95	251.20
55200 Operating Supplies	546.32	4,135.48
55400 Books, Pubs, Memberships	533.12	29,156.58
55500 Training	1,570.00	2,250.49
56400 Machinery & Equipment		9,027.77
Total Expenses	\$149,497.87	\$731,718.17
NET OPERATING INCOME	\$462.75	\$16,733.00
NET INCOME	\$462.75	\$16,733.00

# Destination Panama City Budget vs. Actual

Explanation provided for line items greater than 65% of annual budget Percentage of Year complete = 50%

	Actual through March 31, 2023	Annual Budget	over Budget	% of Budget Explanation
Revenues				
31000 Bay County TDC Contract	733,811.57	2,178,232.00	-1,444,420.43	33.69%
35000 Event Income	11,028.53	00:00	11,028.53	100.00% Oktoberfest & Downtown After Dark Event Revenue
36200 Facility Rent Income	629.65	00:00	629.65	100.00% SHRM, Tyndall Spouses, Think rentals
36614 Donations	10.00	00:00	10.00	100.00% Donation
38000 Interest Income	2,187.10	00:00	2,187.10	100.00% Interest earned on operating account
39000 Misc Revenue	784.32	0.00	784.32	100.00% Refund of unopened cases from Oktoberfest (Expensed in prior year)
39500 Cash Carry Forward/County Contract	0.00	325,000.00	-325,000.00	0.00%
Total Income	\$ 748,451.17	\$ 2,503,232.00	-\$ 1,754,780.83	29.90%
Expenses				
51200 Regular Salaries	144,157.91	303,097.60	-158,939.69	47.56%
51500 Special Pay	0.00	13,000.00	-13,000.00	0.00%
52100 FICA	10,894.98	, 23,027.77	-12,132.79	47.31%
52200 Retirement Contributions	8,936.11	18,074.76	-9,138.65	49.44%
52207 Health Insurance	16,908.46	44,000.00	-27,091.54	38.43%
52208 Dental Insurance	1,150.64	1,500.00	-349.36	76.71% Includes 6 months of expense (Oct-Mar). Additional employee elected coverage in Nov
52300 Life Insurance	236.90	1,000.00	-763.10	23.69%
52400 Workers Comp	0.00	3,125.00	-3,125.00	0.00%
52500 Unemployment Insurance	2,088.41	1,500.00	588.41	139.23% State unemployment tax paid on first \$7,000 for each employee beginning 1/1/23. SUTA rate is 4.83% X 7,000 = 338.10 per employee X 5 employees = 1690.50 total cost for all 5 employees with no turnover. This expense also includes FUTA at .6% of first 7,000 or \$42 per employee X 5 employees = 210. Total SUTA & FUTA expected in FY 22/23 = 1,900.50 assuming no turnover. Expense includes \$215 for FUTA from 1/1-9/30/22 payroll paid in Jan 2023. This amount was not accrued as of year end 9/30/22
53100 Professional Services	2,400.00	8,000.00	-5,600.00	30.00%
53200 Accounting & Auditing	14,957.04	. 25,000.00	-10,042.96	59.83%
53400 Other Contractual	6,877.56	12,000.00	-5,122.44	57.31%
53401 Marketing Contractual Services	96,699.50	300,000.00	-203,300.50	32.23%
54000 Travel per Diem Staff	11,290.40	30,200.00	-18,909.60	37.39%
54001 Travel Per Diem Non-Staff	749.48	8,000.00	-7,250.52	9.37%
54100 Communications	5,012.33		-6,987.67	41.77%
54200 Postage & Freight	2,947.88	17,000.00	-14,052.12	17.34%
54300 Utility	4,660.93	12,000.00	-7,339.07	38.84%
54400 Rentals & Leases	2,110.42	8,000.00	-5,889.58	26.38%
54500 Insurance	1,015.86	18,000.00	-16,984.14	5.64%
54600 Repair & Maintenance	7,350.36	16,000.00	-8,649.64	45.94%

# Destination Panama City Budget vs. Actual

Explanation provided for line items greater than 65% of annual budget Percentage of Year complete = 50%

	Actu	Actual through				
	Marc	th 31, 2023	March 31, 2023 Annual Budget	over Budget	% of Budget	Explanation
54700 Printing & Binding		766.11	38,000.00	-37,233.89	2.02%	
54800 Promotional Activities		328,119.27	1,200,000.00	-871,880.73	27.34%	
54900 Other Current Charges		17,566.10	13,000.00	4,566.10	135.12% \$	135.12% \$16,000 paid to City of Panama City to assist with performing arts center architect cost
55100 Office Supplies		251.20	2,500.00	-2,248.80	10.05%	
55200 Operating Supplies		4,135.48	20,000.00	-15,864.52	20.68%	
55400 Books, Pubs, Memberships		29,156.58	40,000.00	-10,843.42	72.89% E	72.89% Destinations International annual membership \$3,190, US Travel Association membership \$3,655, Google Suite renewal \$1,386. Visit Florida membership \$3,095. Annual Chamber Dinner table sponsor, Annual Dues Southeast Tourism Society \$800, Annual Subscription America's
					U &	Great Loop Cruisers' \$2,900 and Monthly operating subscriptions for Adobe, Quickbooks & Canva
55500 Training		2,250.49	7,500.00	-5,249.51	30.01%	
55700 Operational Reserve for Contingency		00:00	302,706.87	-302,706.87	%00:0	
56400 Machinery & Equipment		9,027.77	5,000.00	4,027.77	180.56% 1	180.56% locks on public restrooms and facility camera system
Total Expenses	s	731,718.17	731,718.17 \$ 2,503,232.00 -\$ 1,771,513.83	-\$ 1,771,513.83	29.23%	
Net Operating Income	s	16,733.00	\$ 00.00	\$ 16,733.00		
Net Income	s	16,733.00	\$ 00.0 \$	\$ 16,733.00		

# A/R Aging Summary As of March 31, 2023



	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Tourism Contract	149,472.48					\$149,472.48
TOTAL	\$149,472.48	\$0.00	\$0.00	\$0.00	\$0.00	\$149,472.48

TB

#### A/P Aging Summary

As of March 31, 2023



	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Bay Arts Alliance	7,905.65					\$7,905.65
Beach TV Cable Company, Inc	816.32					\$816.32
Brock Lawn and Pest Control, Inc		48.15				\$48.15
Burke Blue	375.00					\$375.00
Derek Billups	4,000.00					\$4,000.00
Earthshine Cleaning		208.49				\$208.49
Fahlgren Mortine	2,208.27					\$2,208.27
FPL Northwest FL	339.03					\$339.03
House of Henry	15,000.00					\$15,000.00
Jennifer Vigil - VENDOR	288.00					\$288.00
Krewe of St. Andrews Inc.	1,300.00					\$1,300.00
Leake Landscapes	300.00					\$300.00
Melissa Bowman	288.00					\$288.00
Panama Business Machines	29.48					\$29.48
Panama City Music Association	5,000.00					\$5,000.00
Pyro Shows, Inc	22,500.00					\$22,500.00
Raymond James	1,363.92					\$1,363.92
Spencer Morgan	2,500.00					\$2,500.00
UniFirst Corporation	148.65					\$148.65
Verizon	206.16					\$206.16
VISA	25,525.35					\$25,525.35
Wells Fargo Vendor Financial Services, LLC	101.65					\$101.65
WOW		635.04				\$635.04
TOTAL	\$90,195.48	\$891.68	\$0.00	\$0.00	\$0.00	\$91,087.16

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#### **Destination Panama City**

#### 10001 Checking - Bankcorp South, Period Ending 03/31/2023

#### RECONCILIATION REPORT

Reconciled on: 04/18/2023

Reconciled by: suzannekennon@yahoo.com null

4/18/23

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	689,470.92
Statement beginning balance	-25.00
Interest earned	428.14
Checks and payments cleared (44)	-97,585.64
Deposits and other credits cleared (5)	72,256.17
Statement ending balance	664,544.59
	<del></del>
Uncleared transactions as of 03/31/2023	-4,390.00
Register balance as of 03/31/2023	660,154.59 TB
Cleared transactions after 03/31/2023	
Uncleared transactions after 03/31/2023	38,128.27
Register balance as of 04/18/2023	698,282.86

#### Details

Checks and payments cleared (44)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD
01/23/2023	Bill Payment	10231	Tipton, Marler, Garner & Chas	-621.79
02/13/2023	Bill Payment	10244	CoStar Realty Information	-3,120.00
02/21/2023	Bill Payment	10254	Brock Lawn and Pest Control,	-48.15
02/21/2023	Bill Payment	10253	Bay County Chamber of Com	-31.64
02/21/2023	Bill Payment	10255	Carr Riggs & Ingram	-4,500.00
02/21/2023	Bill Payment	10261	WOW	-623.74
02/21/2023	Bill Payment	10259	Verizon	-206.16
03/03/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.5°
03/03/2023	Payroll Check	DD	Jennifer Vigil	-3,910.6
03/03/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.67
03/03/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.59
03/03/2023	Payroll Check	DD	*Lorraine E. Ubowski	-510.46
03/06/2023	Bill Payment	10272	Leake Landscapes	-300.00
03/06/2023	Bill Payment	10267	FPL Northwest FL	-328.8
03/06/2023	Bill Payment	10282	UniFirst Corporation	-148.65
03/06/2023	Bill Payment	10273	Lisa L. Sweet	-2,755.00
03/06/2023	Bill Payment	10266	Earthshine Cleaning	-368.99
03/06/2023	Bill Payment	10265	Boo Media, LLC	-1,000.00
03/06/2023	Bill Payment	10278	Raymond James	-681.96
03/06/2023	Bill Payment	10275	Melissa Bowman	-288.00
03/06/2023	Bill Payment	10269	Jennifer Vigil - VENDOR	-288.00
03/06/2023	Bill Payment	10262	Aaron Rich Marketing	-276.00
03/06/2023	Bill Payment	10277	Principal Life Insurance Comp	-296.12
03/06/2023	Bill Payment	10268	iDDS Global, LLC	-750.00
03/06/2023	Bill Payment	10276	Panama City Symphony Orch	-5,000.00
03/06/2023	Bill Payment	10263	America's Great Loop Cruiser	-2,900.00
03/06/2023	Bill Payment	10264	Beach TV Cable Company, Inc	-454.34
03/06/2023	Bill Payment	10271	Laurie Rowe & Company	-9,500.00
03/06/2023	Bill Payment	10280	The Group Travel Leader Inc.	-3,000.00
03/06/2023	Bill Payment	10283	VISA	-11,776.20
03/06/2023	Bill Payment	10274	Longwoods International USA	-8,000.00
03/06/2023	Bill Payment	10284	Wells Fargo Vendor Financial	-101.68
03/06/2023	Bill Payment	10279	Suzanne Kennon	-1,587.00
03/06/2023	Bill Payment	10270	Krewe of St. Andrews Inc.	-6,490.00
03/08/2023	Tax Payment		IRS	-3,036.67
03/17/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.66
03/17/2023	Payroll Check	DD	Jennifer Vigil	-3,568.87
03/17/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.52

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DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/17/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.58
03/22/2023	Tax Payment		IRS	-2,755.59
03/31/2023	Payroll Check	DD	Shelbie L. Scippio	-1,915.56
03/31/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.58
03/31/2023	Payroll Check	DD	Melissa K. Bowman	-1,349.73
03/31/2023	Payroll Check	DD	Jennifer Vigil	-3,571.84

Total -97,585.64

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/09/2023	Receive Payment	7066	Tourism Contract	38,245.68
03/14/2023	Deposit			9.64
03/17/2023	Receive Payment	996112	Jennifer Vigil - AR	26.43
03/23/2023	Receive Payment	7076	Tourism Contract	33,924.42
03/30/2023	Deposit			50.00

Total 72,256.17

#### **Additional Information**

#### Uncleared checks and payments as of 03/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/29/2021	Check	3336	BCS Maintenance, LLC	-340.00
11/24/2021	Check	3386	Samuel Weigle	-100.00
12/15/2022	<b>Bill Payment</b>	10186	Print Source	-1,000.00
01/23/2023	<b>Bill Payment</b>	10223	Bay County Chamber of Com	-1,700.00
03/06/2023	Bill Payment	10281	The Local Palate	-1,250.00

Total -4,390.00

#### Uncleared checks and payments after 03/31/2023

AMOUNT (USD)	PAYEE	REF NO.	TYPE	DATE
-1,363.92	Raymond James	10297	Bill Payment	04/04/2023
-288.00	Melissa Bowman	10294	Bill Payment	04/04/2023
-635.04	WOW	10301	Bill Payment	04/04/2023
-48.15	Brock Lawn and Pest Control,	10287	Bill Payment	04/04/2023
-208.49	Earthshine Cleaning	10288	Bill Payment	04/04/2023
-206.16	Verizon	10299	Bill Payment	04/04/2023
-300.00	Leake Landscapes	10293	Bill Payment	04/04/2023
-2,208.27	Fahlgren Mortine	10289	Bill Payment	04/04/2023
-339.03	FPL Northwest FL	10290	Bill Payment	04/04/2023
-29.48	Panama Business Machines	10295	Bill Payment	04/04/2023
-148.65	UniFirst Corporation	10298	Bill Payment	04/04/2023
-288.00	Jennifer Vigil - VENDOR	10291	Bill Payment	04/04/2023
-1,300.00	Krewe of St. Andrews Inc.	10292	Bill Payment	04/04/2023
-5,000.00	Panama City Music Association	10296	Bill Payment	04/04/2023
-101.65	Wells Fargo Vendor Financial	10300	Bill Payment	04/04/2023
-2,785.83	IRS		Tax Payment	04/05/2023
-2,500.00	Spencer Morgan	10312	Bill Payment	04/09/2023
-816.32	Beach TV Cable Company, Inc	10303	Bill Payment	04/09/2023
-49.55	UniFirst Corporation	10313	Bill Payment	04/09/2023
-491.00	Rotary Club of Panama City F	10311	Bill Payment	04/09/2023
-26,980.10	VISA	10314	Bill Payment	04/09/2023
-22,500.00	Pyro Shows, Inc	10310	Bill Payment	04/09/2023
-825.00	Kirk E. Gavin II	10307	Bill Payment	04/09/2023
-15,000.00	House of Henry	10306	Bill Payment	04/09/2023
-7,905.65	Bay Arts Alliance	10302	Bill Payment	04/09/2023
-4,000.00	Derek Billups	10305	Bill Payment	04/09/2023
-375.00	Burke Blue	10304	Bill Payment	04/09/2023

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4/18/23, 11:50 AM about:blank

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)	
04/09/2023	Bill Payment	10309	Principal Life Insurance Comp	-296.12	
04/11/2023	Bill Payment	10316	Raymond James	-681.96	
04/11/2023	Bill Payment	10315	Panama City Beach Chamber	-400.00	
04/14/2023	Payroll Check	DD	Jennifer Vigil	-3,910.61	
04/14/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.58	
04/14/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.67	
04/14/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.51	
04/19/2023	Tax Payment		IRS	-2,952.09	
04/19/2023	Tax Payment		FL U.C. Fund	-1,515.38	
Total				-111,344.21	
Uncleared deposits a	nd other credits after 03/31/2023				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)	
04/09/2023	Bill Payment	10308	Panama City Lions Club	0.00	
04/14/2023	Receive Payment	7096	Tourism Contract	149,472.48	
Total				149,472.48	

about:blank 3/3





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PANAMA CITY COMMUNITY DEVELOPMENT COUNCI 101 W BEACH DR PANAMA CITY FL 32401-2740

> STATEMENT DATE 03/31/23 ACCOUNT NUMBER 201-511-3

INFOLINE 1-888-797-7711

2022 CHECKING YEAR TO DATE INTEREST PAID 1,413.91 PREVIOUS BALANCE 689,470.92 AVERAGE BALANCE + 5 CREDITS 72,256.17 672,150 97,585.64 44 DEBITS YTD INTEREST PAID - SERVICE CHARGES 25.00 1,156.33 INTEREST PAID 428.14 ENDING BALANCE 664,544.59

DAYS IN PERIOD 31

\* \* \* \* \* \* \* \* \* CHECKING ACCOUNT TRANSACTIONS \* \* \* \* \* \* \*

	^ ^ ^ CHI	CKING ACCOON	TRANSACTIONS		
DEPOSI	TS AND OTHE	ER CREDITS			
DATE	AMOUNT	TRANSACTION I	DESCRIPTION	CHK NO/ATM	CD
03/09	38,245.68	BAY COUNTY MA	AST2 4596000512		
		5113	PC TDT TX	CCD	
03/14	9.64	SQUARE INC	9424300002		
		L206791863754	4 230314P2	CCD	
03/17	26.43	DEPOSIT			
03/23	33,924.42	BAY COUNTY MA	AST2 4596000512		
		5113	PC TDT TX	CCD	
03/30	50.00	DEPOSIT			
03/31	428.14	IOD INTEREST	PAID		
CHECKS	1				
DATECHEC	K NO	AMOUNT	DATECHECK NO		ľNUC

03/31	428.14	IOD INTEREST	PAID		
CHECKS	3				
DATECHEC	CK NO	AMOUNT	DATEC	HECK NO	AMOUNT
03/30	10231	621.79	03/15	10269	288.00
03/03	10244*	3,120.00	03/09	10270	6,490.00
03/07	10253*	31.64	03/09	10271	9,500.00
03/01	10254	48.15	03/10	10272	300.00
03/01	10255	4,500.00	03/24	10273	2,755.00
03/07	10259*	206.16	03/14	10274	8,000.00
03/03	10261*	623.74	03/07	10275	288.00
03/15	10262	276.00	03/30	10276	5,000.00
03/15	10263	2,900.00	03/13	10277	296.12
03/10	10264	454.34	03/09	10278	681.96
03/24	10265	1,000.00	03/10	10279	1,587.00
03/09	10266	368.99	03/20	10280	3,000.00
03/10	10267	328.81	03/13	10282*	148.65
03/16	10268	750.00	03/15	10283	11,776.20



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PANAMA CITY COMMUNITY DEVELOPMENT COUNCI

101 W BEACH DR

PANAMA CITY FL 32401-2740

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STATEMENT DATE 03/31/23 ACCOUNT NUMBER 201-511-3

CHECKS

DATE..CHECK NO......AMOUNT DATE..CHECK NO......AMOUNT 03/10 10284 101.65

03/10	10284	101.65			
OTHER	DEBITS				
				CHK NO/ATM C	D
03/03	510.46	PAYROLL	4462800242		
		17100606	4462800242 PAYROLL	CCD	
03/03	1,308.51	PAYROLL	4462800242		
		17100606	PAYROLL	CCD	
03/03	1,734.59	PAYROLL	4462800242		
			PAYROLL		
03/03	1,851.67	PAYROLL	4462800242		
		17100606	PAYROLL	CCD	
03/03	3,910.61	PAYROLL	4462800242		
		17100606	PAYROLL 3387702000	CCD	
03/08	3,036.67	IRS	3387702000		
			380 USATAXPYMT	CCD	
03/14	25.00	XAA ANALYSIS			
03/17	1,308.52		4462800242		
			PAYROLL		
03/17	1,734.58	PAYROLL	4462800242		
		17100606	PAYROLL	CCD	
03/17	1,851.66		4462800242		
		17100606	PAYROLL	CCD	
03/17	3,568.87		4462800242		
		17100606	PAYROLL	CCD	
03/22	2,755.59		3387702000		
			330 USATAXPYMT		
03/31	1,349.73		4462800242		
		17100606			
03/31	1,734.58		4462800242		
		17100606		CCD	
03/31	1,915.56	PAYROLL	4462800242		
		17100606	PAYROLL 4462800242	CCD	
03/31	3,571.84	PAYROLL	4462800242		
		17100606	PAYROLL	CCD	



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PANAMA CITY COMMUNITY DEVELOPMENT COUNCI

PAGE 3

101 W BEACH DR

PANAMA CITY FL 32401-2740

STATEMENT DATE

03/31/23

ACCOUNT NUMBER

201-511-3

*	*	*	*	*	*	*	*	*	*	*	DAILY	BALANCE	SUMMARY	*	*	*	*	*	*	*	*	*	*	*
	DA	TE	Ē.,			I	3AI	LAI	NCI	£	DATE	В	ALANCE	D	ATE	Ε.,			E	BAI	ΙAΙ	ICE	:	

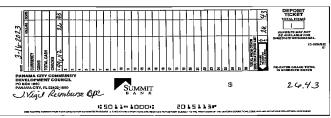
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03/03	1 684922.77	03/13	686288.88	03/22	648090.53
03/03	3 671863.19	03/14	678273.52	03/23	682014.95
03/0	7 671337.39	03/15	663033.32	03/24	678259.95
03/08	668300.72	03/16	662283.32	03/30	672688.16
03/09	9 689505.45	03/17	653846.12	03/31	664544.59

\* \* \* \* \* \* \* \* \* \* \* \* INTEREST RATE SUMMARY \* \* \* \* \* \* \* \* \* \* \*

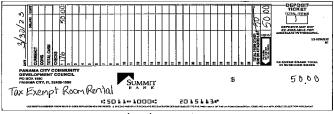
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Account # 2015113

Page:



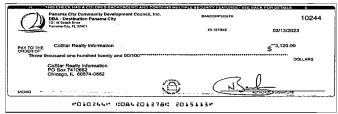
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03/30/2023 \$50.00



10231 03/30/2023 \$621.79



10244 03/03/2023 \$3120.00



10253 03/07/2023 \$31.64



10254 03/01/2023 \$48.15



10255 03/01/2023 \$4500.00



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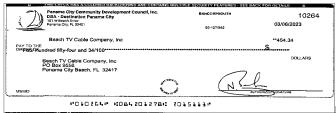
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10262 03/15/2023 \$276.00



10263 03/15/2023 \$2900.00



10264 03/10/2023 \$454.34

Account # 2015113

Page: 5



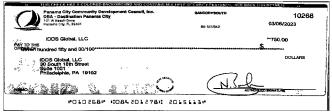
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10267 03/10/2023 \$328.81



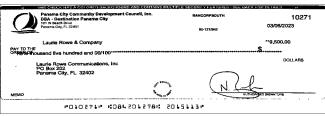
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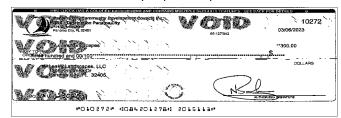
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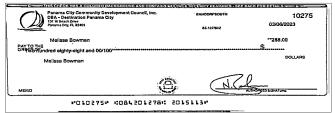
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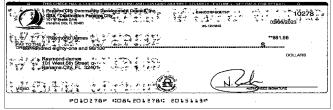
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Account # 2015113

Page: 6



10277 03/13/2023 \$296.12



10278 03/09/2023 \$681.96



10279 03/10/2023 \$1587.00



10280 03/20/2023 \$3000.00



10282 03/13/2023 \$148.65



10283 03/15/2023 \$11776.20



10284 03/10/2023 \$101.65

Panama City Community Development Council dba Destination Panama City Agenda Item Summary						
1. PRESENTER NAME:	2. MEETING DATE:					
Jennifer M. Vigil President & CEO	4/25/2023					
3. REQUESTED MOTION/ACTION:						
Board approve staff recommendation to appoint Jean Capps to the Board to fill the vacancy in the Large Collector Seat.						
4. AGENDA  PRESENTATION PUBLIC HEARING CONSENT  5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT:						
•	TAILED ANALYSIS ATTACHED?: YES NO					
Board Member Scott Pilla was promoted and moved to another local hotel. The move to the new hotel has resulted in his ineligibility for the Large Collector Seat he was holding on the board. Although he was saddened to resign, we accepted his resignation when the move was official. He stated he would love the opportunity to serve on the board again in the future.  To fill the newly vacant Large Collector seat, staff recommends Jean Capps. Jean is the new General Manager of the Hotel Indigo. She is well versed in hospitality, specifically bay front hotels as she was the former GM for Bay Point. Staff believes Jean is the logical choice because of her history in the area and her prior working relationships with tourist development council organizations.						

Panama City Community Development Council dba Destination Panama City							
Agenda Item Summary							
1. PRESENTER NAME:	2. MEETING DATE:						
Jennifer M. Vigil President & CEO	4/25/2023						
3. REQUESTED MOTION/ACTION:							
Board authorize CEO Vigil to utilize the Bay County Professional Services Agreement Task Order List to find alternative architectural services for Phase One of the St Andrews School project.							
4. AGENDA 5. IS THIS ITEM BUDGETED (IF APPLICABLE)	?: YES □ NO □ IF NO, STATE ACTION REQUIRED □ N/A						
PRESENTATION BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT:							
PUBLIC HEARING CONSENT							
REGULAR DETAILED ANALYSIS ATTACHED?: YES \( \subseteq No \( \subseteq \)							
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)							
Staff has been working with Bay County Administration to finalize a lease on St Andrews School in efforts to implement the Robin Malpass Recommendations for a creative, cultural, and historic facility.							
The Quina Grundhoefer Architects have provided the attached proposal for the completion of the St Andrews School Project. The firm worked with City of Panama City staff in the early stages of the project.							
Upon review of the proposal for Phase One, Two and Three – staff feels that there may be local architects that can provide the same, if not better, service to see this project through to completion in the most fiscally responsible manner.							
Staff requests the board to authorize CEO Vigil to solicit and negotiate bids from at least three architects from the Bay County Professional Services Agreement Task Order List. CEO Vigil will return to the Board with the results for further direction.							

#### Standard Form of Agreement Between Owner and Architect

 $\textbf{AGREEMENT} \ \text{made as of the} \ \underline{\textbf{6th}} \ \text{day of} \ \underline{\textbf{April}} \ \ \text{in the year} \ \underline{\textbf{2023}}$ 

(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:

(Name, legal status, address and other information)

<u>Destination Panama City</u> <u>101 West Beach Drive</u> Panama City, FL 32401

and the Architect:

(Name, legal status, address and other information)

Quina Grundhoefer Architects, P.A. 400 West Romana Street Pensacola, FL 32502

for the following Project: (Name, location and detailed description)

St. Andrew School Revitalization Project
(Discovery & Adaptive Reuse Plan)
1400 Bayview Ave Panama City, FL 32401
The project is an adaptive re-use of an existing historic School building and campus into a new City Community Center and public park for neighbors and tourism uses.

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### TABLE OF ARTICLES

- INITIAL INFORMATION
- 2 **ARCHITECT'S RESPONSIBILITIES**
- SCOPE OF ARCHITECT'S BASIC SERVICES
- SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 **OWNER'S RESPONSIBILITIES**
- **COST OF THE WORK**
- **COPYRIGHTS AND LICENSES**
- **CLAIMS AND DISPUTES**
- **TERMINATION OR SUSPENSION**
- 10 **MISCELLANEOUS PROVISIONS**
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

#### ARTICLE 1 **INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

#### § 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

#### Developed in phase I project scope.

#### § 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

#### **Existing drawings provided by City.**

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
  - .1 Design phase milestone dates, if any:

**User Notes:** 

(1214991481)

.2 Construction commencement date:

**TBD** 

.3 Substantial Completion date or dates:

**TBD** 

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

#### **Competitively Bid**

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (*Identify and describe the Owner's Sustainable Objective for the Project, if any.*)

#### **None Applicable**

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204<sup>TM</sup>—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Jennifer Vigil, President
Destination Panama City
101 West Beach Drive
Panama City, FL 32401

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

- § 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)
  - .1 Geotechnical Engineer:

Civil Engineer:

.3 Other, if any: (List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

**Carter Quina Quina Grundhoefer Architects, P.A. 400 West Romana Street** Pensacola, FL 32502

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

- § 1.1.11.1 Consultants retained under Basic Services:
  - Structural Engineer:

Joe Dereuil & Associates 301 W. Cervantes Street Pensacola, FL 32501

Mechanical Engineer:

H.M. Yonge & Associates, Inc. **51 East Gregory Street** Pensacola, FL 32502

Electrical Engineer:

H.M. Yonge & Associates, Inc. **51 East Gregory Ave** 

#### Pensacola, FL 32502

§ 1.1.11.2 Consultants retained under Supplemental Services:

<u>Jerry Pate Design (Landscape Architect)</u> 301 Schubert Drive Pensacola, FL 32504

<u>Panhandle Engineering, Inc. (Civil Engineer)</u> 600 Ohio Ave Parkway Lynn Haven, FL 32444

Walthall & Associates, Inc. (Acoustical and Audio/Video) 200 Swift Creek Drive, Suite G Cantonment, FL 32533

Nova Engineering & Environmental, LLC (Geotech Testing)
17612 Ashley Drive Panama City, FL 32413

§ 1.1.12 Other Initial Information on which the Agreement is based:

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- **§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than **One Million** (\$ 1,000,000.) for each occurrence and **Two Million** (\$ **2,000,000.** ) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million** (\$ **1,000,000.** ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million** (\$ 1,000,000.) per claim and **One Million** (\$ 1,000,000. ) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
  - facilitating the distribution of Bidding Documents to prospective bidders;
  - .2 organizing and conducting a pre-bid conference for prospective bidders;
  - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
  - facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
  - .2 organizing and participating in selection interviews with prospective contractors;
  - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
  - participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

#### § 3.6 Construction Phase Services

- § 3.6.1 General
- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

- § 3.6.6.1 The Architect shall:
  - .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
  - .2 issue Certificates of Substantial Completion;
  - **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  - .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>NP</u>
§ 4.1.1.2 Multiple preliminary designs	<u>NP</u>
§ 4.1.1.3 Measured drawings	<u>o</u>
§ 4.1.1.4 Existing facilities surveys	<u>A</u>
§ 4.1.1.5 Site evaluation and planning	A
§ 4.1.1.6 Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8 Civil engineering	<u>A</u>
§ 4.1.1.9 Landscape design	<u>A</u>
§ 4.1.1.10 Architectural interior design	<u>A</u>
<b>§ 4.1.1.11</b> Value analysis	<u>NP</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13 On-site project representation	<u>NP</u>
§ 4.1.1.14 Conformed documents for construction	<u>NP</u>
§ 4.1.1.15 As-designed record drawings	<u>A</u>
§ 4.1.1.16 As-constructed record drawings	<u>NP</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18 Facility support services	<u>NP</u>
§ 4.1.1.19 Tenant-related services	<u>NP</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>NP</u>
§ 4.1.1.21 Telecommunications/data design	<u>A</u>
§ 4.1.1.22 Security evaluation and planning	<u>NP</u>
§ 4.1.1.23 Commissioning	<u>NP</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25 Fast-track design services	<u>NP</u>
§ 4.1.1.26 Multiple bid packages	<u>NP</u>
§ 4.1.1.27 Historic preservation	<u>A</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>A</u>

Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.29 Other services provided by specialty Consultants	<u>NP</u>
§ 4.1.1.30 Other Supplemental Services	<u>NP</u>

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
  - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;

- Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
  - Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
  - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
  - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - **Two** (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - .2 **Twelve** (12) visits to the site by the Architect during construction
  - .3 **Two** (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - **Three** (3) inspections for any portion of the Work to determine final completion. .4
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within **Twelve** (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 **OWNER'S RESPONSIBILITIES**

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204<sup>TM</sup>\_2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- **§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- **§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- **§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
  - terminate in accordance with Section 9.5;
  - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - .5 implement any other mutually acceptable alternative.
- **§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

#### § 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

#### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[ <b>X</b> ]	Arbitration pursuant to Section 8.3 of this Agreement
[ ]	Litigation in a court of competent jurisdiction
[ ]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

#### § 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- **§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

#### .1 Termination Fee:

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (*Insert amount*)

## One Hundred Ninety Two Thousand One Hundred Twenty Four (\$192,124.00)

.2 Percentage Basis (Insert percentage value)

( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Five** percent ( 5\_%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Completed</u>	percent (	%)
Design Development Phase	<b>Completed</b>	percent (	%)

\$76,000,00	percent (	60	%)
<del></del>			
<b>\$23,224.80</b>	percent (	<u>20</u>	%)
\$92,899.20	percent (	20	%)
<u> </u>			
one hundred	percent (	100	%)
\$192,124,00	•		,
	\$92,899.20	\$23,224.80 percent ( \$92,899.20 percent (  one hundred percent (	\$23,224.80 percent ( 20 percent ( 20 one hundred percent ( 100

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

#### **Employee or Category**

Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
  - .1 Transportation and authorized out-of-town travel and subsistence;
  - Long distance services, dedicated data and communication services, teleconferences, Project web sites, .2
  - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
  - .4 Printing, reproductions, plots, and standard form documents;
  - Postage, handling, and delivery;
  - Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
  - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
  - If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
  - .9 All taxes levied on professional services and on reimbursable expenses;
  - .10 Site office expenses;
  - Registration fees and any other fees charged by the Certifying Authority or by other entities as .11 necessary to achieve the Sustainable Objective; and,
  - .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Twenty** percent ( **20** %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

#### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero** (\$ **0.00** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** (

**30** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (*Insert rate of monthly or annual interest agreed upon.*)

#### 1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 13.2 This Agreement is comprised of the following documents identified below:
  - .1 AIA Document B101<sup>TM</sup>–2017, Standard Form Agreement Between Owner and Architect
  - **.2** AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

#### **.3** Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

User Notes:

(Insert the date of	204 <sup>TM</sup> —2017, Sustainable Projects Exhibit, dated as indicated bel the E204-2017 incorporated into this agreement.)
(Clearly identify a	orporated into this Agreement: ny other exhibits incorporated into this Agreement, including an ices identified as exhibits in Section 4.1.2.)
.4 Other documents: (List other documents, if an	y, forming part of the Agreement.)
Proposal letter date	d March 14, 2023 <u>.</u>
This Agreement entered into as of the day	
This Agreement entered into as of the day <u>Destination Panama City</u>	and year first written above.  Quina Grundhoefer Architects, P.A.
<u>Destination Panama City</u>	Quina Grundhoefer Architects, P.A.

March 14, 2023

Jennifer Vigil, President and CEO Destination Panama City (DPCDC) 101 West Beach Drive Panama City, FL 32401

RE: St Andrews School

Project Status and Contract Transfer

Dear Jennifer,

Thank you for your patience as we both reach our mutual understanding on the St. Andrews School project. I thought I would prepare this status report for you and your board to verify that we are all on the same page. It is exciting that you have built such strong support for the project and have taken a leadership role to energize the project going forward.

On October 12, 2021, Quina Grundhoefer Architects (QGA) was hired by the City of Panama City to provide architectural and engineering services for the renovations to the historic St. Andrews school and to develop a park design for the school site. There were several options for project funding, including the New Market Tax Credit. The project was to include two public input meetings to gather interest and guidance for the building and site program. These meetings were documented by QGA and a final report was submitted to the City. The report was approved and QGA proceeded with Schematic Design, Design Development, and Construction Documentation. Cost estimates by a third-party consultant was also included. Final Construction Documents and Specifications were completed and submitted to the City on June 6, 2022. After the City final review and the receipt of drawings from Scott Waldroff for the standard City restroom building, signed and sealed drawings were released to the City on October 12, 2022. This set includes Architectural, Civil, Structural, Fire Protection, Plumbing, Mechanical, and Electrical drawings and specifications, ready for bidding and permitting. The City has paid all fees up to the bidding phase of the project.

In January 2022, the Malpass study regarding Cultural Tourism Opportunities for the St. Andrews School was shared with QGA and on February 22, 2022, Jennifer sent an email to Carter Quina, on request of Commissioner Street, suggesting that a couple of things be incorporated into the redesign of the St. Andrews School. Specifically, the location and orientation of the amphitheater and the possibility of adding a lighthouse. On June 9, 2022, Jennifer sent an email to Carter proposing that DPCDC engage QGA to assist her in making the Malpass recommendations a reality and to prepare conceptual plans to meet the program described in her report. With the City of Panama City's blessing, a proposal was prepared and sent to Jennifer for her review and approval on July 22, 2022. The proposal was written in three phases. Phase One A would be the site and amphitheater conceptual redesign and Phase One B would be the construction documentation revisions for these modifications. Phase Two would be for the site work bid package with the library demolition and Phase Three would be for the media center renovations in the old school building. The Phase One A design fee (\$6,750) was approved by the DPCDC board and conceptual drawings were prepared by QGA and submitted to Jennifer. The conceptual drawings went through several renditions and the final plan and digital presentation model was submitted by QGA in November 2022.

On January 25, 2023, Jenifer sent an email to Carter stating that the board had reviewed the conceptual drawings and were ready to move forward with implementation or Phase One B. This step will be to prepare revised construction documents reflecting the new site design and amphitheater location and will include our civil and landscape architectural consultants. This will also retain the existing pavilion, originally scheduled for demolition. QGA is presently reviewing the scope of work and the engineering needed to accomplish this work. The original stage design had features and details that effect cost and Jennifer has expressed concern about that budget and the need for some of those features. She has shared some pre-engineered stage designs that she feels are more appropriate and would be less costly. Her stated goal is to secure construction documents for the following scope of work:

- 1. Amphitheater using a pre-engineered stage structure.
- 2. Bathroom addition to the existing pavilion.
- 3. Walking paths per the new concept plan.
- 4. Sculpture garden set up for future sculptures.
- 5. Trellis covered walkway around amphitheater perimeter.

We have revised fee proposals from my civil engineer and landscape architect for the new site plan work. Their combined fee is \$41,500. We are waiting on a fee from our structural engineer for the new stage design, having discussed the details with the stage manufacturer, Poligon, yesterday. There will also be some architectural redesign for the ramp and integration into the site. We should have this fee in a few days. We also will need to address the fees for Phase Two (\$5,500), the library demolition and Phase Three (\$24,500) the media center modifications. These are described in the QGA July 21,2022 proposal letter.

We are working with the City to close the contract. This will allow us to prepare a new contract with DPCDC that will include the fees for the revisions discussed above and for the completion of the original contract through bidding and construction observation (\$116,124). Jennifer, we have not discussed this, as the original intent was to maintain our relationship with the City and have them pay the remaining fee per our contract. Although the City has obligated those funds, closing our contract may not allow the City to pay the remaining fees.

To summarize, the architectural and engineering fees that will remain to complete the project are as follows:

Phase One B construction documents \$41,500 (plus structural and architectural)

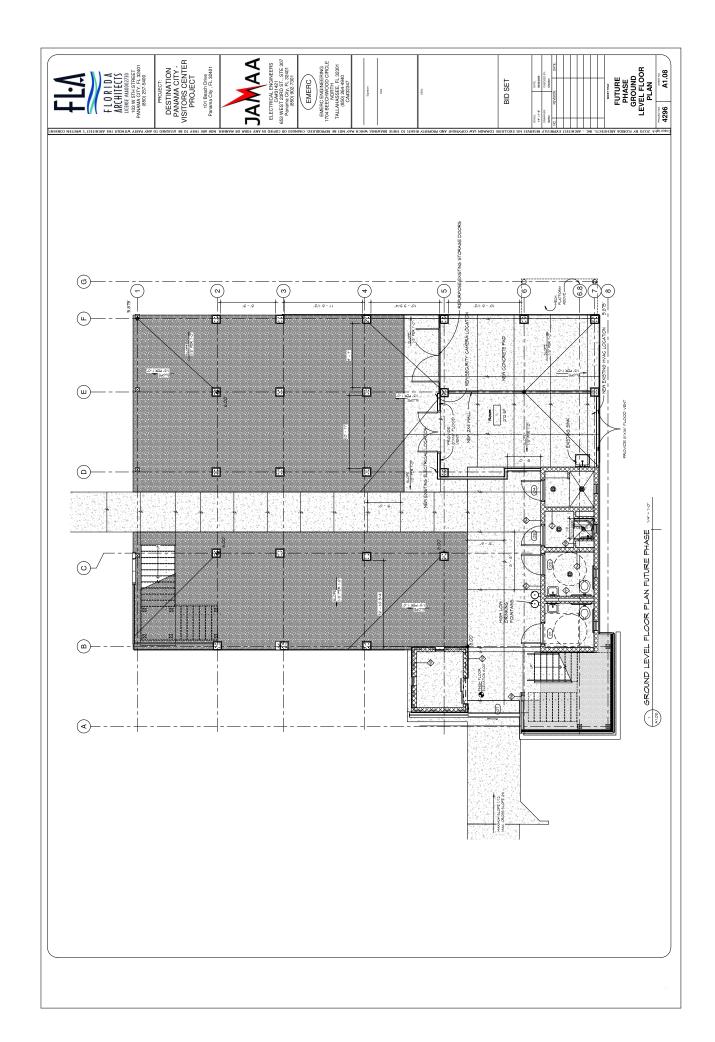
Phase Two Site Bid Package \$5,500
Phase Three Media Arts Center Renovations \$24,500
Bidding & Negotiation \$23,224.80
Construction Administration \$92,899.20
TOTAL FEE \$187,624

I hope this status report is helpful. If you have questions, please let me know. Thank you.

Sincerely,

Carter Quina, AIA

Panama City Community Development Council dba Destination Panama City Agenda Item Summary					
1. Presenter Name:  2. Meeting date:					
Jennifer M. Vigil President & CEO	4/25/2023				
3. REQUESTED MOTION/ACTION:					
Board authorize CEO Vigil to advertise for bids for construction of the Visit	or's Center storage expansion.				
4. AGENDA  PRESENTATION PUBLIC HEARING CONSENT REGULAR  5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO DETAILED ANALYSIS ATTACHED?: YES NO	/ES □ NO □ IF NO, STATE ACTION REQUIRED □ N/A				
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (	who, where, when & how)				
Florida Architects have completed the preliminary plans for the expansion to include an area of temperature controlled space.	n of the Visitor's Center Storage area				
CEO Vigil requests board approval to obtain bid documents from Florida the construction phase of this project. The construction phase is expected					
The preliminary design is attached.					



#### CEO Update:

### Marketing

- Hotelbeds.com
- Advanced Travel & Tourism

#### **Public Relations**

- LRC Report
- Hosted Familiarization Tours
- Participation in Southeast Tourism Society Domestic Showcase

#### **Podcast**

• Panama City Travel / Will Thompson

New Hire – Kate Seaver, started April 24, 2023



### Jennifer Vigil <jennifer@destinationpanamacity.com>

### PC Campaign Update #1

2 messages

Aaron Boyd <aaron.boyd@hotelbeds.com> To: Jennifer Vigil < jennifer@destinationpanamacity.com> Mon, Apr 17, 2023 at 5:20 AM

Hi Jennifer, hope all has been well and you had a nice weekend!

I have below our first 2 months reporting (Feb + Mar). So far we are seeing great progress in all markets, with significant growth % YOY! I am excited to see how this keeps growing as the campaign moves on.

Thank you as always for your partnership,

Panama City Campaign Production February - March YOY (room nights)					
	2019	2022	2023	% over 19	% over 22
USA	13	151	259	1892%	72%
UNITED KINGDOM		27	62	#DIV/0!	130%
CANADA		13	42	#DIV/0!	223%
MEXICO		3	6	#DIV/0!	100%
GERMANY	5	1	8	60%	700%
Grand Total	18	195	377	1994%	93%

### Aaron Boyd

#### Regional Destination Marketing Manager – Americas

Hotelbeds - Paris, France Cell +33 6 03 43 41 15 www.hotelbeds.com

Hotelbeds strictly respects, enforces and monitors the confidentiality of information it receives from, and shares to, its different stakeholders. The content of this email is regarded as confidential and intended only for the recipient specified in the message. If you are not the intended recipient, any disclosure, copying and distribution of the message, or any part thereof, is prohibited and may be unlawful. In this case please reply with the subject "wrong delivery" and delete the message.

Jennifer Vigil < jennifer@destinationpanamacity.com>

Thu, Apr 20, 2023 at 3:33

PM

To: Aaron Boyd <aaron.boyd@hotelbeds.com>

Aaron,

Thank you for the update. It looks like the campaign is really paying off.

Can you confirm that the 377 room nights were all booked in Panama City (within Zip Codes 32401 and 32405) hotels?

And is it possible to know which five hotels benefited most from the campaign?

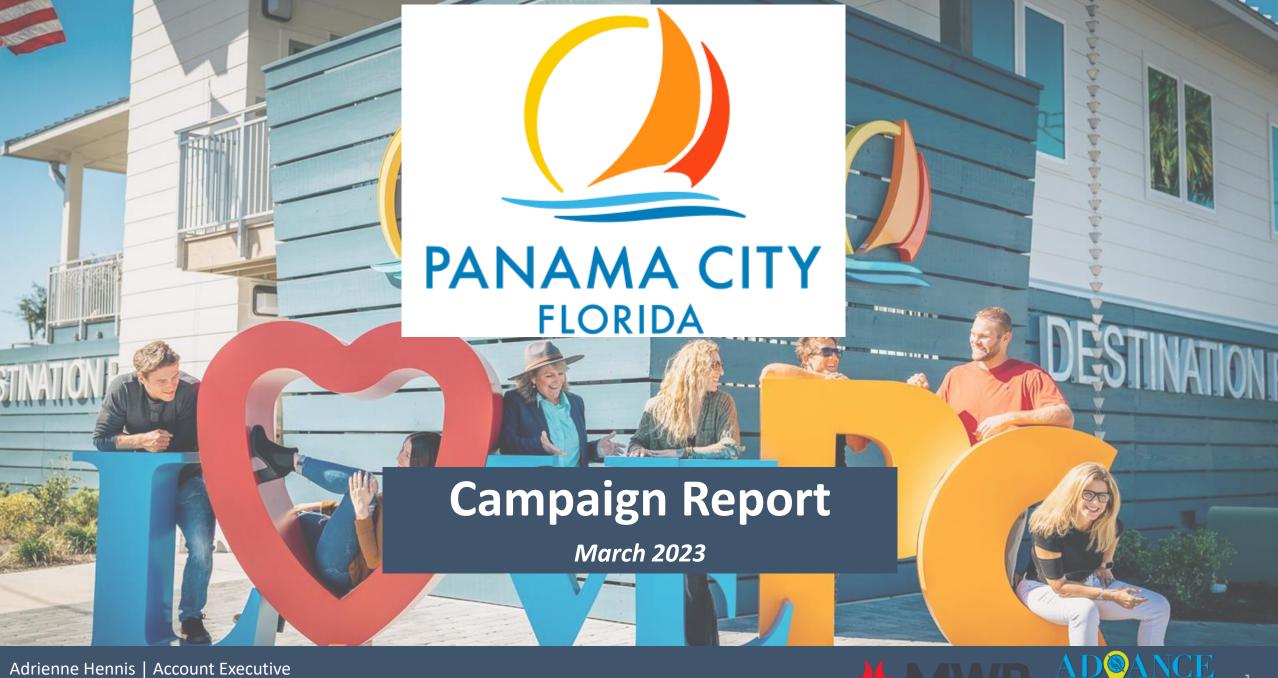
Thank you,



President & CEO Destination Panama City (PCCDC) 101 West Beach Drive Panama City, FL 32401 Office: 850.215.1700

Cell: 850.832.5262





## **Objectives**

- Increase visitation consideration to Panama City to help provide lift in lodging and sales tax collections.
- Drive quality traffic to the website from our target markets.
- Develop engaged users who download visitor guides, sign up for the newsletter and click out to partner sites.
- Provide constant campaign communication and optimizations to extend budget efficacy.

## **Target Markets**



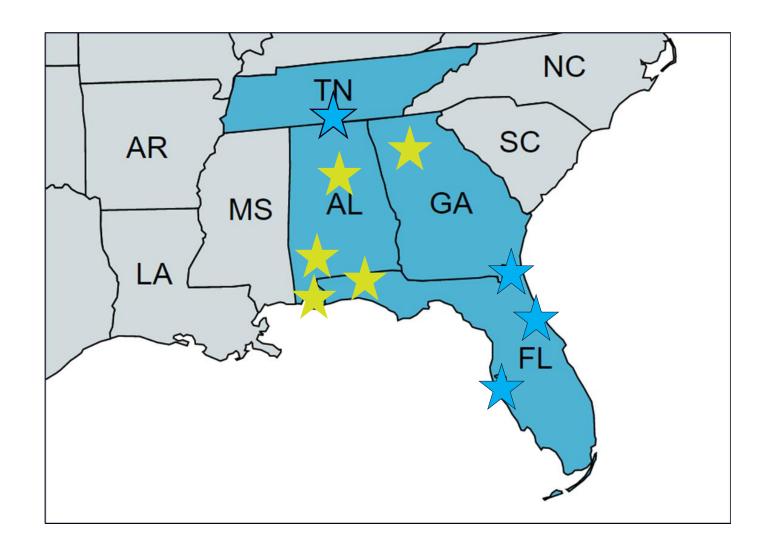
### **Target Markets**

- Mobile-Pensacola
- Atlanta, GA
- Tallahassee, FL
- Dothan, AL
- Birmingham, AL



### **Secondary Markets**

- Nashville, TN
- Orlando, FL
- Tampa, FL
- Jacksonville, FL



## **Campaign Overview**

10,417,930 Impressions

28,339 Clicks

83,636 Video Views

### **Campaign Highlights:**

- Our campaigns were responsible for over
   74% of all website traffic in March.
- Overall website traffic was up by 274%
   YoY.
- New Site visitors are up by 270% YoY.

Merchant Fee Collections: January 2023 = \$1,298,190.40 February 2023 = \$940,092.87

# **Display. Overview**

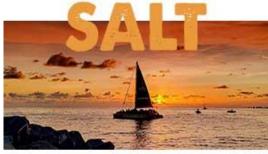
8,970,552 Impressions

20,481 Clicks

0.23% Click Through Rate

Display tactics include Search Display, Mobile Lat/Long Display, Conversion ERN, Reach ERN.



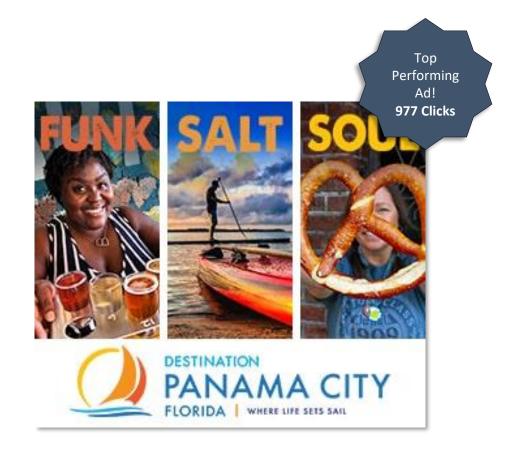




## **Display. Search Display**

Segment	Impressions	Clicks	CTR%
Entertainment	1,330,830	3,450	0.26%
Travel	371,302	1,363	0.37%
Outdoor	265,939	823	0.31%
Total	1,968,071	5,636	0.29%

The **Entertainment** segment had the most impressions and clicks however, the **Travel** segment has the highest CTR. This tells us that the travel audience is more likely to take action when seeing an ad.



# **Display.** Mobile Display

744,896 Impressions

**1,105** Clicks

0.15% Click Rate (CTR)

### **Top Performing Locations**

Location	Impressions	Clicks	CTR%
Panama City Beach	205,299	301	0.15%
Miramar Beach, FL	111,419	167	0.15%
Callaway, FL	50,919	66	0.13%
Fort Walton Beach, FL	45,040	46	0.10%
Crestview, FL	41,644	64	0.15%
Navarre, FL	41,102	79	0.19%
Port St. Joe	37,103	53	0.14%
Niceville, FL	36,839	67	0.18%











**Display.** Conversion Display

993,140 Impressions

9,483 Clicks

0.95% Click Rate (CTR)



Top Performing





Location (DMA)	Impressions	Clicks	CTR%
Atlanta, GA	565,632	5,347	0.95%
Birmingham, AL	219,941	2,150	0.98%
Mobile-Pensacola	190,114	1,762	0.93%
Tallahassee, FL	12,522	154	1.23%
Dothan, AL	4,931	70	1.42%

# **Display. Extended Reach Display**

5,349,859 Impressions

**4,326** Clicks

0.08% Click Rate (CTR)

Location (DMA)	Impressions	Clicks	CTR%
Atlanta, GA	3,699,936	2,810	0.08%
Birmingham, AL	698,810	720	0.10%
Tallahassee, FL	431,670	422	0.10%
Mobile-Pensacola	407,497	287	0.07%
Dothan, AL	111,945	87	0.08%









\*320 X 50 size

Performing Ad!\*

1,264 Clicks

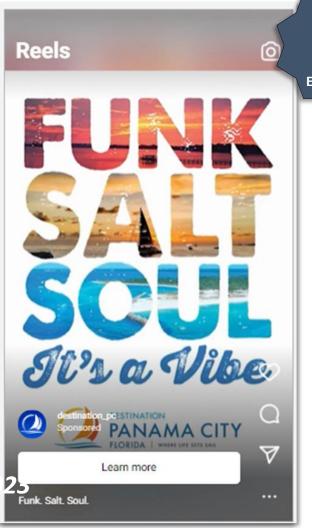
## Social. Overview

**1,171,284** Impressions

**7,759** Clicks

633,474 Reach

Social tactics include Facebook & Instagram.



Top
Performing
Ad!
50,703 Post
Engagements

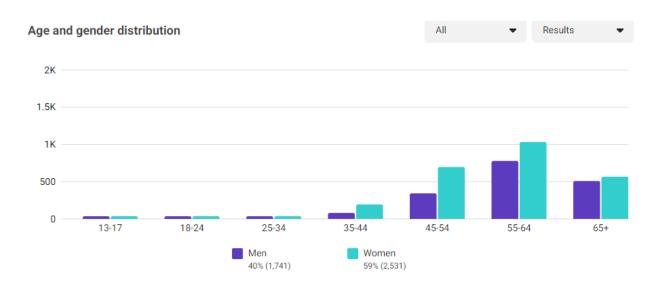
## Social. Facebook

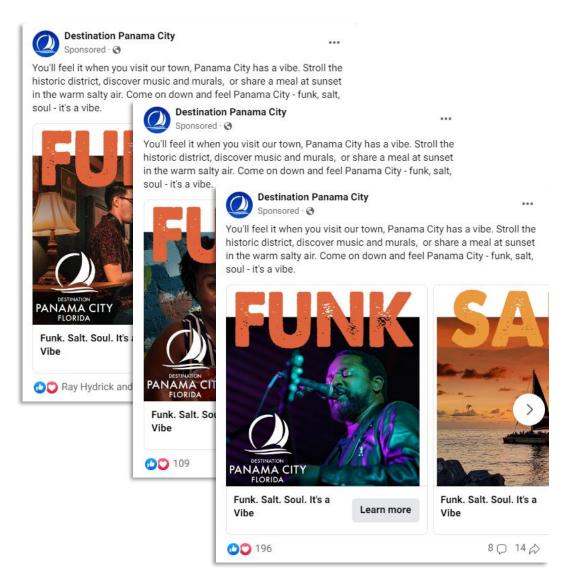
310,429 Impressions

112,256 Reach

**7,532** Clicks

5,758
Post Engagements





## **Social. Instagram Reels**

860,855 Impressions

521,218

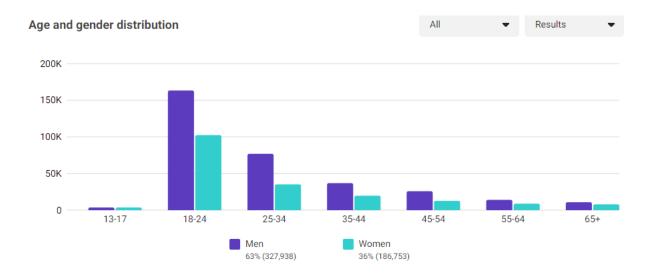
Reach

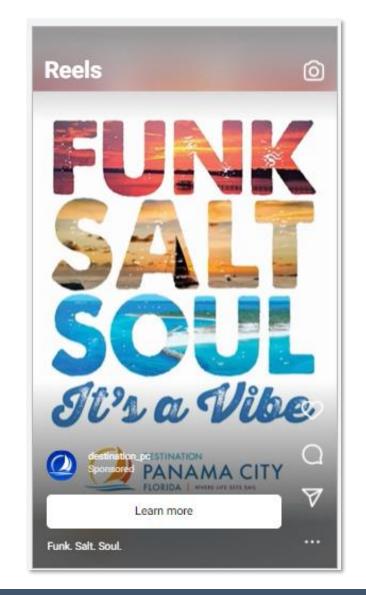
227

Clicks

50,703

**Post Engagements** 





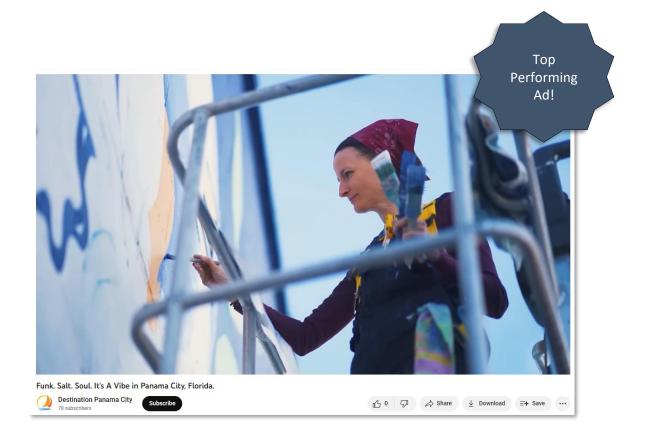
## Video. Overview

276,094 Impressions

219,724
Completed Views

79.58% Completion Rate

Video tactics include CTV/OTT & YouTube TrueView.

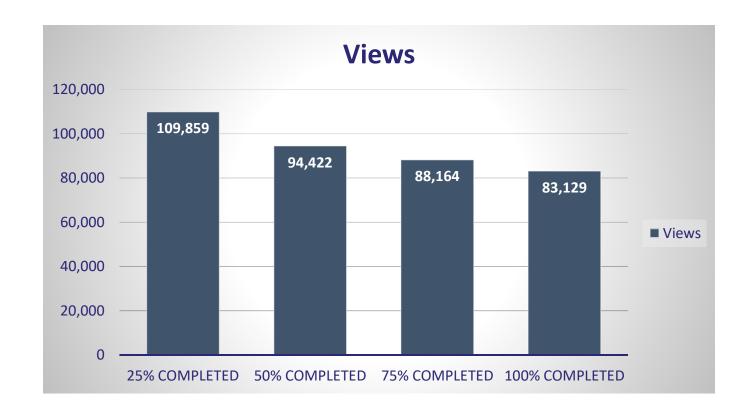


## Video. YouTube

134,473

Impressions

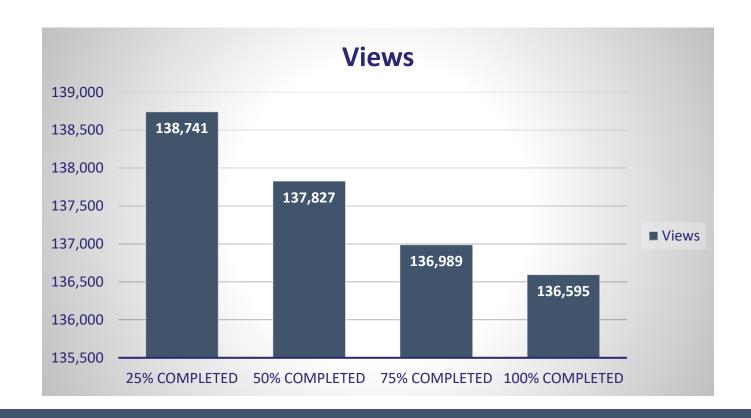
75 Clicks 83,636 Video Views

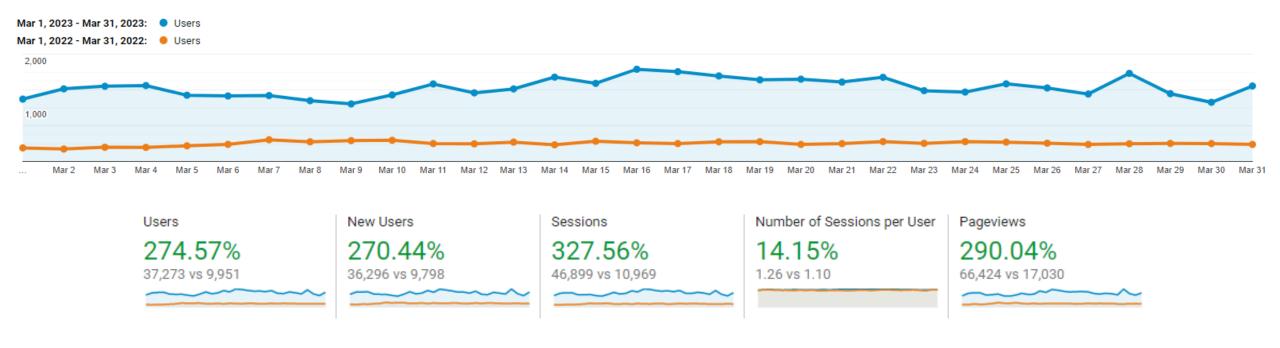


141,621 Impressions

136,595
Completed Views

96.45% Video Completion Rate





Site traffic was up by **274**% in March compared to the previous year. New users to your site were up **270**%.

% Change	313.12%
Mar 1, 2022 - Mar 31, 2022	<b>2,028</b> (22.14%)
Mar 1, 2023 - Mar 31, 2023	8,378 (22.08%)
Atlanta GA	

Orlando-Daytona Beach-Melbourne FL	
Mar 1, 2023 - Mar 31, 2023	1,713 (4.52%)
Mar 1, 2022 - Mar 31, 2022	<b>436</b> (4.76%)
% Change	292.89%

Tallahassee FL-Thomasville GA	
Mar 1, 2023 - Mar 31, 2023	764 (2.01%)
Mar 1, 2022 - Mar 31, 2022	<b>279</b> (3.05%)
% Change	173.84%

Birmingham (Ann and Tusc) AL	
Mar 1, 2023 - Mar 31, 2023	<b>2,567</b> (6.77%)
Mar 1, 2022 - Mar 31, 2022	<b>420</b> (4.58%)
% Change	511.19%

Jacksonville FL	
Mar 1, 2023 - Mar 31, 2023	1,088 (2.87%)
Mar 1, 2022 - Mar 31, 2022	<b>171</b> (1.87%)
% Change	536.26%

Nashville TN	
Mar 1, 2023 - Mar 31, 2023	<b>719</b> (1.90%)
Mar 1, 2022 - Mar 31, 2022	508 (5.55%)
% Change	41.54%

% Change	2,760.00%
Mar 1, 2022 - Mar 31, 2022	75 (0.82%)
Mar 1, 2023 - Mar 31, 2023	2,145 (5.65%)
Mobile AL-Pensacola (Ft. Walton Beach) FL	

Tampa-St. Petersburg (Sarasota) FL	
Mar 1, 2023 - Mar 31, 2023	877 (2.31%)
Mar 1, 2022 - Mar 31, 2022	<b>57</b> (0.62%)
% Change	1,438.60%

Dothan AL	
Mar 1, 2023 - Mar 31, 2023	<b>290</b> (0.76%)
Mar 1, 2022 - Mar 31, 2022	<b>36</b> (0.39%)
% Change	705.56%



14% of users attributed to our campaigns clicked through to several other pages on your website after visiting the homepage.

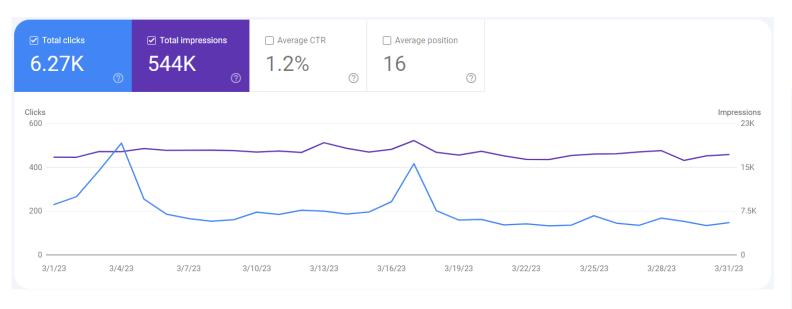
	Landing Page ⑦		Acquisition					
L			Sessions ? ↓	% New Sessions ?	New Users ?			
			<b>46,899</b> % of Total: 100.00% (46,899)	77.40% Avg for View: 77.39% (0.01%)	<b>36,300</b> % of Total: 100.01% (36,296)			
1.	/	P	32,217 (68.69%)	75.65%	24,373 (67.14%)			
2.	/free-visitors-guide/	P	1,431 (3.05%)	68.06%	974 (2.68%)			
3.	/unique-things-to-do-in-panama-city-f l/	P	<b>1,114</b> (2.38%)	87.16%	971 (2.67%)			
4.	/events/	P	969 (2.07%)	78.53%	761 (2.10%)			
5.	/annual-event/flluxe-arts-festival/	P	553 (1.18%)	72.15%	399 (1.10%)			
6.	/annual-event/st-paddys-day-festival/	P	<b>472</b> (1.01%)	91.10%	430 (1.18%)			
7.	/water-great-outdoors/	P	328 (0.70%)	89.33%	293 (0.81%)			
8.	/farmers-markets-in-panama-city/	æ	<b>315</b> (0.67%)	84.76%	267 (0.74%)			
9.	/annual-events/	P	281 (0.60%)	87.54%	246 (0.68%)			
10.	/panama-city-bay-cams/	P	<b>259</b> (0.55%)	40.54%	105 (0.29%)			

The Home page had the most visits in March – campaign traffic is directed there.

The Visitor Guide page is now the 2<sup>nd</sup> most visited page!

Events remain popular with 4 of the top visited pages.

## Google Search Console.

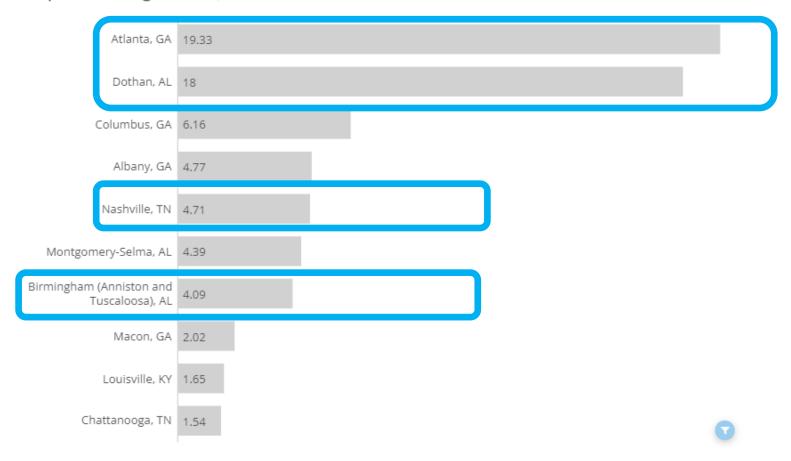


Google Search Console is used to monitor your website's organic performance. Your top queries show that the art festival was among the top queries where your page showed up in Google's organic results.

Top queries	→ Clicks	Impressions
panama city	850	152,092
panama city florida	255	33,227
unique things to do in panama city beach	110	1,110
destination panama city	85	330
panama city fl	72	7,981
panama city farmers market	70	477
panama city beach	68	7,140
panama city art festival	64	99
panama city events	62	732
flluxe art festival	61	129

## FY22 Q4 Visitation.

Top 10 Visiting Metros, % of Total Visitation



## FY23 Q4 Recommendation.

Tactic			July		August		Sep	tember
Paid Search			\$	12,000	\$1	2,000.00	\$1	2,000.00
Retargeting	Responsive: Display/Video		\$	2,000	\$	2,000	\$	2,000
Mobile App			\$	7,000	\$	7,000	\$	6,000
Display (EDN)	Conversion (ERN)		\$	6,000	\$	6,000	\$	6,000
Display (ERN)	Reach (ERN)		\$	6,000	\$	6,000	\$	6,000
Social	IG Reels/Stories		\$	5,000	\$	5,000	\$	5,000
Social	FB Carousels/Static/Slideshow		\$	5,000	\$	5,000	\$	5,000
сту/отт			\$	5,000	\$	5,000	\$	5,000
YouTube			\$	5,000	\$	5,000	\$	5,000
Streaming Audio			\$	3,000	\$	3,000	\$	3,000
		Digital SUB TOTAL	\$	56,000	\$	56,000	\$	55,000
		DIGITAL Q4 TOTAL	\$	167,000				

Proposed new markets for Q4:

Albany, GA

Montgomery, AL

Macon, GA

## Next Steps.

- Content Strategy Paid support to your content plans
- FY23 Q4 Plans
- FY24 Budgets Planning

# Oct2022 - Sept2023FY to Date Program Report Panama City, Florida, March 27, 2023



#### **Custom Travel Media Press Room**

Working closely with Destination Panama City, LRC created a custom "Panama City, Florida," digital Press Room that went live on the Travel Media Press Room website October 31, 2022. The Travel Media Press Room is the foundation of the PR and Media Relations Program and a trusted resource for journalists and travel writers. The Panama City, Florida, Press Room includes:

- ✓ An Overview of the Panama City, Florida
- ✓ Fast Facts & Trivia
- ✓ Annual Events
- ✓ Photo Gallery of Images with Captions
- ✓ Distributed Press Releases
- ✓ Destination Panama City Contact Information

Monthly E-Newsletters keep the Travel Media Press Room content in front of more than 2,700 media outlets and travel writers.

#### Travel Media Press Room E-Newsletter Featured Stories

- "Downtown Vibe in Panama City, Florida," March 6, 2023, and December 1, 2022
- "Savoring Seafood and More in Panama City, Florida," February 7, 2023
- "Panama City, Florida: Small-Town Charm and Funky Village Vibe," January 4, 2023
- "Individuality and Creativity are on Display among Special Events in Panama City, Florida," November 1, 2022

#### **Media Monitoring**

LRC worked with Cision to create a custom search in their media monitoring platform, programmed to find when keywords and phrases mentioned in the <a href="Panama City">Panama City</a>, Florida, Travel Media Press Room and the press releases LRC distributes, appear across millions of daily breaking news stories. Articles are reviewed to ensure relevancy, and impressions researched along with estimated value to show the prominence and influencing power of each published result. Significant results are shared with the Destination Panama City in real time via email. Data on all results is posted to spreadsheets to render concise, easy to review media monitoring and published results reports for Destination Panama City.

#### PR Campaign Press Releases

Distributed via the Travel Media Press Room and/or personally pitched to targeted Media Outlets and Travel Writers

- "Enjoying the Waters All Year Long in Panama City, Florida, distributed to 1,187 outlets, March 20, 2023
- "Savoring Seafood and More in Panama City, Florida," distributed to 1,183 outlets January 11, 2023
- "Fall in Love with These Romantic Southeastern Getaways," special LRC round-up release, dist. to 2,750 outlets, January 11, 2023
- "Downtown Vibe in Panama City, Florida," distributed to 1,189 outlets November 29, 2022

# Oct2022 - Sept2023FY to Date Program Report Panama City, Florida, March 27, 2023



#### Press Trips & Media Relations Activities:

#### February 2023

• Laurie met with Jennifer Vigil and Shelbie Scippio on February 10 to discuss press trips. It was decided the group trip will be in September 2023. Laurie will share notes with Ruth Sykes and set up a planning meeting via Zoom.

#### December 2022

- Laurie vetted a media opportunity with Orlando Voyager for an interview with Jennifer Vigil.
- LRC Director of Media Relations Ruth Sykes plans to visit to Panama City soon for a site visit in anticipation of media visit referrals.

#### Media Request/Lead Responses

Provided Information & links to the Panama City, Florida, Travel Media Press Room & DestinationPanamaCity.com

Media Outlet/Writer	Media Outlet/Writer Media Lead Topic, Requested Information			
Southern Living	Best Towns/Cities for Antique Shopping in Florida	03-10-23		
Best Life	Most Romantic U.S. Cities to Visit with Your Partner	03-01-23		
Price of Travel	Best Beaches for Spring and Summer	02-23-23		
Dana Berez	Best Bachelorette Party Destinations	02-23-23		
Real Food Traveler	Travel Ideas that make Great Valentine's Day Gifts	02-08-23		
GoNOMAD.com	Valentines Gift Guide with Getaway Destination Suggestions	01-25-23		
Best Life	The Best Off-The-Radar Destinations in the U.S.	01-23-23		
TripSavvy	Best U.S. Beach Towns	12-24-22		
Best Life	Favorite Small Towns in the Southern U.S.	11-16-22		
Best Life	Underrated Small Town Across the Country	11-02-22		

#### **LRC Social Media Posts**

Number of times Panama City, Florida, featured in posts to LRC Social Media Channels (Facebook, Twitter, and/or Instagram)							
• 2 posts, January 2023	• 3 posts, December 2022	• 1 post, November 2022					

#### **General Account Activities:**

#### December 2022

Researched and developed a value-added compilation of romantic destinations with best views, restaurants, and accommodations
for couples. The press release will be distributed and pitched in January and February.

#### November 2022

At Jennifer Vigil's request, Laurie provided a 150-word writeup for America's Great Loop Cruisers' Association publication.

# Oct2022 - Sept2023FY to Date Program Report Panama City, Florida, March 27, 2023



#### October 2022

- As a follow-up to the September Destination Panama City site visit, Katie provided the following suggested campaign topics and distribution schedule:
  - ✓ Fall 2022—Downtown(s) Vibe: Historic Districts, Arts and Restaurants with "If You Go" list of top events per season.
  - ✓ Winter 2023—Food & Drink: (including some "salty characters" descriptions) Waterfront and International Dining, Oysters & Beer.
  - ✓ Winter/Spring 2022—Top Outdoor Activities by Seasons: Focus on Water Activities with "If You Go" list of birding trail, state park, etc.
  - ✓ Spring 2023—Top 10 Activities/Reasons to Visit. This can be a combination of attractions (watersports, arts, breweries, etc.) and reasons (couples' getaway, family fun, etc.)

#### September 2022

• LRC's Laurie Rowe, Katie Reeder and Colette Boehm met with the Destination Panama City team and conducted a site visit September 27-28, 2022.

#### October 2022 - September 2023 Fiscal Year to Date LRC Media Monitoring and Published Results Report—Local PR Panama City, Florida March 27, 2023

Publication Date	Author	Publication Name & Article Title	Online Article Location/Link	Media Type	Digital Impressions	Broadcast Impressions	Total Impressions	Estimated Digital Value	Estimated Broadcast Value	Total Estimated Value
November-22	Ebonee Burrell	Panama City News Herald Panama City Songwriters Festival returns to downtown. Here's what to expect	https://www.newsherald.com/story/entertainment/events/2022/11/01/panama-city-fl-songwriters-festival-what-expect-event-nov-4-5/10609575002/	Digital	242,928	N/A	242,928	\$2,247	N/A	\$2,247
November-22	Ebonee Burrell	News Break Panama City Songwriters Festival returns to downtown. Here's what to expect	https://www.newsbreak.com/news/2806795811954/panama-city-songwriters-festival-returns-to-downtown-here-s-what-to-expect	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
November-22	Chloe Sparks	WMBB-TV News 13 Songwriters Festival beings this weekend in Panama City	https://www.mypanhandle.com/news/songwriters-festival-begins-this- weekend-in-panama-city/	Digital	355,298	N/A	355,298	\$3,287	N/A	\$3,287
November-22	WJHG-TV Staff	WJHG-TV News Channel 7 Panama City Songwriters Festival	Not Applicable	Broadcast	N/A	5,000	5,000	N/A	\$306	\$306
November-22	WJHG-TV Staff	WJGH-TV News Channel 7 Panama City Songwriters Festival	Not Applicable	Broadcast	N/A	3,000	3,000	N/A	\$175	\$175
November-22	Chloe Sparks	News Break Songwriters Festival begins this weekend in Panama City	https://www.newsbreak.com/news/2806958138700/songwriters-festival-begins-this-weekend-in-panama-city	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
November-22	WJHG-TV Staff	WJGH-TV News Channel 7 Downtown After Dark returns to Panama City	https://www.wjhg.com/2022/11/03/downtown-after-dark-returns-panama- city/	Digital	182,716	N/A	182,716	\$1,690	N/A	\$1,690
November-22	Ebonee Burrell	News Break 'Art is for everyone': Public Eye Soar art festival returns to Gulf Coast State	https://www.newsbreak.com/news/2815022647150/art-is-for-everyone-public-eye-soar-art-festival-returns-to-gulf-coast-state	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
November-22	Ebonee Burrell	Panama City News Herald 'Art is for everyone': Public Eye Soar art festival returns to Gulf Coast State	https://www.newsherald.com/story/news/local/2022/11/07/public-eye-soar-brings-projection-art-festival-panama-city-college/8251772001/	Digital	242,928	N/A	242,928	\$2,247	N/A	\$2,247
November-22	Ebonee Burrell	News Break Jazz by the Bay Festival returns to St. Andrews. What to know before you go this weekend	https://www.newsbreak.com/news/2819242083670/jazz-by-the-bay-festival-returns-to-st-andrews-what-to-know-before-you-go-this-weekend	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
November-22	Ebonee Burrell	Panama City News Herald Jazz by the Bay Festival returns to St. Andrews. What to know before you go this weekend	https://www.newsherald.com/story/news/local/2022/11/10/jazz-bay-festival-panama-city-florida-returns-entertainment/8291334001/	Digital	242,928	N/A	242,928	\$2,247	N/A	\$2,247
November-22	Chloe Sparks	WMBB-TV News 13 Public Eye Soar Festival officials excited for additions	https://www.mypanhandle.com/news/public-eye-soar-festival-officials- excited-for-additions/	Digital	355,298	N/A	355,298	\$3,287	N/A	\$3,287
November-22	Ebonee Burrell	MSN Music  Jazz by the Bay Festival returns to St. Andrews.  What to know before you go this weekend	https://www.msn.com/en-us/music/news/jazz-by-the-bay-festival-returns-to-st-andrews-what-to-know-before-you-go-this-weekend/ar-AA13XIGs	Digital	1,130,070,312	N/A	1,130,070,312	\$10,453,150	N/A	\$10,453,150
November-22	Ebonee Burrell	Panama City News Herald  Jingle Bell Express offers free trolley rides from St. Andrews to downtown Panama City	https://www.newsherald.com/story/news/local/2022/11/30/free-trolley-rides-given-explore-holiday-events-panama-city-florida/10788914002/	Digital	242,928	N/A	242,928	\$2,247	N/A	\$2,247
December-22	Ebonee Burrell	News Break Panama City Symphony Orchestra to host 5th annual Holiday by the Bay concert	https://www.newsbreak.com/news/2850799160781/panama-city-symphony- orchestra-to-host-5th-annual-holiday-by-the-bay-concert	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723

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December-22	Ebonee Burrell	WJHG-TV News 7 Panama City Symphony Orchestra Presents Holiday by the Bay	https://www.wjhg.com/2022/12/08/panama-city-symphony-orchestra- presents-holiday-by-bay/	Digital	182,716	N/A	182,716	\$1,690	N/A	\$1,690
January-23	Ebonee Burrell	News Break Bay County welcomes over 25 eateries to the restaurant scene in 2022	https://www.newsbreak.com/news/2877742629797-bay-county-welcomes- over-25-eateries-to-the-restaurant-scene-in-2022	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
January-23	Ebonee Burrell	Panama City News Herald Bay County welcomes over 25 eateries to the restaurant scene in 2023	https://www.newsherald.com/story/news/local/2023/01/03/bay-county-welcomed-more-than-25-restaurants-in-2022/69762470007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
January-23	Ebonee Burrell	MSN Food and Drink Looking for a great brew? Here are 8 Bay County coffee shops to find the perfect cup	https://www.msn.com/en-us/foodanddrink/foodnews/looking-for-a-great-brew-here-are-8-bay-county-coffee-shops-to-find-the-perfect-cup/ar-AA16fOAT	Digital	1,130,070,312	N/A	1,130,070,312	\$10,453,150	N/A	\$10,453,150
January-23	Ebonee Burrell	News Break Looking for a great brew? Here are 8 Bay County coffee shops to find the perfect cup	https://www.newsbreak.com/news/2888064043087/looking-for-a-great-brew-here-are-8-bay-county-coffee-shops-to-find-the-perfect-cup	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
January-23	Ebonee Burrell	Panama City News Herald Looking for a great brew? Here are 8 Bay County coffee shops to find the perfect cup	https://www.newsherald.com/story/news/local/2023/01/12/here-are-8-local-coffees-shops-to-try-in-bay-county/69792806007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
January-23	Ebonee Burrell	Panama City News Herald Panama City Symphony season continues with guest soloists, masterclasses	https://www.newsherald.com/story/news/local/2023/01/18/panama-city-symphony-orchestra-presents-west-side-story-concert/69813667007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
January-23	Ebonee Burrell	News Break Panama City Symphony season continues with guest soloists, masterclasses	https://www.newsbreak.com/news/2894466147344-panama-city-symphony-season-continues-with-guest-soloists-masterclasses	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
January-23	Ebonee Burrell	MSN Entertainment Panama City Symphony season continues with guest soloists, masterclasses	https://www.msn.com/en-us/entertainment/news/panama-city-symphony-season-continues-with-guest-soloists-masterclasses/ar-AA16tgnD	Digital	1,130,070,312	N/A	1,130,070,312	\$10,453,150	N/A	\$10,453,150
February-23	Ebonee Burrell	Panama City News Herald  'We're expecting our best year yet'; Nearly 50K expected at St. Andrews' 26th Mardi Gras festival	https://www.newsherald.com/story/entertainment/events/2023/02/09/mardigras-rolls-back-into-in-st-andrews-for-its-26th-year/69876268007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
February-23	Ebonee Burrell	News Break 'We're expecting our best year yet'; Nearly 50K expected at St. Andrews' 26th Mardi Gras festival	https://www.newsbreak.com/news/2919267903752-it-s-going-to-be-big-st-andrews-mardi-gras-expected-to-see-record-breaking-crowds	Digital	22,672,724	N/A	22,672,724	\$209,723	N/A	\$209,723
February-23	Chloe Sparks	WMBB-TV News 13 Largest Mardi Gras parade in Bay County begins on Friday	https://www.mypanhandle.com/news/local-news/largest-bay-county-mardi- gras-parade-begins-on-friday/	Digital	355,298	N/A	355,298	\$3,287	N/A	\$3,287
February-23	Cortney Evans	WMBB-TV News 13 Rain or shine, people and vendors enjoy St. Andrews Mardi Gras	https://www.mypanhandle.com/news/local-news/bay-county/panama- city/rain-or-shine-people-and-vendors-enjoy-st-andrews-mardi-gras/	Digital	355,298	N/A	355,298	\$3,287	N/A	\$3,287
February-23	WJHG Staff	WJHG-TV News 7 Panama City Symphony Orchestra's Upcoming Concerts	https://www.wjhg.com/video/2023/02/13/panama-city-symphony-orchestras- upcoming-concerts/	Digital	182,716	N/A	182,716	\$1,690	N/A	\$1,690

# October 2022 - September 2023 Fiscal Year to Date LRC Media Monitoring and Published Results Report—Local PR Panama City, Florida March 27, 2023

Publication Date	Author	Publication Name & Article Title	Online Article Location/Link	Media Type	Digital Impressions	Broadcast Impressions	Total Impressions	Estimated Digital Value	Estimated Broadcast Value	Total Estimated Value
February-23	Ebonee Burrell	Panama City News Herald Fasting during Lent? Here are 6 Bay County eateries that serve great fried fish	https://www.newsherald.com/story/entertainment/dining/2023/02/22/six-bay county-restaurants-that-serve-great-fried-fish/69914287007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
February-23	Ebonee Burrell	Panama City News Herald FLLuxe Arts Festival is returning to downtown Panama City. Here's what to expect	https://www.newsherald.com/story/entertainment/arts/2023/02/27/flluxe-arts-festival-set-to-return-to-downtown-panama-city/69939759007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
March-23	WMBB Staff	WMBB-TV News 13, This Morning & Midday FL Luxe Arts Festiva	Not Applicable	Broadcast	N/A	10,000	10,000	N/A	\$432	\$432
March-23	WJHG Staff	WJHG-TV News Channel 7 FL Luxe Arts Festival	Not Applicable	Broadcast	N/A	5,000	5,000	N/A	\$278	\$278
March-23	WJHG Staff	WJHG-TV News 7 FLLUXE Arts Fest Returns	https://www.wjhg.com/2023/03/02/filluxe-arts-fest-returns/	Digital	182,716	N/A	182,716	\$1,690	N/A	\$1,690
March-23	Ebonee Burrell	Panama City News Herald Spread the luck: Here are 8 events to celebrate St. Patrick's Day in Bay County	https://www.newsherald.com/story/entertainment/events/2023/03/15/8-events-in-bay-county-to-celebrate-st-patricks-day/69975926007/	Digital	419,776	N/A	419,776	\$3,883	N/A	\$3,883
	36 PUBLISHED RESULTS				3,600,570,580	23,000	3,600,593,580	\$33,305,278	\$1,191	\$33,306,469

#### LRC REPORTING METHODOLOGY

When available, LRC provides the number of impressions and estimated ad values, because combined with media credibility, they are considered a good measure for showing the "prominence" and influencing power of published results.

**Digital Impressions** represent the opportunity to view the article online and are based on the average number of Unique Monthly Visitors (UMVs), digital subscribers and/or social media followers when applicable. **Digital Value** is computed by applying a trusted formula provided by ITK Information Services, a media monitoring company, to the number of digital impressions.

**Print impressions** are based on the publication's readership. When readership is not available, LRC multiplies circulation by 2.5 to determine readership. Print Value is based on current advertising rates for the space the article occupied. LRC does not apply an industry multiplier typically calculated at 2.5 times the determined ad value.

**Broadcast Impressions** are based on the number of potential viewers/listeners at the time the story aired as provided by the broadcast station. Broadcast Value is based on current advertising rates for the time slot and duration of the coverage.

# October 2022 - September 2023 Fiscal Year to Date LRC Media Monitoring and Published Results Report—Earned Media Panama City, Florida March 27, 2023

Publication Date	Author	Publication Name & Article Title	Online Article Location/Link	Media Type	Digital Impressions	Print Impressions	Total Impressions	Estimated Digital Value	Estimated Print Value	Total Estimated Value
November-22	Luisa Kho	<b>Travel Lens</b> 15 Best Things to Do in Panama City, FL	https://www.travellens.co/best-things-to-do-in-panama-city-fl/	Digital	155,295	N/A	155,295	\$1,436	N/A	\$1,436
November-22	Marisa Roman	Only In Your State The Hidden Gem Seafood Spot Gene's In Florida, Has Out-Of-This-World Food	https://www.onlyinyourstate.com/florida/hidden-gem-seafood-spot-genes-fl/	Digital	6,409,710	N/A	6,409,710	\$59,290	N/A	\$59,290
December-22	Victor Block (non LRC result)	Go World Travel Festivals Can Be Fun, Funky, Fantastic and Fanciful	https://www.goworldtravel.com/festivals-can-be-fun-funky-fantastic-and-fanciful	Digital	248,460	N/A	248,460	\$2,298	N/A	\$2,298
December-22	Christina Rado	Family Destinations Guide 20 Best Day Trips From Tallahassee Places Nearby!	https://familydestinationsguide.com/best-day-trips-from-tallahassee-fl/	Digital	15,234	N/A	15,234	\$141	N/A	\$141
December-22	Marisa Roman	Only In Your State The Oyster Trail in Florida Features The Freshest Seafood In The South	https://www.onlyinyourstate.com/florida/oyster-trail-seafood-fl/	Digital	6,409,710	N/A	6,409,710	\$59,290	N/A	\$59,290
February-23	Rolling Out Staff	Rolling Out Vacationing in Florida? Fun things to do, Black cultural sites to see	https://rollingout.com/2023/02/10/florida-black-cultural-sites/	Digital	857,339	N/A	857,339	\$7,930	N/A	\$7,930
March-23	Cheré Coen	My New Orleans 12 Gulf Coast Ways to Get Off the Beaten Path	https://www.myneworleans.com/12-gulf-coast-ways-to-get-off-the-beaten- path/	Digital & Print	99,532	84,660	184,192	\$921	\$3,571	\$4,492
March-23	Deb Thompson	Just Short of Crazy  Northwest Florida Travel Guide	https://www.justshortofcrazy.com/northwest-florida-travel-guide/	Digital	176,615	N/A	176,615	\$1,634	N/A	\$1,634
March-23	Deb Thompson	MSN News Northwest Florida Travel Guide	https://www.msn.com/en-us/news/other/northwest-florida-travel-guide/ar- AA18PkKZ	Digital	1,130,070,312	N/A	1,130,070,312	\$10,453,150	N/A	\$10,453,150
March-23	Deb Thompson	Just Short of Crazy A Day Trip To St Andrews Where They're Keeping It Salty	https://www.justshortofcrazy.com/st-andrews-florida/	Digital	176,615	N/A	176,615	\$1,634	N/A	\$1,634
March-23	Deb Thompson	MSN News A Day Trip To St Andrews Where They're Keeping It Salty	https://www.msn.com/en-us/news/other/a-day-trip-to-st-andrews-where-theyre-keeping-it-salty/ar-AA18TCNG	Digital	1,130,070,312	N/A	1,130,070,312	\$10,453,150	N/A	\$10,453,150
	11 PUBLISHED RESULTS					84,660	2,274,773,794	\$21,040,874	\$3,571	\$21,044,446

#### LRC REPORTING METHODOLOGY

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