



DESTINATION PANAMA CITY
REGULAR MEETING

Location: Destination Panama City Visitor's Center
101 West Beach Drive, Panama City, FL 32401
August 15, 2023

- 1) Roll Call
- 2) Approval of Minutes – April 25, 2023
- 3) Acceptance of TDT Revenue Reports – FY23 Collections thru May 2023
- 4) Financial Status Report – Period Ending June 30, 2023
- 5) FY24 Annual Program of Work
- 6) FY24 Proposed Budget
- 7) Signature Event MOU – Proposed Revision
- 8) Proposed Facility Use Agreement Policy
- 9) CEO Evaluation Committee Ratification
- 10) Ratification of St Andrews School Lease
- 11) Visitor's Center Storage Expansion Project
- 12) St. Andrews School Project
- 13) CEO Update
- 14) Adjournment

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board accept the Board Meeting Minutes of 2/28/2023 as presented.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Board Meeting Minutes of 4/25/2023 have been prepared for review and acceptance.



DESTINATION PANAMA CITY
REGULAR MEETING MINUTES

Location: Bay County Government Complex
840 West 11th Street, Panama City, FL 32401

April 25, 2023

(Immediately following City of Panama City Board Meeting)

- 1) Roll Call – Present at the meeting were: Chairman Nirav Banker, Vice Chair Kenneth Brown, and Board Members Greg Brudnicki, Jenna Haligas, Billy Rader, and Joshua Street.
- 2) Approval of Minutes – February 28, 2023
 - a) Motion to approve Minutes as presented was made by Board Member Greg Brudnicki followed by a second from Chairman Banker. The motion passed unanimously.
- 3) Acceptance of TDT Revenue Reports – FY23 Collections thru February 2023
 - a) Motion to approve the TDT Revenue Reports as presented was made by Board Member Billy Rader followed by a second from Board Member Kenneth Brown. The motion passed unanimously.
- 4) Financial Status Report – Period Ending March 31, 2023
 - a) Board Member Brudnicki requested the Visa detail be included in the financial packages and then made a motion to approve the Financial Status report as prepared by Suzanne Kennon and reviewed by CEO Vigil. Chairman Banker seconded the motion. The motion passed unanimously.
- 5) Board Member Vacancy and Recommendation
 - a) CEO Vigil stated that Jean Capps, General Manager of the new Hotel Indigo, had expressed interest in the vacant large collector seat on the board. CEO Vigil stated that Jean Capps would make an excellent addition to the board given her prior experience as a general manager at a nearby bayfront lodging property and her years of professional experience in the hospitality and tourism industries. Board Member Jenna Haligas motioned to appoint Jean Capps to fill the large collector seat

on the Destination Panama City Board of Directors. Board Member Brudnicki seconded the motion and it passed unanimously.

- 6) Authorize CEO to seek alternate architectural services – StA School
 - a) CEO Vigil stated that she would like to initiate conversations with architects on the Bay County professional services agreement task order list to assess whether or not there would be a local architect that would be interested in working on the St Andrews School project that would result in a cost savings. Chairman Banker motioned to allow CEO Vigil to initiate conversations to gauge interest. Board Member Joshua Street seconded the motion and it passed unanimously.
- 7) Authorize advertisement of construction RFP for Visitor’s Center storage expansion
 - a) Board Member Greg Brudnicki motioned to allow CEO Vigil to move forward with an RFP to construct temperature controlled space on the ground level of the Visitor’s Center for storage and improvement. Board Member Brown seconded the motion and it passed unanimously.
- 8) Request to update Facility Use policy
 - a) CEO Vigil informed the board that the Facility Use policy needed to be updated. Staffing levels have changed and there will now be office hours on Saturdays from 10am – 2pm and currently there are no weekend rates within the current policy. CEO Vigil stated staff would be reviewing other venue rates and fees and provide a draft policy to the board at the July meeting.
- 9) CEO Update – CEO Vigil discussed the success of the first two months of the Hotelbeds.com initiative and the excellent results of the digital media placements made with Advance Travel & Tourism. CEO Vigil updated the board on upcoming familiarization tours that would be occurring in May and September, Destination Panama City’s participation in the Southeast Tourism Society’s Domestic Showcase, as well as the earned media report prepared by Laurie Rowe & Company.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board approve the Tourist Development Tax collections as reported by Bay County Clerk of Court.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

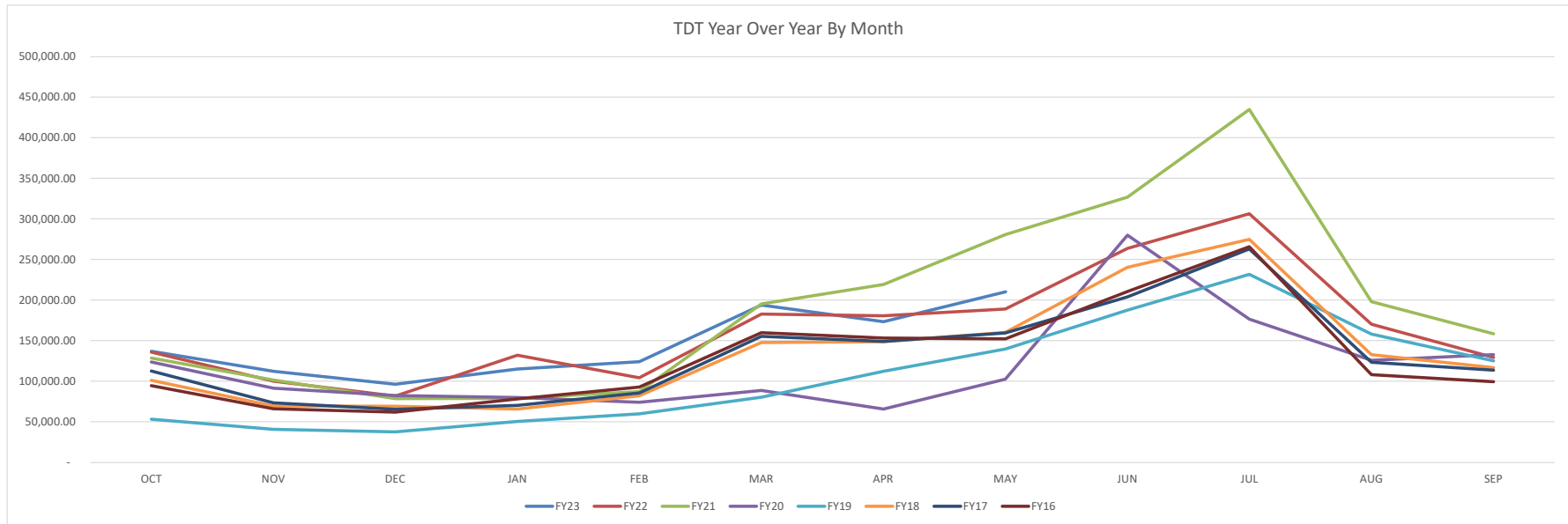
5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Tourist Development Taxes are collected by Bay County Clerk of Court and reported to Destination Panama City.

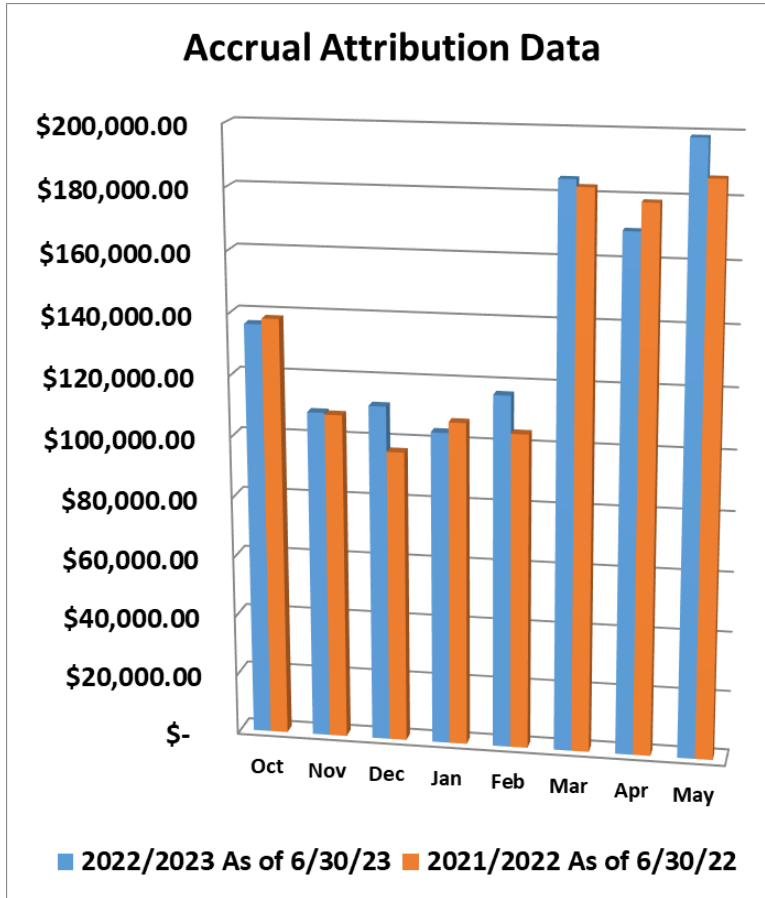


	FY23	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15
OCT	136,847.79	135,808.08	128,768.79	123,861.73	53,465.19	101,281.73	112,754.00	94,571.27	-
NOV	112,426.73	100,118.98	101,630.73	91,643.79	40,942.54	69,765.50	73,327.00	66,059.88	-
DEC	96,525.57	81,802.37	78,649.26	82,443.03	37,691.14	69,355.65	65,657.00	62,079.90	-
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	193,796.73	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	173,560.21	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	210,329.81	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	1,162,695.82	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 Attribution Data					
	<u>2022/2023 As</u> <u>of 6/30/23</u>	<u>2021/2022 As</u> <u>of 6/30/22</u>	<u>Variance</u>	<u>Variance %</u>	<u>2021/2022</u> <u>FINAL 6/30/23</u>
Oct	\$ 136,389.24	\$ 138,259.34	\$ (1,870.10)	-1.35%	\$ 139,707.69
Nov	\$ 108,504.69	\$ 107,978.17	\$ 526.52	0.49%	\$ 109,519.77
Dec	\$ 111,446.43	\$ 96,725.96	\$ 14,720.47	15.22%	\$ 106,142.20
Jan	\$ 103,757.67	\$ 107,240.95	\$ (3,483.28)	-3.25%	\$ 107,673.68
Feb	\$ 116,697.29	\$ 104,458.92	\$ 12,238.37	11.72%	\$ 105,041.08
Mar	\$ 185,152.92	\$ 182,800.90	\$ 2,352.02	1.29%	\$ 184,023.59
Apr	\$ 169,708.08	\$ 178,675.05	\$ (8,966.97)	-5.02%	\$ 180,110.27
May	\$ 198,783.17	\$ 186,535.87	\$ 12,247.30	6.57%	\$ 189,065.83
Jun-Sep	\$ 623.71	\$ 576.91			
	\$ 1,131,063.20	\$ 1,103,252.07	\$ 27,811.13	2.52%	\$ 1,121,284.11

Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

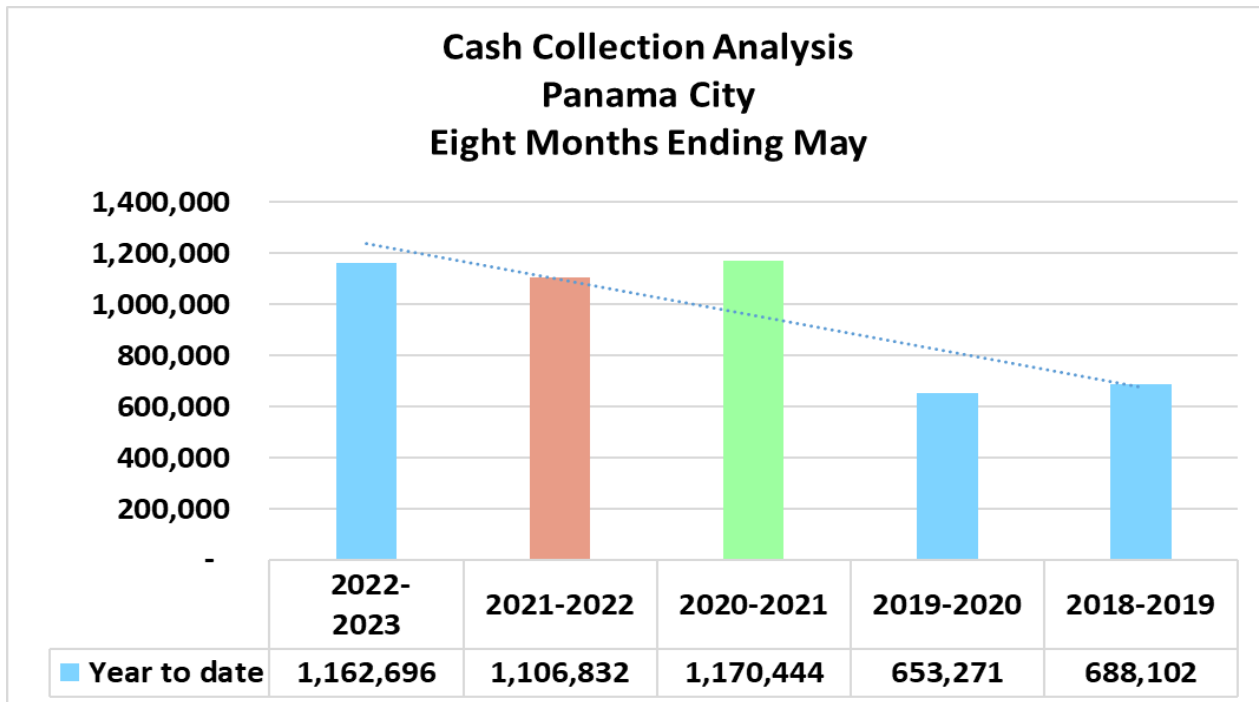
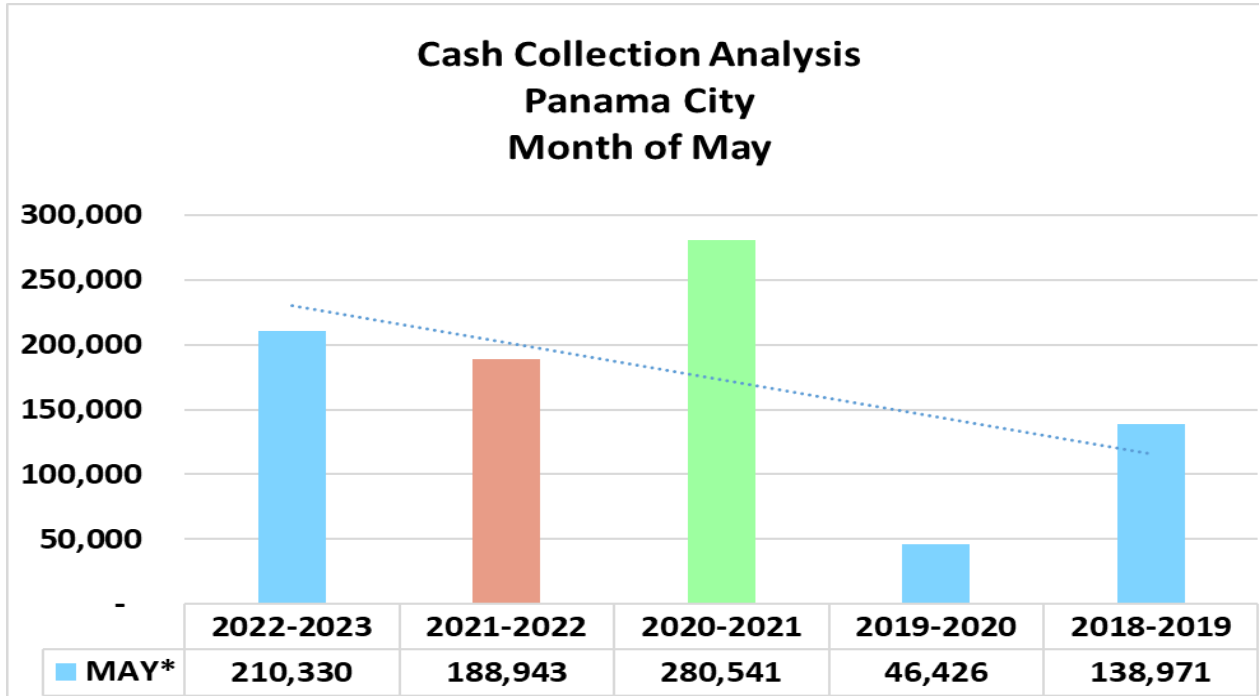
Express Delivery: 225 McKenzie Ave, Panama City, Florida 32401

Phone: (850) 747-5226 Fax: (850) 747-5212

Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: TDC@BayCoClerk.com



Tourist Development Tax, Bay County, Florida



Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

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Tourist Development Tax, Bay County, Florida

FY2023 Cash/Accrual Breakdown

<u>Panama City</u>										
Collected in										
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Attributed period	Pre	\$ 5,202.11	\$ 635.89	\$ 600.00	\$ 10,587.04	\$ 1,565.39	\$ 3,402.66	\$ 1,333.98	\$ 8,305.55	\$ 31,632.62
	Oct	\$ 131,612.04	\$ 4,347.53	\$ 139.26	\$ 50.00	\$ 240.41				\$ 136,389.24
	Nov	\$ 33.64	\$ 107,443.31	\$ 265.53	\$ 488.40	\$ 197.44		\$ 76.37		\$ 108,504.69
	Dec			\$ 95,520.78	\$ 3,101.74	\$ 3,443.23	\$ 6,000.03	\$ 1,406.25	\$ 1,974.40	\$ 111,446.43
	Jan				\$ 100,409.64	\$ 2,707.53	\$ 521.71	\$ 118.79		\$ 103,757.67
	Feb				\$ 496.99	\$ 115,284.41	\$ 506.47	\$ 311.13	\$ 98.29	\$ 116,697.29
	Mar					\$ 636.76	\$ 183,113.42	\$ 1,087.34	\$ 315.40	\$ 185,152.92
	Apr						\$ 252.44	\$ 168,937.27	\$ 518.37	\$ 169,708.08
	May							\$ 289.08	\$ 198,494.09	\$ 198,783.17
	Jun								\$ 623.71	\$ 623.71
	Jul									\$ -
	Aug									\$ -
	Sep									\$ -
Post									\$ -	
	\$ 136,847.79	\$ 112,426.73	\$ 96,525.57	\$ 115,133.81	\$ 124,075.17	\$ 193,796.73	\$ 173,560.21	\$ 210,329.81	\$ 1,162,695.82	

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**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board accept the financial status reports as presented for period ending June 30, 2023.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Attached is the June Financial Package for Board review and approval.

Destination Panama City

Statement of Net Position

As of June 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10001 Checking - Bankcorp South	429,376.19
Total Bank Accounts	\$429,376.19
Accounts Receivable	
11500 Accounts Receivable (A/R)	330,730.24
Total Accounts Receivable	\$330,730.24
Other Current Assets	
155100 Prepaid Insurance	9,691.30
Total Other Current Assets	\$9,691.30
Total Current Assets	\$769,797.73
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
TOTAL ASSETS	\$2,109,980.73
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20200 Accounts Payable (A/P)	37,408.38
Total Accounts Payable	\$37,408.38
Other Current Liabilities	
20400 Advance Deposits	100,000.00
21600 Compensated Absences	35,891.00
21601 Accrued Payroll	2,660.15
Payroll Liabilities	
21802 Federal Unemployment (940)	221.32
21803 FL Unemployment Tax	266.25
21821 Health Insurance	-3,439.46
21822 Dental Insurance	-154.36
21824 Life Insurance	-20.60
21825 Vision Insurance	-16.56
Total Payroll Liabilities	-3,143.41
Total Other Current Liabilities	\$135,407.74
Total Current Liabilities	\$172,816.12
Total Liabilities	\$172,816.12

Destination Panama City

Statement of Net Position

As of June 30, 2023

	TOTAL
Equity	
27100 Fund Balance - Unrestricted	1,707,885.62
Retained Earnings	194,086.65
Net Income	35,192.34
Total Equity	\$1,937,164.61
TOTAL LIABILITIES AND EQUITY	\$2,109,980.73

Destination Panama City

Statement of Revenues, Expenses and Change in Net Position

June 2023

	TOTAL	
	JUN 2023	OCT 2022 - JUN 2023 (YTD)
Income		
31000 Bay County TDC Contract	191,377.95	1,207,240.76
34132 Co-Op Advertising Revenue	1,200.00	1,200.00
35000 Event Income		11,028.53
35915 Event Booth Rental	1,560.00	4,330.00
36200 Facility Rent Income	580.00	1,841.65
366140 Pvt Contribs & Donations	40.00	170.00
38000 Interest Income	423.11	3,517.89
39000 Misc Revenue		958.06
Total Income	\$195,181.06	\$1,230,286.89
GROSS PROFIT	\$195,181.06	\$1,230,286.89
Expenses		
51200 Regular Salaries	24,370.10	214,499.00
52100 FICA	1,843.32	16,215.10
52200 Retirement Contributions	1,363.92	13,027.87
52207 Health Insurance	3,748.07	26,292.69
52208 Dental Insurance	269.46	1,859.63
52300 Life Insurance	61.80	391.40
52500 Unemployment Insurance	149.43	2,387.73
53100 Professional Services	440.00	3,919.00
53200 Accounting & Auditing	2,465.75	17,422.79
53400 Other Contractual	1,107.60	11,435.64
53401 Marketing Contractual Services	1,847.96	141,395.66
54000 Travel per Diem Staff	1,248.15	16,206.68
54001 Travel Per Diem Non-Staff		749.48
54100 Communications	890.87	7,706.57
54200 Postage & Freight	666.86	5,344.86
54300 Utility	2,155.20	8,814.52
54400 Rentals & Leases	151.67	2,768.73
54500 Insurance		1,015.86
54600 Repair & Maintenance	3,148.64	12,439.00
54700 Printing & Binding		766.11
54800 Promotional Activities	124,284.77	590,977.19
54801 Creative Services		6,920.00
54802 Media Commissions	9,100.00	12,750.00
54900 Other Current Charges	469.57	18,559.44
55100 Office Supplies		251.20
55200 Operating Supplies	82.47	5,388.60
55400 Books, Pubs, Memberships	31.79	31,352.29
55500 Training	994.00	13,813.49

Destination Panama City

Statement of Revenues, Expenses and Change in Net Position

June 2023

	TOTAL	
	JUN 2023	OCT 2022 - JUN 2023 (YTD)
56400 Machinery & Equipment	1,396.25	10,424.02
Total Expenses	\$182,287.65	\$1,195,094.55
NET OPERATING INCOME	\$12,893.41	\$35,192.34
NET INCOME	\$12,893.41	\$35,192.34

Destination Panama City Budget vs. Actual

Explanation provided for line items greater than 95% of annual budget
Percentage of Year complete = 75%

	Actual through June 30, 2023	Annual Budget	over Budget	% of Budget	Explanation
Revenues					
31000 Bay County TDC Contract	1,207,240.76	2,178,232.00	-970,991.24	55.42%	
34132 Co-Op Advertising Revenue	1,200.00	0.00	1,200.00	100.00%	Tearaway Maps
35000 Event Income	11,028.53	0.00	11,028.53	100.00%	Oktoberfest & Downtown After Dark Event Revenue
35915 Event Booth Rental	4,330.00	0.00	4,330.00	200.00%	Booth rentals for Salute to Freedom
36200 Facility Rent Income	1,841.65	0.00	1,841.65	100.00%	SHRM, Tyndall Spouses, Think & Trane rentals
36614 Donations	170.00	0.00	170.00	100.00%	Donations
38000 Interest Income	3,517.89	0.00	3,517.89	100.00%	Interest earned on operating account
39000 Misc Revenue	958.06	0.00	958.06	100.00%	Refund of unopened cases from Oktoberfest (Expensed in prior year) and Refund on old copier lease
39500 Cash Carry Forward/County Contract	0.00	325,000.00	-325,000.00	0.00%	
Total Income	\$ 1,230,286.89	\$ 2,503,232.00	-\$ 1,272,945.11	49.15%	
Expenses					
51200 Regular Salaries	214,499.00	303,097.60	-88,598.60	70.77%	
51500 Special Pay	0.00	13,000.00	-13,000.00	0.00%	
52100 FICA	16,215.10	23,027.77	-6,812.67	70.42%	
52200 Retirement Contributions	13,027.87	18,074.76	-5,046.89	72.08%	
52207 Health Insurance	26,292.69	44,000.00	-17,707.31	59.76%	
52208 Dental Insurance	1,859.63	1,500.00	359.63	123.98%	Additional employee elected coverage in Nov
52300 Life Insurance	391.40	1,000.00	-608.60	39.14%	
52400 Workers Comp	0.00	3,125.00	-3,125.00	0.00%	
52500 Unemployment Insurance	2,387.73	1,500.00	887.73	159.18%	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. Update for May - Hired new employee therefore additional unemployment will be incurred until she reaches \$7,000 of wages
53100 Professional Services	3,919.00	8,000.00	-4,081.00	48.99%	
53200 Accounting & Auditing	17,422.79	25,000.00	-7,577.21	69.69%	
53400 Other Contractual	11,435.64	12,000.00	-564.36	95.30%	Includes Elevator Maintenance Contract of \$1784.25 paid in April
53401 Marketing Contractual Services	141,395.66	300,000.00	-158,604.34	47.13%	
54000 Travel per Diem Staff	16,206.68	30,200.00	-13,993.32	53.66%	
54001 Travel Per Diem Non-Staff	749.48	8,000.00	-7,250.52	9.37%	
54100 Communications	7,706.57	12,000.00	-4,293.43	64.22%	
54200 Postage & Freight	5,344.86	17,000.00	-11,655.14	31.44%	
54300 Utility	8,814.52	12,000.00	-3,185.48	73.45%	

Destination Panama City Budget vs. Actual

Explanation provided for line items greater than 95% of annual budget
Percentage of Year complete = 75%

	Actual through June 30, 2023	Annual Budget	over Budget	% of Budget	Explanation
54400 Rentals & Leases	2,768.73	8,000.00	-5,231.27	34.61%	
54500 Insurance	1,015.86	18,000.00	-16,984.14	5.64%	
54600 Repair & Maintenance	12,439.00	16,000.00	-3,561.00	77.74%	
54700 Printing & Binding	766.11	38,000.00	-37,233.89	2.02%	
54800 Promotional Activities	590,977.19	1,200,000.00	-609,022.81	49.25%	
54801 Creative Services	6,920.00	0.00	6,920.00	100.00%	New Account created to track various types of promotional expenses. Total Promotional Activities expenses = \$610,647 which is 51% of the budget
54802 Media Commissions	12,750.00	0.00	12,750.00	100.00%	New Account created to track various types of promotional expenses. Total Promotional Activities expenses = \$610,647 which is 51% of the budget
54900 Other Current Charges	18,559.44	13,000.00	5,559.44	142.76%	\$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	5,388.60	20,000.00	-14,611.40	26.94%	
55400 Books, Pubs, Memberships	31,352.29	40,000.00	-8,647.71	78.38%	
55500 Training	13,813.49	7,500.00	6,313.49	184.18%	\$7500 paid to Annetta Wilson in May for Media Training
55700 Operational Reserve for Contingency	0.00	302,706.87	-302,706.87	0.00%	
56400 Machinery & Equipment	10,424.02	5,000.00	5,424.02	208.48%	locks on public restrooms, facility camera system & Conference Room Video System
Total Expenses	\$ 1,195,094.55	\$ 2,503,232.00	-\$ 1,308,137.45	47.74%	
Net Operating Income	\$ 35,192.34	\$ 0.00	\$ 35,192.34		
Net Income	\$ 35,192.34	\$ 0.00	\$ 35,192.34		

Destination Panama City



A/R Aging Summary

As of June 30, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Tourism Contract	329,976.72					\$329,976.72
St Andrews School	753.52					\$753.52
Total Tourism Contract	330,730.24					\$330,730.24
TOTAL	\$330,730.24	\$0.00	\$0.00	\$0.00	\$0.00	\$330,730.24

TB

Destination Panama City



A/P Aging Summary

As of June 30, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Bay County Chamber of Commerce				-885.22		\$ -885.22
Beach TV Cable Company, Inc	1,116.90					\$1,116.90
City of Panama City	1,183.63					\$1,183.63
FPL Northwest FL	440.81					\$440.81
Frontline Insurance	9,691.30					\$9,691.30
Kennon Accounting Solutions, Inc	2,310.75					\$2,310.75
Print Source	492.43					\$492.43
Raymond James	681.96					\$681.96
Rotary Club of Panama City Florida			491.00			\$491.00
UniFirst Corporation	99.10					\$99.10
VISA	21,785.72					\$21,785.72
TOTAL	\$37,802.60	\$0.00	\$491.00	\$ -885.22	\$0.00	\$37,408.38

TB



Destination Panama City

10001 Checking - Bankcorp South, Period Ending 06/30/2023

RECONCILIATION REPORT

Reconciled on: 07/18/2023

Reconciled by: suzannekennon@yahoo.com null

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

Summary	USD
Statement beginning balance.....	676,762.42
Interest earned.....	423.11
Checks and payments cleared (49).....	-224,614.61
Deposits and other credits cleared (24).....	3,477.27
Statement ending balance.....	<u>456,048.19</u>
Uncleared transactions as of 06/30/2023.....	-26,672.00
Register balance as of 06/30/2023.....	429,376.19
Cleared transactions after 06/30/2023.....	0.00
Uncleared transactions after 06/30/2023.....	32,892.00
Register balance as of 07/18/2023.....	462,268.19

TB

Details

Checks and payments cleared (49)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/12/2023	Bill Payment	10341	Jenish Lad	-3,000.00
05/12/2023	Bill Payment	10346	The Local Palate	-2,250.00
05/19/2023	Bill Payment	10349	Leake Landscapes	-1,655.00
05/23/2023	Bill Payment	10360	WOW	-652.61
05/23/2023	Bill Payment	10359	Verizon	-310.15
05/23/2023	Bill Payment	10357	SAHS, Inc	-6,000.00
05/23/2023	Bill Payment	10353	Brock Lawn and Pest Control, Inc	-48.15
05/23/2023	Bill Payment	10355	Madden Media	-20,000.00
05/23/2023	Bill Payment	10356	Raymond James	-681.96
05/23/2023	Bill Payment	10352	Aaron Rich Marketing	-276.00
05/23/2023	Bill Payment	10354	Emerald Coast APA	-500.00
05/23/2023	Bill Payment	10358	UniFirst Corporation	-49.55
06/01/2023	Tax Payment		IRS	-3,058.82
06/02/2023	Bill Payment	10362	Annetta Wilson	-7,500.00
06/02/2023	Bill Payment	10369	Panama Business Machines	-52.71
06/02/2023	Bill Payment	10366	Leake Landscapes	-300.00
06/02/2023	Bill Payment	10364	FPL Northwest FL	-435.77
06/02/2023	Bill Payment	10365	Jennifer Vigil - VENDOR	-543.17
06/02/2023	Bill Payment	10361	AM Talent Management, LLC	-5,000.00
06/02/2023	Bill Payment	10371	Wells Fargo Vendor Financial Services, L...	-101.65
06/02/2023	Bill Payment	10363	Earthshine Cleaning	-261.99
06/02/2023	Bill Payment	10370	UniFirst Corporation	-99.10
06/02/2023	Bill Payment	10368	Marla Hansen	-2,650.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/09/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.50
06/09/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.67
06/09/2023	Payroll Check	DD	Katherine M. Seaver	-1,177.93
06/09/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.58
06/09/2023	Payroll Check	DD	Jennifer Vigil	-3,910.62
06/14/2023	Tax Payment		IRS	-3,255.34
06/16/2023	Bill Payment	10386	UniFirst Corporation	-99.10
06/16/2023	Bill Payment	10388	Vertical Communications & Security, LLC	-1,396.25
06/16/2023	Bill Payment	10378	JSC Systems, Inc	-600.00
06/16/2023	Bill Payment	10383	Raymond James	-681.96
06/16/2023	Bill Payment	10380	Lamar Companies	-4,500.00
06/16/2023	Bill Payment	10387	Verizon	-257.26
06/16/2023	Bill Payment	10389	VISA	-24,708.55
06/16/2023	Bill Payment	10375	City of Panama City	-530.76
06/16/2023	Bill Payment	10384	Salty Hobo, LLC	-9,500.00
06/16/2023	Bill Payment	10382	Peterson Connors LLP	-440.00
06/16/2023	Bill Payment	10381	MWB	-100,100.00
06/20/2023	Expense	May	Florida Department of Revenue	-83.01
06/21/2023	Expense	1163558-10001-6/23	Principal Life Insurance Company	-348.24
06/23/2023	Payroll Check	DD	Katherine M. Seaver	-1,177.94
06/23/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.59
06/23/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.53
06/23/2023	Payroll Check	DD	Jennifer Vigil	-3,568.86
06/23/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.66
06/25/2023	Deposit			-3.81
06/28/2023	Tax Payment		IRS	-3,058.82
Total				-224,614.61

Deposits and other credits cleared (24)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/01/2023	Deposit			48.25
06/08/2023	Deposit			96.80
06/09/2023	Deposit			193.90
06/10/2023	Deposit			71.91
06/11/2023	Deposit			143.82
06/12/2023	Deposit			522.54
06/13/2023	Deposit			193.90
06/14/2023	Deposit			71.91
06/15/2023	Deposit			217.87
06/15/2023	Deposit			167.79
06/18/2023	Deposit			629.03
06/18/2023	Deposit			240.93
06/18/2023	Deposit			256.71
06/23/2023	Deposit			23.97
06/23/2023	Deposit		SHRM	50.00
06/23/2023	Deposit			20 25.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/23/2023	Deposit			25.00
06/23/2023	Deposit			125.00
06/26/2023	Deposit			23.97
06/28/2023	Deposit			25.00
06/28/2023	Deposit			50.00
06/29/2023	Deposit			23.97
06/30/2023	Deposit		SHRM	50.00
06/30/2023	Deposit			200.00
Total				3,477.27

Additional Information

Uncleared checks and payments as of 06/30/2023

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	Bill Payment	10186	Print Source	-1,000.00
04/09/2023	Bill Payment	10307	Kirk E. Gavin II	-825.00
06/02/2023	Bill Payment	10367	Lisa L. Sweet	-1,300.00
06/16/2023	Bill Payment	10376	DMC Event Rentals	-1,650.24
06/16/2023	Bill Payment	10390	WOW	-633.61
06/16/2023	Bill Payment	10377	HMX Productions, LLC	-13,100.00
06/16/2023	Bill Payment	10379	Kirk E. Gavin II	-825.00
06/16/2023	Bill Payment	10374	Brock Lawn and Pest Control, Inc	-48.15
06/16/2023	Bill Payment	10385	Spencer Morgan	-2,500.00
06/16/2023	Bill Payment	10372	Amanda Stiffler	-2,850.00
06/16/2023	Bill Payment	10373	Bayside Rentals of PC, LLC	-1,500.00
Total				-26,672.00

Uncleared deposits and other credits as of 06/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/09/2023	Bill Payment	10311	Rotary Club of Panama City Florida	0.00
Total				0.00

Uncleared checks and payments after 06/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/07/2023	Payroll Check	DD	Katherine M. Seaver	-1,177.93
07/07/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.50
07/07/2023	Payroll Check	DD	Jennifer Vigil	-3,910.62
07/07/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.58
07/07/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.67
07/09/2023	Bill Payment	10408	Raymond James	-1,363.92

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/10/2023	Bill Payment	10405	The Lewis Bear Company	-1,138.39
07/10/2023	Bill Payment	10396	Beach TV Cable Company, Inc	-1,116.90
07/10/2023	Bill Payment	10399	HAMCO Business Solutions	-486.27
07/10/2023	Bill Payment	10407	VISA	-23,053.72
07/10/2023	Bill Payment	10397	Frontline Insurance	-9,691.30
07/10/2023	Bill Payment	10406	UniFirst Corporation	-148.65
07/10/2023	Bill Payment	10402	Print Source	-492.43
07/10/2023	Bill Payment	10400	Kennon Accounting Solutions, Inc	-2,310.75
07/10/2023	Bill Payment	10404	System Service & Engineering LLC	-265.00
07/10/2023	Bill Payment	10401	Maria R. Nunez	-1,500.00
07/10/2023	Bill Payment	10398	Gulf Ice Company, LLC	-720.00
07/10/2023	Bill Payment	10403	Rotary Club of Panama City Florida	-749.00
07/12/2023	Tax Payment		IRS	-3,255.34
07/18/2023	Bill Payment	10416	Peggy Nielsen	-300.00
07/18/2023	Bill Payment	10417	Pyro Shows, Inc	-22,500.00
07/18/2023	Bill Payment	10413	FPL Northwest FL	-6,565.81
07/18/2023	Bill Payment	10410	City of Panama City	-1,183.63
07/18/2023	Bill Payment	10409	Aaron Rich Marketing	-276.00
07/18/2023	Bill Payment	10418	UniFirst Corporation	-49.55
07/18/2023	Bill Payment	10412	Emerald Coast APA	-1,500.00
07/18/2023	Bill Payment	10414	iDDS Global, LLC	-6,000.00
07/18/2023	Bill Payment	10415	Larry's Lock and Key	-115.00
07/18/2023	Bill Payment	10411	Deane Bozeman School	-1,000.00
07/18/2023	Bill Payment	10419	Raymond James	-681.96
07/19/2023	Tax Payment		FL U.C. Fund	-266.25
07/21/2023	Payroll Check	DD	Jennifer Vigil	-3,568.87
07/21/2023	Payroll Check	DD	Melissa K. Bowman	-1,308.51
07/21/2023	Payroll Check	DD	Katherine M. Seaver	-1,177.94
07/21/2023	Payroll Check	DD	Lacey S. Kennedy	-1,734.58
07/21/2023	Payroll Check	DD	Shelbie L. Scippio	-1,851.66
Total				-106,354.73

Uncleared deposits and other credits after 06/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/04/2023	Receive Payment		Tourism Contract	139,246.73

Total 139,246.73



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

STATEMENT DATE
 06/30/23
 ACCOUNT NUMBER
 [REDACTED]

INFOLINE 1-888-797-7711

***** CHECKING ACCOUNT SUMMARY *****
 PREVIOUS BALANCE 676,762.42 AVERAGE BALANCE
 + 24 CREDITS 3,477.27 605,636
 - 50 DEBITS 224,614.61 YTD INTEREST PAID
 - SERVICE CHARGES .00 2,487.12
 + INTEREST PAID 423.11
 ENDING BALANCE 456,048.19

DAYS IN PERIOD 30

***** CHECKING ACCOUNT TRANSACTIONS *****
 DEPOSITS AND OTHER CREDITS

DATE.....	AMOUNT.	TRANSACTION DESCRIPTION	CHK NO/ATM CD
06/02	48.25	SQUARE INC 9424300002	
		L206810152207 230602P2	CCD
06/08	96.80	SQUARE INC 9424300002	
		L206811456933 230608P2	CCD
06/09	193.90	SQUARE INC 9424300002	
		L206811796244 230609P2	CCD
06/12	71.91	SQUARE INC 9424300002	
		L206812309736 230612P2	CCD
06/12	143.82	SQUARE INC 9424300002	
		L206812309735 230612P2	CCD
06/13	522.54	SQUARE INC 9424300002	
		L206812589051 230613P2	CCD
06/14	193.90	SQUARE INC 9424300002	
		L206812787988 230614P2	CCD
06/15	71.91	SQUARE INC 9424300002	
		L206813037605 230615P2	CCD
06/16	217.87	SQUARE INC 9424300002	
		L206813320779 230616P2	CCD
06/20	167.79	SQUARE INC 9424300002	
		L206813891205 230619P2	CCD
06/20	240.93	SQUARE INC 9424300002	
		L206814150664 230620P2	CCD
06/20	629.03	SQUARE INC 9424300002	
		L206813891204 230619P2	CCD



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

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STATEMENT DATE
 06/30/23
 ACCOUNT NUMBER
 [REDACTED]

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

DEPOSITS AND OTHER CREDITS

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
06/21	256.71	SQUARE INC 9424300002 L206814344413 230621P2 CCD	
06/23	23.97	SQUARE INC 9424300002 L206814911387 230623P2 CCD	
06/23	25.00	DEPOSIT	
06/23	25.00	DEPOSIT	
06/23	50.00	DEPOSIT	
06/23	125.00	DEPOSIT	
06/27	23.97	SQUARE INC 9424300002 L206815749452 230627P2 CCD	
06/28	25.00	DEPOSIT	
06/28	50.00	DEPOSIT	
06/30	23.97	SQUARE INC 9424300002 L206816525503 230630P2 CCD	
06/30	50.00	DEPOSIT	
06/30	200.00	DEPOSIT	
06/30	423.11	IOD INTEREST PAID	

CHECKS

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
06/02	10341*	3,000.00	06/06	10365	543.17
06/07	10346*	2,250.00	06/08	10366	300.00
06/05	10349*	1,655.00	06/27	10368*	2,650.00
06/08	10352*	276.00	06/08	10369	52.71
06/06	10353	48.15	06/08	10370	99.10
06/02	10354	500.00	06/07	10371	101.65
06/05	10355	20,000.00	06/23	10375*	530.76
06/01	10356	681.96	06/26	10378*	600.00
06/09	10357	6,000.00	06/27	10380*	4,500.00
06/05	10358	49.55	06/28	10381	100,100.00
06/13	10359	310.15	06/28	10382	440.00
06/06	10360	652.61	06/26	10383	681.96
06/09	10361	5,000.00	06/27	10384	9,500.00
06/29	10362	7,500.00	06/27	10386*	99.10
06/15	10363	261.99	06/30	10387	257.26
06/09	10364	435.77	06/28	10388	1,396.25

OTHER DEBITS

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
06/01	3,058.82	IRS 3387702000 227355266042068 USATAXPYMT CCD	



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

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STATEMENT DATE
 06/30/23
 ACCOUNT NUMBER
 [REDACTED]

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

OTHER DEBITS

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
06/09	1,177.93	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/09	1,308.50	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/09	1,734.58	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/09	1,851.67	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/09	3,910.62	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/14	3,255.34	IRS 3387702000 227356566048304 USATAXPYMT CCD	
06/20	83.01	FLA DEPT REVENUE 7596001874 51295688 C01 CCD	
06/20	A 630.91	VISA 1465106539 400977XXXXX0039 PAYMENT WEB	
06/20	A 24,077.64	VISA 1465106539 400977XXXXX0922 PAYMENT WEB	
06/21	348.24	PLIC-SBD 9GPSBD0000 PACT#211896337 INSUR CLM CCD	
06/23	1,177.94	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/23	1,308.53	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/23	1,734.59	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/23	1,851.66	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/23	3,568.86	PAYROLL 4462800242 17100606 PAYROLL CCD	
06/26	3.81	SQUARE INC 9424300002 L206815491276 230626P2 CCD	
06/28	3,058.82	IRS 3387702000 227357966038806 USATAXPYMT CCD	

Sum of A = 24,708.55 check # 10389



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

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STATEMENT DATE
 06/30/23
 ACCOUNT NUMBER

***** DAILY BALANCE SUMMARY *****

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
05/31	676762.42	06/09	622413.58	06/21	595962.71
06/01	673021.64	06/12	622629.31	06/23	586039.34
06/02	669569.89	06/13	622841.70	06/26	584753.57
06/05	647865.34	06/14	619780.26	06/27	568028.44
06/06	646621.41	06/15	619590.18	06/28	463108.37
06/07	644269.76	06/16	619808.05	06/29	455608.37
06/08	643638.75	06/20	596054.24	06/30	456048.19

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

EFF-DATE	RATE	
04-27-23	0.00350000	49,999
	0.00600000	99,999
	0.00850000	999,999
	0.01090000	



Rewards™ Bonus Points Available **125,196**

Account Summary

Billing Cycle		07/02/2023
Days In Billing Cycle		31
Previous Balance		\$24,077.64
Purchases	+	\$21,976.37
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$24,077.64
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$21,976.37

Credit Summary

Total Credit Line	\$50,000.00
Available Credit Line	\$28,023.63
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (800) 883-0131
Lost or Stolen Card: (800) 883-0131
- Go to MyCardStatement.com
- Write us at PO BOX 105666, ATLANTA, GA 30348-5666

Payment Summary

NEW BALANCE	\$21,976.37
MINIMUM PAYMENT	\$21,976.37
PAYMENT DUE DATE	07/26/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/01	06/02	PBUS01	24692163152108777383338	AMZN Mktp US*9H0K44EL3 Amzn.com/bill WA	\$64.16
06/01	06/02	PBUS01	24692163152109044225849	IN *GORGEOUS 850-8888474 FL	\$268.00
06/01	06/02	PBUS01	24692163152109044225864	IN *GORGEOUS 850-8888474 FL	\$1,000.00
06/02	06/04	PBUS01	24692163153109861334004	SQ *THISTLE & THORNE PANAMA CITY FL	\$50.00
06/02	06/04	PBUS01	24906413153175301180845	EIG*CONSTANTCONTACT.COM 855-2295506 MA	\$295.00
06/05	06/06	PBUS01	24137463157600143157372	HOBBY LOBBY ECOMM 405-745-1100 OK	\$79.99
06/07	06/08	PBUS01	24492163158000046996790	STICKER MULE STICKERMULE.C NY	\$1,477.67
06/07	06/08	PBUS01	24492153158717363331548	ADOBE *CREATIVE CLOUD 408-536-6000 CA	\$284.96
06/07	06/08	PBUS01	24269793158300649031200	ACCENTS HOME DECOR & G PANAMA CITY FL	\$24.32
06/08	06/09	PBUS01	24055233160091931004754	NIC*-DEPT BUS & PROF R EGOV.COM FL	\$25.00
06/05	06/11	PBUS01	24692163161106079105051	TOWNEPLACE SUITES MACON KS	\$704.98
06/13	06/14	PBUS01	24692163164108335419638	INTUIT *QBooks Online CL.INTUIT.COM CA	\$155.00
06/15	06/18	PBUS01	24226383167370274476039	SAMSCLUB.COM 888-746-7726 AR	\$72.52
06/19	06/19		1619385294	INTERNET PMT-THANK YOU	\$24,077.64-

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

TCM BANK NA
 PO BOX 105666
 ATLANTA GA 30348-5666

Account Number
 #####-#####-#####-0922

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
07/02/23	\$21,976.37	\$21,976.37	07/26/23

\$

JENNIFER VIGIL
 PC COMMUNITY DEV ADMIN
 PO BOX 1880
 PANAMA CITY FL 32402-1880

e-Statement



MAKE CHECK PAYABLE TO:



VISA
 PO BOX 6818
 CAROL STREAM IL 60197-6818

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

JENNIFER VIGIL
 PC COMMUNITY DEV ADMIN
 Account Number: ##### 0922
 Page 3 of 3

Cardholder Account Summary Continued						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
06/19	06/20	PBUS01	24692163170103413022166	BLUECROSS+BLUESHIELD 904-791-6111 FL	\$3,439.68	
06/20	06/21	PBUS01	24692163171103952167173	SQ *THE LITTLE MUSTARD SE gosq.com FL	\$250.00	
06/22	06/25	PBUS01	24137463174100365646300	U-HAUL MOVING & STORAGE O 800-789-3638 FL	\$151.67	
06/23	06/25	PBUS01	24692163174106717816460	APPLE.COM/BILL 866-712-7753 CA	\$2.99	
06/27	06/28	PBUS01	24692163178109856942374	IN *JBJ PRODUCTIONS, INC. 850-2582633 FL	\$2,500.00	
06/28	06/29	PBUS01	24692163179100595232267	UPS*BILLING CENTER 800-811-1648 GA	\$552.40	
06/27	06/29	PBUS01	24707803179030046104357	THE PRESS - HARRISON AVE PANAMA CITY FL	\$36.20	
06/28	06/30	PBUS01	24202983180030038326577	Destination Marketing Ass 512-485-3189 DC	\$495.00	
06/30	07/02	PBUS01	24692163181102271584561	IN *PG ENVIRONMENTAL, LLC 800-262-3246 CA	\$2,661.00	
07/01	07/02	PBUS01	24692163182103243751386	IN *GORGEOUS 850-8888474 FL	\$268.00	
07/01	07/02	PBUS01	24692163182103243751394	IN *GORGEOUS 850-8888474 FL	\$1,000.00	
06/30	07/02	PBUS01	24204293181001013883073	FACEBK S3F4PSF7M2 650-5434800 CA	\$715.21	
06/30	07/02	PBUS01	24445003181300397510183	BTS*CLARCHANNELOUTDOOR 726-900-7343 TX	\$1,493.73	
06/30	07/02	PBUS01	24492163181000055637682	BURKE BLUE jmasters@burk FL	\$261.25	
06/30	07/02	PBUS01	24692163181102389409248	IN *814 SAND INC 850-8147263 FL	\$3,148.64	
06/30	07/02	PBUS01	24755423181291819877595	VISIT FLORIDA SERVICE CEN 850-4885607 FL	\$499.00	

cRewards Bonus Points Information as of 06/30/2023					
cRewards	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	110,648	14,548	0	0	125,196

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS01 001	PURCHASE	G	\$0.00	2.24916%(M)	26.9900%(V)	\$0.00	\$0.00	0.0000%	\$21,976.37
Cash									
CBUS01 001	CASH	A	\$0.00	2.49916%(M)	29.9900%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									

Trans Date	Merchant Name	Description	Account	Amount
6/13/2023	INTUIT *QBooks Online	Accounting Software Subscription	53200	\$155.00
			53200 Total	\$155.00
6/30/2023	BURKE BLUE	Legal Fees	53400	\$261.25
			53400 Total	\$261.25
7/1/2023	IN *GORGEOUS	Pass through costs web hosting	53401	\$268.00
7/1/2023	IN *GORGEOUS	Monthly Website Maintenance	53401	\$1,000.00
6/7/2023	ADOBE *CREATIVE CLOUD	Graphic Design Software Subscription	53401	\$284.96
6/2/2023	EIG*CONSTANTCONTACT.COM	Subscription Email Database	53401	\$295.00
6/1/2023	IN *GORGEOUS	Pass through costs web hosting	53401	\$268.00
6/1/2023	IN *GORGEOUS	Monthly Website Maintenance	53401	\$1,000.00
			53401 Total	\$3,115.96
6/5/2023	TOWNEPLACE SUITES	Staff Lodging STS Marketing College JV	54000	\$704.98
			54000 Total	\$704.98
6/28/2023	UPS*BILLING CENTER	Freight for Visitor Guide Delivery to Welcom Centers	54200	\$552.40
			54200 Total	\$552.40
6/22/2023	U-HAUL MOVING & STORAGE O	Storage Unit	54400	\$151.67
			54400 Total	\$151.67
6/30/2023	IN *814 SAND INC	VC Beach Restoration	54600	\$3,148.64
			54600 Total	\$3,148.64
6/30/2023	FACEBK S3F4PSF7M2	Social Media Advertising	54800	\$715.21
6/30/2023	BTS*CLARCHANNELOUTDOOR	Airport Visitor Guide Space Placement	54800	\$1,493.73
6/30/2023	IN *PG ENVIRONMENTAL LLC	Portable toilets for July 4th Salute to Freedom	54800	\$2,661.00
6/27/2023	IN *JBJ PRODUCTIONS INC.	Event Sponsorship	54800	\$2,500.00
6/20/2023	SQ *THE LITTLE MUSTARD SE	July 4th Mural Wood	54800	\$250.00
6/7/2023	ACCENTS HOME DECOR & G	July 4th Gift Basket	54800	\$24.32
6/7/2023	STICKER MULE	Branded Sitckers FSS and LovePC	54800	\$1,477.67
6/5/2023	HOBBY LOBBY ECOMM	Golden Oyster Campaign Supplies	54800	\$79.99
6/2/2023	SQ *THISTLE & THORNE	Gift card for Bay Pride Gift Basket - Public Outreach	54800	\$50.00
6/1/2023	AMZN Mktp US*9H0K44EL3	Wristbands for July 4th Salute to Freedom	54800	\$64.16
			54800 Total	\$9,316.08
6/27/2023	THE PRESS - HARRISON AVE	Coffee with MWB Marketing Team	54900	\$36.20
6/8/2023	NIC*-DEPT BUS & PROF R	Alcohol Permit Fee July 4th	54900	\$25.00
			54900 Total	\$61.20
6/15/2023	SAMSCLUB.COM	Office Operating Supplies	55200	\$72.52
			55200 Total	\$72.52
6/23/2023	APPLE.COM/BILL	Cloud Storage	55400	\$2.99
			55400 Total	\$2.99
6/30/2023	VISIT FLORIDA SERVICE CEN	Gov Conference Registration	55500	\$499.00
6/28/2023	Destination Marketing Ass	Tuition for Kate Seaver PDM	55500	\$495.00
			55500 Total	\$994.00
6/19/2023	BLUECROSS+BLUESHIELD	Employee Health Insurance	52207/52208	\$3,439.68
			52207/52208 Total	\$3,439.68
			Grand Total	21976.37



Rewards™ Bonus Points Available **61,880**

Account Summary

Billing Cycle		07/02/2023
Days In Billing Cycle		31
Previous Balance		\$630.91
Purchases	+	\$1,077.35
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$630.91-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$1,077.35

Credit Summary

Total Credit Line	\$5,000.00
Available Credit Line	\$3,922.65
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (800) 883-0131
Lost or Stolen Card: (800) 883-0131
- Go to MyCardStatement.com
- Write us at PO BOX 105666, ATLANTA, GA 30348-5666

Payment Summary

NEW BALANCE	\$1,077.35
MINIMUM PAYMENT	\$1,077.35
PAYMENT DUE DATE	07/26/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/01	06/04	PBUS01	24445003153500299820507	DOLLAR-GENERAL #0810 PANAMA CITY FL	\$9.95
06/05	06/06	PBUS01	24137463157001035738959	USPS PO 1172620051 PANAMA CITY FL	\$28.75
06/08	06/11	PBUS01	24943003160796138685717	TARPON'S AND STEAM ON 5 PANAMA CITY FL	\$30.68
06/13	06/14	PBUS01	24137463165001045820284	USPS PO 1172620051 PANAMA CITY FL	\$63.00
06/14	06/16	PBUS01	24692163166109768024828	LOWES #00448* PANAMA CITY FL	\$238.68
06/14	06/16	PBUS01	24137463166200171790688	HOBBY LOBBY #339 PANAMA CITY FL	\$11.74
06/14	06/16	PBUS01	24137463166200171790761	HOBBY LOBBY #339 PANAMA CITY FL	\$16.04
06/19	06/19		1619385332	INTERNET PMT-THANK YOU	\$630.91-
06/27	06/28	PBUS01	24445003179400098675048	SAMS CLUB #8151 PANAMA CITY FL	\$176.53
06/28	06/29	PBUS01	24692163179100670866559	LOWES #00448* PANAMA CITY FL	\$60.45
06/28	06/30	PBUS01	24049553180900010200693	CAHALL'S DELI 850-7697739 FL	\$418.82
06/30	07/02	PBUS01	24137463182001114358140	USPS PO 1172620051 PANAMA CITY FL	\$22.71

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

TCM BANK NA
 PO BOX 105666
 ATLANTA GA 30348-5666

Account Number
 #####-####-#### 0039

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
07/02/23	\$1,077.35	\$1,077.35	07/26/23

\$

JENNIFER VIGIL
 PC COMMUNITY DEV COUNCIL
 PO BOX 1880
 PANAMA CITY FL FL 32402-1880

MAKE CHECK PAYABLE TO:



VISA
 PO BOX 6818
 CAROL STREAM IL 60197-6818

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED

TO AUTHORIZE CHANGES Signature _____

cRewards Bonus Points Information as of 06/30/2023					
Ⓢ Rewards	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	61,228	652	0	0	61,880

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS01001	PURCHASE	G	\$0.00	2.24916%(M)	26.9900%(V)	\$0.00	\$0.00	0.0000%	\$1,077.35
Cash									
CBUS01001	CASH	A	\$0.00	2.49916%(M)	29.9900%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									

Trans Date	Merchant Name	Description	Account	Amount
6/13/2023	USPS PO 1172620051	Postage Stamps	54200	\$63.00
6/5/2023	USPS PO 1172620051	Overnight Documents to JV at Conference	54200	\$28.75
6/30/2023	USPS PO 1172620051	Mail Annual State Submission Reports	54200	\$22.71
			54200 Total	\$114.46
6/28/2023	LOWES #00448*	Chalk spray paint for Salute to Freedom	54800	\$60.45
6/27/2023	SAMS CLUB #8151	VIP July 4th Supplies	54800	\$176.53
6/14/2023	HOBBY LOBBY #339	Paint brushes for July 4th Murals	54800	\$11.74
6/14/2023	HOBBY LOBBY #339	National Oyster Trophies - glue	54800	\$16.04
6/14/2023	LOWES #00448*	Paint supplies July 4th Murals	54800	\$238.68
6/8/2023	TARPON'S AND STEAM ON 5	Food / Bev for Photography	54800	\$30.68
			54800 Total	\$534.12
6/28/2023	CAHALL'S DELI	Catering for hosting Idea Camp	54900	\$418.82
			54900 Total	\$418.82
6/1/2023	DOLLAR-GENERAL #0810	Cleaning Supplies	55200	\$9.95
			55200 Total	\$9.95
			Grand Total	1077.35

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board authorize approve the FY24 Program of Work as presented.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes No

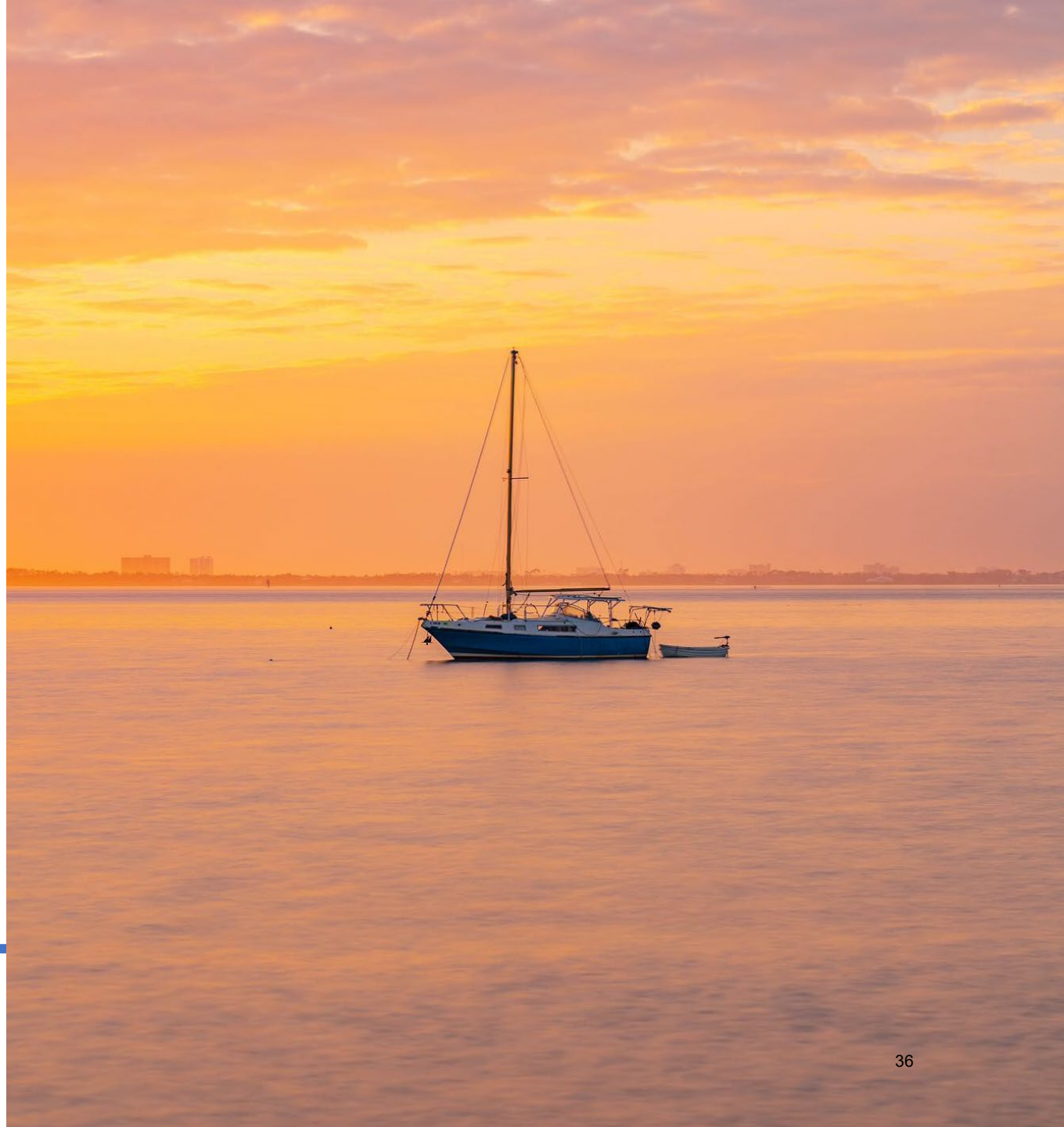
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Every year a program of work is developed to be a guiding light on the upcoming budget year. An FY24 Program of Work has been prepared for board consideration and approval.



FY24 Program of Work

WWW.DESTINATIONPANAMACITY.COM



About Destination Panama City

Panama City Community Development Council, Inc.

Destination Panama City (PCCDC) is a 501(c)(6) corporation and the official destination marketing organization of Panama City, Florida.

Destination Panama City is primarily funded by the 5% tourist development tax that is assessed on short-term overnight lodging stays within the city limits of Panama City, Florida. Additional funding is secured from the private sector through cooperative marketing opportunities, event sponsorships, special event revenue, and grants.

The Board of Directors for Destination Panama City is comprised of seven members. Five of the seven board members are defined as the current seated elected officials for the City Commission of Panama City. The two remaining board members are defined as one large collector (owner or general manager over 100 rooms) and one small collector (owner or general manager less than 100 rooms).

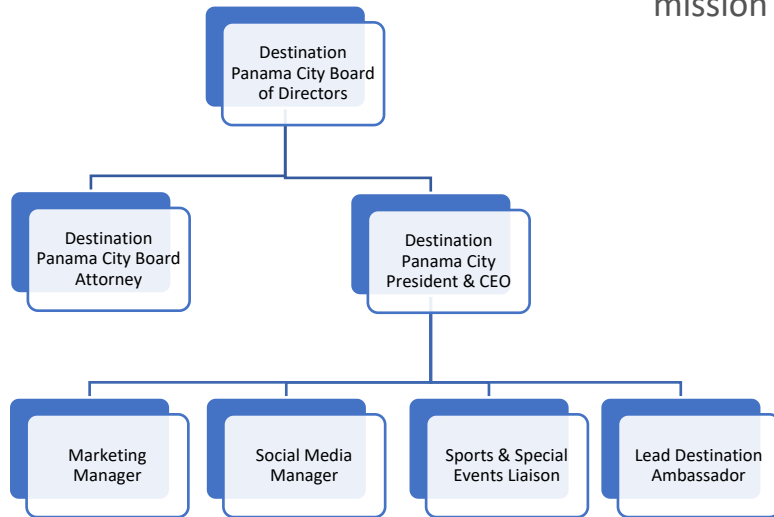


Where We've Been, Where We Are, and Where We're Headed

Since its inception in 2014, Destination Panama City (PCCDC) has developed award winning marketing campaigns, exceptional owned assets, an active social media presence, and attracted many travelers to Panama City, Florida. Despite the challenges posed by Hurricane Michael (2018) and the international Covid-19 pandemic, the organization has made significant progress in the reimagining of the city as a vibrant coastal and cultural tourism hub. With major infrastructure assets still in various phases of rebuild, FY23 saw a continued focus on placemaking, storytelling, and adventure opportunities. Since active marketing began in 2016, tourist development tax revenue has increased over 54%. As testimony to tourism as an economic driver, the City of Panama City merchant fee collections have increased 30% over the same period and the Business License Office has reported more than 300 new businesses operating in comparison to pre-hurricane licensing records. In FY24, the goal is to build on these efforts, while further developing the city's identity through new product development and collaborative partnerships and keeping the philosophy that a great place to live is a great place to visit.

Organizational Structure & Principles

At Destination Panama City, our principles shape the overall philosophy, culture, and decision-making to provide a foundation for day-to-day operations and help to ensure alignment within our mission and vision. Our key organizational principles include:



- ❖ Be a Good Host, Neighbor, and Partner: Prioritize the needs and preferences of visitors, residents, and other stakeholders to deliver exceptional experiences and exceed expectations.
- ❖ Build Strong Relationships: Foster mutually beneficial relationships with local businesses, community organizations, government entities, and industry partners.
- ❖ Be Accountable: Operate with transparency in all dealings, including financial management, reporting, and communication with stakeholders. Be accountable for achieving its objectives and goals.
- ❖ A Great Place to Live is A Great Place to Visit: Promote responsible tourism that benefits local community and preserves the natural and cultural aspects that make the destination special.
- ❖ Be Innovative: Emphasize organizational agility and adaptability by embracing advanced technology, industry trends, and best practices.
- ❖ Brand Integrity: Maintain the identity and messaging across all marketing channels.
- ❖ Strive for Continuous Improvement: Assess and improve the performance, processes, and services to stay ahead of the competitive tourism landscape.

Marketing Strategy

Placemaking & Storytelling

From coastal culture to cuisine and everything in between, placemaking and storytelling are both unique and impactful forms of marketing that focus on creating an emotional connection and sense of identity with a place or destination. Destination Panama City has been extremely successful in utilizing both strategies to heighten the economic impact of tourism in Panama City, Florida. In FY24, our goal is to:

- Continue the placemaking initiatives to strengthen the connection between people and the places they share in Panama City, Florida.
- Enhance the storytelling efforts by promoting the city's rich cultural heritage and the uniqueness of the community and its people.
- Implement a comprehensive strategic marketing plan with proposed media channels to solidify a strong brand identity for Destination Panama City utilizing traditional and interactive marketing.
- Leverage owned media, including DestinationPanamaCity.com website, digital newsletter, updated visitor guide, new video production, and active social media presence, to engage and attract followers and generate leads.



Marketing Strategy

Public Relations & Public Outreach

Public Relations efforts play a significant role in shaping the perception and image of a destination. Positive media coverage, press releases, and storytelling about Panama City’s attractions, culture, and events helps to create a favorable and appealing image in the minds of potential visitors and instills pride in the hearts and minds of residents. In FY24, our goal is to:

- Aim to exceed 200 million media impressions through earned media and increase social media followers across all channels to over 100k.
- Utilize earned media through press releases, scheduled communications, and engagement with media partners to promote Panama City as a desirable destination.
- Enhance the public relations efforts with a content calendar, CRM platform implementation, and a focus on increasing earned media goals.
- Host a minimum of one familiarization tour per quarter, inviting travel writers and media to experience Panama City’s coastal recreation and cuisine offerings firsthand.
- Continue local public outreach efforts by accepting speaking engagements from local civic groups and chambers of commerce.
- Continue to build goodwill and partnerships with local non-profits by providing promotional items and branded gift baskets for use in their fundraising efforts.

Marketing Strategy

Research

The utilization of research allows Destination Panama City to gain a deep understanding of our target markets, create impactful marketing campaigns, and manage our destination's reputation effectively. Research is an integral element in achieving sustainable tourism growth, enhancing visitor experiences, and contributing to the economic development of the community.

- Continue to conduct visitor profile research to understand visitor behavior and learn areas of opportunity.
- Participate in educational opportunities to stay updated on market trends, emerging travel preferences, and changes in consumer behavior.
- Continue gathering research on the impact of marketing initiatives and events so we can assess performance, track effectiveness, and make data-driven decisions to optimize resources and budget allocation.
- Utilize research to identify gaps and attributes in the destination's offerings and opportunities for product development initiatives, and to help Destination Panama City curate unique experiences that set us apart from other destinations.



Events & Sports Tourism

Special Events and Tournaments

Destination Panama City will continue to build relationships with local partners like the City of Panama City, Bay District Schools, and Bay County to coordinate the use of athletic facilities and public spaces for the purpose of attracting new land and water-based tournaments and festivals. In FY24, we plan to:

- Forge partnerships to enhance content management on travel sites and increase visibility for Panama City as a sports and festival tourism destination.
- Continue to fund the Event Grant Assistance Program to provide monetary and in-kind assistance to event rights holders that host festivals, concerts, and sporting events that attract travelers to the destination.
- Continue to host signature Panama City events such as July 4th Salute to Freedom, Oktoberfest, and the concert series Downtown After Dark.
- Continue to fund the Qualified Visiting Team Schedule that financially supports travel sports tournaments held in Panama City.
- Engage and attend industry tradeshow, conferences, and educational seminars to ensure staff is trained and proficient in best practices of current events.



Sales

Tradeshows, Conferences, & Partner Relationships

Sales initiatives play a critical role in driving tourism growth, revenue generation, and economic prosperity of a destination. By strategically attracting various traveler segments and fostering partnerships, Destination Panama City can ensure sustainable development of the tourism industry and the well-being of the local community. In FY24, we plan to:

- Continue to work to attract small meeting groups and events to boost short term rental bookings, restaurant patronage, and other local businesses.
- Focus on promoting group travel, including tours, student groups, and other organized travel programs. Group travel can bring a steady stream of visitors and benefit the local economy.
- Maintain and grow relationships with travel agents, tour operators, and other travel trade partners. This collaboration increases Panama City's visibility in the travel market.
- Develop and create travel packages by working with local businesses to create attractive and unique bundles for accommodations, activities, and dining options to incentivize visitors to choose Panama City for their vacation destination.
- Identify specific niche markets, such as cultural enthusiasts, eco-tourism, or adventure travelers and tailor marketing efforts to these niche segments.
- Continue to host Partner Engagement Meetings, and utilize new CRM database to enhance communication with tourism partners.

Visitor Services

Multi-purpose Visitor Information Center

After being displaced in 2018 because of Hurricane Michael, Destination Panama City embarked on an initiative to build a multi-purpose Visitor Information Center. In addition to providing recommendations and referrals to the public, the new Visitor Information Center (completed in 2021) has become a point of pride for the community and frequently hosts events onsite. In FY24, we plan to:

- Continue to maintain and operate the multi-purpose Visitor Information Center, providing excellent services and information to visitors; including fulfillment of Visitor Guide requests, hosting the National Tourism Day event, and preparing promotional items for special events.
- Extend the operating hours to include Saturdays, enhancing accessibility for tourists and residents during weekends.
- Develop a reliable volunteer base to support the extended hours and ensure a high-quality visitor experience throughout the week.
- Continue to coordinate meeting space rentals for public and private meetings and gatherings.
- Continue to allow event rights holders to utilize the space, thereby supporting the active waterfront lifestyle that embodies the culture of Panama City.



New Product Development

Campus for Cultural & Creative Arts - Historic St. Andrews School

This new product development initiative will be transformative. The school is listed on the National Historic Registry and is an integral part of the history of Panama City. The school will be renovated into a vibrant and attractive space that resonates with residents and visitors alike. It will be functionally and culturally relevant, attracting new visitors that will in turn support local businesses, arts, and cultural activities. In FY24, we plan to:

- Proceed with the renovation of the Historic St. Andrews School and transform it into a cultural, heritage, and creative tourism amenity.
- Collaborate with architects, historical preservation experts, and arts organizations to ensure the renovation honors the buildings history, while incorporating modern amenities.
- Deploy historic preservation grant funding to repair roof, electrical, air conditioning, and plumbing.
- Seek additional funding through grants, corporate sponsorships, and public-private partnerships to support the renovation project and future programming.
- Engage stakeholders and community groups in the programmatic planning process to gather input and ideas.
- Aim for a grand opening of the renovated venue by the first quarter of FY25.

Accessibility Initiatives

Communication & Mobility Enhancements

By implementing accessibility initiatives, Destination Panama City aims to create a more inclusive and accommodating environment for travelers, regardless of their language or mobility requirements. We believe making tourism accessible to all enriches the experiences of our visitors and contributes to a positive and vibrant tourism ecosystem in Panama City. In FY24, we plan to:

- Continuing the FY23 efforts, Destination Panama City will continue to invest in training staff members to become bilingual. This will enable us to better assist non-English speaking travelers, making their experience in Panama City more enjoyable and seamless.
- The MobiMat installation at Destination Panama City Visitor Information Center will enhance the accessibility to the shoreline for all visitors. The MobiMat is a portable, roll-out pathway that makes it easier for people with mobility challenges, seniors, and families with strollers to access the shores of St. Andrews Bay.



The FY24 Program of Work builds upon the successes of FY23, continuing to focus on placemaking, storytelling, and adventure opportunities in Panama City. By developing the Historic St. Andrews School as a cultural and creative arts venue, collaborating with new stakeholders, and expanding visitor services, Destination Panama City aims to enhance the city's identity as a dynamic and thriving cultural destination loved by its citizens and attractive to visitors near and far.

jennifer@destinationpanamacity.com

WWW.DESTINATIONPANAMACITY.COM



**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board approve the FY24 Budget as presented.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Each year Destination Panama City prepares an annual budget for review and approval by the Board of Directors with a complete proposed media placement program.

Throughout the hurricane recovery and international pandemic, Destination Panama City has continued to see an increase in collections of the tourist development taxes. A proposed Program of Work has been prepared and the FY24 Proposed Budget supports the outlined initiatives.

In FY23, the first time since the hurricane, Destination Panama City reached full, pre-hurricane staffing levels. FY24 will be the first full fiscal year with 5 full-time employees.

With major amenities still in various stages of rebuild, there continues to be a focus on placemaking and storytelling as the major marketing efforts. Destination Panama City is also excited to continue the new product development initiative with the St. Andrews School Project. More information on the project can be found here: <https://destinationpanamacity.com/wp-content/uploads/2021/11/Destination-Panama-City-St-Andrews-School-report-11042021.pdf>

BUDGET REVENUE	FY22	FY23	FY24	
Tourism Contract	\$1,434,281.00	\$2,178,232.00	\$3,110,434.00	Note: Bay County included all unanticipated revenue from prior years into contract amount.
Co-Op Advertising			\$10,000.00	
Interest			\$3,500.00	
Cash Carry Forward	\$665,719.00	\$325,000.00		
DPC Unrestricted Assets (Cash)			\$350,000.00	
Historic Preservation Fund Grant (StA School)			\$500,000.00	
Capital Project Sponsorships (StA School)			\$400,000.00	
Event Booth Income			\$5,000.00	
Event income (tickets, bev, sponsorships)			\$20,000.00	
Total Revenue	\$2,100,000.00	\$2,503,232.00	\$4,398,934.00	

BUDGET EXPENSES						
ACCOUNT	FY22 FINAL	FY23	PROPOSED FY24	% Budget	% Change	Reason
51200 - Regular Salaries	\$197,760.13	\$303,097.60	\$351,942.62	8%	16.12%	Added 1FTE and Salary Adjustments
51300 - Other Salaries & Wages	\$0.00	\$0.00	\$0.00	0%		
51500 - Special Pay	\$13,967.80	\$13,000.00	\$6,000.00	0%	-53.85%	Restricted to CEO Car Allowance
52100 - FICA	\$16,189.10	\$23,027.77	\$26,666.72	1%	15.80%	Added 1FTE
52200 - Retirement Contributions	\$16,877.94	\$18,074.76	\$35,194.26	1%	94.71%	3 additional FTEs eligible for benefits
52207 - Health Insurance	\$19,897.30	\$44,000.00	\$44,762.64	1%	1.73%	
52208 - Dental Insurance	\$481.16	\$1,500.00	\$3,047.64	0%	103.18%	EE+CH coverage elected
52300 - Life Insurance	\$213.00	\$1,000.00	\$618.00	0%	-38.20%	New Life Insurance Plan
52400 - Workers Comp	\$0.00	\$3,125.00	\$3,125.00	0%	0.00%	
52500 - Unemployment Insurance	\$1,721.57	\$1,500.00	\$2,000.00	0%	33.33%	Based on total FTEs
53100 - Professional Services	\$1,816.25	\$8,000.00	\$8,000.00	0%	0.00%	
53200 - Accounting & Auditing	\$40,395.00	\$25,000.00	\$25,000.00	1%	0.00%	
53400 - Other Contractual	\$8,951.10	\$12,000.00	\$15,000.00	0%	25.00%	StA School Project
53401 - Other Contractual Promotion	\$185,589.15	\$300,000.00	\$275,000.00	6%	-8.33%	Reclassified Agency Commission to 54802
54000 - Travel Per Diem Staff	\$18,455.22	\$30,200.00	\$40,000.00	1%	32.45%	Increased Sales Efforts
54001 - Travel Per Diem Non-Staff	\$6,066.96	\$8,000.00	\$15,000.00	0%	87.50%	Host one FAM per Quarter
54100 - Communications	\$12,279.09	\$12,000.00	\$12,000.00	0%	0.00%	
54200 - Postage & Freight	\$3,731.21	\$17,000.00	\$17,000.00	0%	0.00%	
54300 - Utility	\$8,623.61	\$12,000.00	\$25,000.00	1%	108.33%	StA School Project
54400 - Rentals & Leases	\$6,275.92	\$8,000.00	\$13,000.00	0%	62.50%	StA School Project
54500 - Insurance	\$11,756.60	\$18,000.00	\$30,000.00	1%	66.67%	StA School Project
54600 - Repair & Maintenance	\$9,216.86	\$16,000.00	\$24,000.00	1%	50.00%	VC Scheduled Maintenance
54700 - Printing & Binding	\$42,327.50	\$38,000.00	\$40,000.00	1%	5.26%	New Visitor's Guide
54800 - Promotional Activities	\$1,039,957.33	\$1,200,000.00	\$1,000,000.00	23%	-16.67%	Reclassified Expenses to 54801 & 54802
54801 - Creative Services	\$0.00	\$0.00	\$60,000.00	1%		Reclassified from 54800
54802 - Media Commissions	\$0.00	\$0.00	\$40,000.00	1%		Reclassified from 54800
54803 - Photography / Videography	\$0.00	\$0.00	\$20,000.00	0%		Reclassified from 54800
54900 - Other Current Charges	\$11,142.44	\$13,000.00	\$20,000.00	0%	53.85%	StA School Project
55100 - Office Supplies	\$1,289.67	\$2,500.00	\$1,700.00	0%	-32.00%	Reduced based on trend
55200 - Operating Supplies	\$18,143.63	\$20,000.00	\$25,000.00	1%	25.00%	StA School Project
55400 - Books, Pubs, Memberships	\$30,289.08	\$40,000.00	\$40,000.00	1%	0.00%	Additional FTE memberships
55500 - Training	\$8,136.50	\$7,500.00	\$15,000.00	0%	100.00%	Additional FTE training
55900 - Depreciation				0%		
56200 - Buildings & Land			\$2,088,500.00	47%		StA School Project / VC Storage expansion
56400 - Machinery & Equipment	\$20,681.90	\$5,000.00	\$10,000.00	0%	100.00%	Camera & Meeting Room Upgrades
55700 - Operational Reserve for Contingency		\$302,706.87	\$66,377.12	2%	-78.07%	Programmed for capital projects
Total Expenses	\$1,752,233.02	\$2,503,232.00	\$4,398,934.00			

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board approve amendments to the 2020 DPC – PC Professional Services Agreement.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes No

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

In March 2020, Destination Panama City and the City of Panama City engaged in a Professional Services Agreement (attached) for the facilitation of City Signature Special Events.

With hurricane recovery taking precedent, the City requested Destination Panama City to temporarily provide professional services for the facilitation of two City Signature Special Events – July 4th and Oktoberfest. Destination Panama City has fulfilled the conditions of the contract every year – with some augmentations due to the Covid-19 pandemic. Since the onset of the international pandemic costs for pyrotechnic firework displays has doubled, and logistic costs such as stage, production, insurance, portable toilets, fencing, barge rental, and promotional placements have increased by 25% or more.

CEO Vigil has discussed the imbalance of costs with City Manager Mark McQueen and he was amenable to an amendment of Exhibit A for the final year of the contract. He also requested consideration be given to extending the term of the contract.

Based on current costs, DPC staff is recommending the annual contract be increased from \$70,000 to \$85,000. It is important to note these are 100% pass through expenses and DPC allocates approximately \$25,000 for July 4th Salute to Freedom and \$10,000 for Oktoberfest Festival each year to help fund these events. DPC also develops the creative campaigns and provides 100% of the planning and execution of the events at no cost to the City of Panama City.

Staff request the board approve the requested changes to Exhibit A and discuss the addition of language to extend the contract on a year by year basis.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PANAMA CITY AND PANAMA CITY
COMMUNITY DEVELOPMENT COUNCIL, INC. D/B/A DESTINATION PANAMA CITY

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of JANUARY 14, 2020, between the City of Panama City, a Florida municipal corporation (the "City"), and Destination Panama City (PCCDC) (the "Contractor").

WHEREAS, the City Commissioner recognizes the citizens and visitors of the City of Panama City have enjoyed the annual signature events of July 4th – Salute to Freedom and Oktoberfest for over thirty years the City recognizes the importance of continuing these traditional annual signature events.

WHEREAS, the organization DESTINATION PANAMA CITY (PCCDC) has a vested interest to ensure the annual signature events marketing and organization efforts are seamless and well planned for the continued enjoyment of citizens and visitors to the City of Panama City.

AGREEMENT NOW, THEREFORE, in consideration of the foregoing introduction, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2024 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. For the Initial Term, the City shall pay Contractor an amount not to exceed \$350,000.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference. This Agreement will be amended to provide compensation for each renewal term, if any.

4. Payments. Destination Panama City will issue invoices in May and September of each term year. The May invoice will include only fees related to the July 4th – Salute to Freedom signature event. The September invoice will include only fees related to the Oktoberfest signature event.

5. City Special Events Permit & Services Coordination. Destination Panama City (PCCDC) will complete a City Special Events Permit Application for the coordination of security & safety personnel, trash collection, water & electric utilities, and municipal street closure coordination. To ensure the cleanliness of the City, if the City of Panama City staff has a non-work day or holiday following a signature event Destination Panama City (PCCDC) will coordinate with an alternate trash collection provider for expedient refuse removal. The City will waive all fees associated with the Special Events Permit; alternative refuse removal will be at the expense of Destination Panama City. The City will add Destination Panama City (PCCDC) as an additionally insured to their existing liability coverages for the signature events identified in the Scope of Work (Exhibit A).

6. Licenses, Permits & Authorizations. Destination Panama City shall be responsible for all non-municipal permits and authorizations required including, but not limited to, DOT road closure, special event alcohol licenses, United States Armed Forces Aircraft Participation forms, and United States Coast Guard Approval for Marine event (fireworks). Destination Panama City (PCCDC) shall maintain in current status all federal, state and local licenses required for the operation of business conducted by Destination Panama City (PCCDC).

7. Contractor Personnel. Destination Panama City (PCCDC) shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement.

8. Document & Creative Rights. All rights to documents, marketing creative, and professional imagery produced or procured by Destination Panama City (PCCDC) is retained by Destination Panama City (PCCDC).

9. Event Cancellation. In the event of inclement weather or catastrophic circumstances, any event cancellation refunds for items included in the Fee Proposal (Exhibit B) will be returned to the City of Panama City.

10. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Contractor and each board member, officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance. Contractor shall purchase and maintain, at its own expense, minimum insurance with insurance companies authorized to do business in the State of Florida. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Contractor, its agents,

representatives, officers, officials and employees shall be cited as an Additional Insured under General Liability Additional Insured Endorsement of the City.

12. Termination. Cancellation. This may be terminated by either party with a 60-day written notice.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Exhibit A. City and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Florida and suit pertaining to this Agreement may be brought only in courts in Bay County, Florida.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement. Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements,

whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Subcontracts. The Contractor may subcontract with any other parties to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a **waiver of any right of the City to insist upon the strict performance of this Agreement.**

13.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and **reasonable costs and expenses**

13.11 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.12 Offset. A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement. B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below: If to the City: City of Panama City Attn: CITY MANAGER, 501 Harrison Avenue, Panama City, Florida 32401 With copy to: CITY CLERK, 501 Harrison Avenue, Panama City, Florida 32401. If to

Contractor: PRESIDENT & CEO, Destination Panama City, 228 Harrison Avenue, Suite 103, Florida 32401

13.14 Records and Audit Rights. All records will be kept available to the City and the public pursuant to Florida Public Records Laws as defined by Chapter 119 of the Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF PANAMA CITY, a Florida municipal corporation
Mark McQueen, City Manager

Signature / Date

“Contractor”

DESTINATION PANAMA CITY (PCDC), a Florida registered corporation
Jennifer M. Vigil, President & CEO

Signature / Date

EXHIBIT A
SCOPE OF WORK
EVENT COORDINATION, MANAGEMENT & MARKETING SERVICES

EVENT CLARIFICATION – ANNUAL SIGNATURE EVENTS 2020, 2021, 2022, 2023, 2024

1. July 4th – Salute to Freedom

A one day ~~parade and~~ festival.

~~Parade and The~~ Festival to be held annually on July 4th of each calendar year. ~~Parade & The~~ Festival will commence in the late afternoon / early evening. Due to post hurricane conditions location will for ~~parade and the~~ festival will be determined on an annual basis no later than January 31st of each year.

A minimum of two musical acts will perform at the festival.

Event will include a family friendly area with activities available for children.

Fireworks will commence at approximately ~~9:30- 9:00~~p.m. closing the event at ~~10:00~~ 9:30p.m.

A \$5,000 labor fee is included to offset the manual labor.

2. Oktoberfest

A one-day festival.

Oktoberfest will take place annually on the last Saturday of September.

Oktoberfest will be held in Downtown Panama City.

A minimum of two musical acts will perform at the event.

Event theme and activities will predominantly target adults with seasonal craft beverages, traditional competitions such as stein hoisting and hot dog eating.

~~No labor fee is included; a VIP ticket will be made available to offset the labor costs.~~

EXHIBIT B
FEE PROPOSAL

SIGNATURE EVENT	ITEMIZED DELIVERABLES	EVENT ANNUAL FEE PROPOSAL
1. July 4 th – Salute to Freedom	Fireworks - \$30,000 <u>40,000</u> Local Marketing Placement - \$10,000 Performance Sponsorship - \$10,000 Labor - \$5,000	\$55,000 <u>65,000</u>
2. Oktoberfest	Local Marketing Placement - \$7,500 Performance Sponsorship - \$7,500 <u>Labor - \$5,000</u>	\$15,000 <u>20,000</u>
TOTAL ANNUAL SIGNATURE EVENT		\$70,000 <u>85,000</u>
<u>45-YEAR PROFESSIONAL SERVICES CONTRACT AMOUNT (2020 – 20234)</u>		\$350,000 <u>280,000</u>
<u>1Year Professional Services Contract Amount</u>		<u>\$85,000</u>

All other event related expenses, including but not limited to, creative, décor, regional marketing placement, performance fees, stage, sound, production, labor, activity costs, etc. will be paid by Destination Panama City directly or through sponsorships secured by Destination Panama City.

All revenue, including but not limited to, sponsorships, alcohol sales, VIP tickets, vendor booth fees, and activity wristbands will be retained by Destination Panama City.

Destination Panama City will make every effort to work with local non-profits and military groups for event staffing needs providing substantial donations in exchange for volunteer assistance.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board adopt the revised Facility Use Policy 2024

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Upon construction completion, the DPC Board adopted a facility use policy that addressed reservations, cancellations, cleaning, hours of operation and fees. Since 2021, the facility has been used for baby showers, weddings, non-profit meetings, special events, professional development training, host locations for Chamber of Commerce networking events, birthday parties, civic club meetings, and various other gatherings.

The initial policy documents only outlined reservations during the normal operating hours of the Destination Panama City Visitor’s Center. Over the past three years, we have received multiple requests for reservations during non-business hours. In 2023, Destination Panama City expanded Visitor Center hours to include Saturdays from 10am – 2pm. We have also tried to accommodate non-business hour requests.

The attached policy addresses the non-profit, for-profit, and Panama City resident rates for business and non-business hour reservation blocks. Staff recommend adoption of the policy.



Destination Panama City – Facility Use Policy

The Destination Panama City Visitor’s Center is a point of pride for the community and it is the intention of the Destination Panama City Board of Directors to allow the facility to be available to the public by rent or reservation. Reservations by private businesses, individuals or non-profits are welcome but will always be secondary to the normally operating functions of the Visitor’s Center and special events held on the property. Reservations are also subject to staff availability.

- Reservations are on a first come first served basis.
- An online application must be completed and fees must be prepaid prior to the commencement of the event. An event is not confirmed until payment and proof of insurance has been received by staff.
 - Certificate of Insurance must be provided. Those entities that do not have coverage already in place can utilize <https://www.theeventhelper.com/> to secure coverage. Cost of coverage varies dependent on event type, event size, and the presence of alcohol.
- All pertinent information listed on the online application form must be provided. Incomplete applications will not be processed.
- Kitchen Appliances may not be used. Only surface counters in kitchen may be used for staging.
- All tables and chairs must be returned to the original configuration and extra chairs must be stacked appropriately.
- Cancellations made less than 48 hours in advance of a scheduled event will be assessed a \$25 Cancellation Fee.
- Cleaning Fee: Individuals or organizations reserving the facility are responsible to clean up after themselves, including but not limited to cleaning all surfaces and taking out the trash. Failure to clean after an event may result in a cleaning / damage / replacement fee of \$100.
- Audio Visual: There are no fees for use of TV/Remote and Microphone System. Destination Panama City does not guarantee that outside equipment will work with in-house projection and sound systems.
- Verification of Non-profit tax-exempt status must be provided.
- Fees for reservations will be based on 4-hour event blocks. Events extending outside of one 4-hour block will pay fees for each block in which the event spans. Example: A Saturday reservation made by a for-profit organization that 11am – 5pm spans the mid-day and afternoon blocks and will be charged for both block at the appropriate rates.
- Tourism related meetings and events are eligible for fee waiver at CEO discretion.
- Business Hours Reservation Blocks are limited to:

- Monday – Friday, 8am – 12pm
- Monday – Friday, 10am – 2pm
- Monday – Friday, 1pm – 5pm
- Non-Business Hours Reservation Blocks are limited to:
 - Monday – Friday, 5pm – 9pm
 - Saturday – Sunday, 10am – 2pm
 - Saturday – Sunday, 2pm – 6pm
 - Saturday – Sunday, 5pm – 9pm
- Non-Profit Fee Schedule Business Hours Monday - Friday:
 - Meeting Room Only (748sqft)- \$50
 - Meeting Room & Kitchen - \$60
 - Meeting Room (748sqft), Kitchen, & Patio (615sqft)- \$60
 - Outdoor Areas (Under building, parking lot, shoreline) - \$100
- For-Profit Fee Schedule Business Hours Monday - Friday:
 - Meeting Room Only (748sqft)- \$100
 - Meeting Room & Kitchen - \$120
 - Meeting Room (748sqft), Kitchen, & Patio (615sqft)- \$120
 - Outdoor Areas (Under building, parking lot, shoreline) - \$200
- Panama City Resident Fee Schedule Business Hours Monday – Friday:
 - Meeting Room Only (748sqft)- \$80
 - Meeting Room & Kitchen - \$90
 - Meeting Room (748sqft), Kitchen, & Patio (615sqft)- \$90
 - Outdoor Areas (Under building, parking lot, shoreline) - \$130
- Non-Profit Fee Schedule Non-Business Hours:
 - Meeting Room Only (748sqft)- \$150
 - Meeting Room & Kitchen - \$180
 - Meeting Room (748sqft), Kitchen, & Patio (615sqft)- \$180
 - Outdoor Areas (Under building, parking lot, shoreline) - \$300
- For-Profit Fee Schedule Non-Business Hours:
 - Meeting Room Only (748sqft)- \$300
 - Meeting Room & Kitchen - \$360
 - Meeting Room (748sqft), Kitchen, & Patio (615sqft)- \$360
 - Outdoor Areas (Under building, parking lot, shoreline) - \$400
- Panama City Resident Fee Schedule Non-Business Hours:
 - Meeting Room Only (748sqft)- \$240
 - Meeting Room & Kitchen - \$270
 - Meeting Room (748sqft), Kitchen, & Patio (615sqft)- \$270
 - Outdoor Areas (Under building, parking lot, shoreline) - \$390

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board ratify CEO Vigil's decision to select Chairman Nirav Banker and Board Members Jenna Haligas and Joshua Street to serve on the CEO Annual Evaluation Committee for FY23.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes No

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

CEO Vigil's employment contract requires that three members of the Destination Panama City Board be selected to serve as the annual evaluation committee. These three members must be selected by July 1st of each year. The committee members are tasked with reviewing CEO Vigil's performance for the current fiscal year and making recommendations for retention and merit increases.

In FY23, the seven-member board had four members depart leaving only three members that had worked with CEO Vigil for more than a few months. Based on the timing, CEO Vigil reached out to Chairman Banker and Board Members Haligas and Street and requested they be willing to complete the CEO annual review. Each Board Member agreed and is now in process of completing the annual review.

Staff requests the Board ratify CEO Vigil's selection of Chairman Banker, Board Member Haligas, and Board Member Street as the CEO Evaluation Committee.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board ratify CEO Vigil's execution of St Andrews School Lease with Bay County.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Destination Panama City has been working for the better part of two years on plans to resurrect the historic St Andrews School into a Creative and Cultural Arts and Entertainment Venue. The City of Panama City has capital projects taking precedent, so Destination Panama City requested the opportunity to move the project forward. The FY24 and Program of Work and FY24 Proposed Budget are drafted to support the rehabilitation and renovation of the property.

The Historic St Andrews School was the oldest operating school in the state of Florida and will see it's centennial anniversary in 2026. The building is also listed on the National Historic Registry.

Staff requests ratification of CEO Vigil's execution of the lease with Bay County Board of County Commissioners.

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT, made as of the _____ day of _____ 2023, by and between BAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 840 W. 11th Street, Panama City, Florida 32401, as Lessor, and PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL, INC., a Florida not for profit corporation, whose address is 101 West Beach Drive, Panama City, FL 32401, as Lessee. This lease amends and restates a lease between the Lessor and the prior lessee, CITY OF PANAMA CITY, a municipal corporation under the laws of the State of Florida, whose address is 501 Harrison Avenue, Panama City, Florida 32401 (the "Prior Lease"). City of Panama City joins in this lease solely for the purpose of agreeing to the amendment of the Prior Lease, but is otherwise not a party.

WITNESSETH:

That for and in consideration of the mutual covenants herein written and the rents herein agreed to be paid, Lessor does hereby let and lease unto Lessee, its successors and assigns, the following described property in Bay County, Florida, to-wit:

The demised premises are that part of the following described parcel, namely:

ALL OF BLOCK TWO (2) INCLUDING LOTS 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17- AND 18 IN SAID BLOCK TWO (2) OF THE NORTHWEST QUARTER OF SECTION NUMBER ONE (1) IN TOWNSHIP FOUR (4) SOUTH, RANGE FIFTEEN (15) WEST ACCORDING TO GEORGE S. HUNTINGTONS PLAT OF 1885 IN FILE IN THE THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR SAID COUNTY, TOGETHER WITH THE IMPROVEMENTS THEREON, AND THE HEREDITAMENTS AND APPUTENANCES THEREUTO BELONGING OR IN ANYWISE APPERTAINING

Tax Parcel Identification Number: 29915-000-000

subject always to the terms, rents, conditions and provisions thereof, which are:

1. The term of this lease shall be for a period of ninety nine (99) years, commencing on the effective date hereof and ending ninety nine (99) years thereafter. The Lessor shall have the right to terminate this lease for any reason at any time on ninety (90) days notice to the Lessee.

2. The rent of the demised premises shall be \$1.00 per year.

3. It is understood and agreed between the parties hereto that the above described premises are leased for the specific purposes identified in the Joint Resolution by the School Board of Bay County, Florida, the Lessor, and the Panama City Beach Convention and Visitors Bureau, Inc., attached as Exhibit "A" (the "Joint Resolution"), and specifically for purposes for which local option tourist development tax may lawfully be used under s. 125.0104, F.S. The premises cannot be used for any other purpose during the term of this lease, nor may this lease be transferred or assigned. The Lessee shall include in each of its annual plans of work and budgets the promotion to tourists of the events, activities and services available in the Premises, and of the Premises itself as a tourism venue. The Lessee shall hold and use its leasehold interest in the Property to expand, operate, maintain and promote the Premises for the benefit of the County and the tourism economy of Panama City and Bay County.

4. In operating the Premises, or sub-contracting its operation to a third party, the Lessee shall not permit a private party to invest or hold an equity interest in the Premises or any asset (real, personal or mixed) used or useful in the operation of the Premises, other than movable or re-movable trade fixtures approved by the Lessee, or to receive any compensation or thing of value for labor, goods or services currently rendered in, to or for the Premises other than contemporaneous

compensation at fair market value . Any net profit derived by the Lessee from the Premises shall be applied in one or more of the following ways:

- a. Capital outlay, or service of debt the proceeds of which were used for capital outlay, to construct expansions of the Premises, or
- b. To reduce user fees of the Premises if it can be demonstrated that the reduction will increase demand for the Premises and tourism to Bay County, or
- c. Deposit into the Lessee's account, to be appropriated for any lawful use of tourist development tax receipts.

The Lessee may, but shall not be required to, utilize gross income from the Premises to promote to tourists the events, activities and services in the Premises, and the Premises itself as a tourism venue if Tourist Development Tax receipts could lawfully be used for the same promotion. For the purposes of construing this Lease only, the Lessee shall be deemed not to be a private party.

5. In the event of damage by fire or other casualty, the Lessor shall have no responsibility concerning repair or restoration. In the event of a loss that exceeds two million dollars, the Lessor or Lessee in its discretion may terminate the Lease, and any insurance proceeds received on account of Lessor's interest in the leased premises shall be distributed in the same manner described in Paragraph 9. Otherwise, Lessee shall promptly, diligently and continuously proceed to repair and rebuild, providing any necessary funds.

6. Lessee will be responsible for maintenance of all of the building, roof, structure, interior and exterior, cosmetic, glass, and otherwise. The premises are leased in their existing condition, without warranty of condition, express or implied. Lessee is thoroughly familiar with their condition, and is satisfied in that regard. Any alterations of the leased premises by the Lessee requires the

Lessor's prior written consent. Such consent will not be unreasonably denied, except that consent to any alteration that affects the historic appearance or character of the leased premises may be withheld in the Lessor's sole discretion.

7. Lessee shall pay all utility costs associated with the leased premises, and all other costs of operating the leased premises.

8. Lessee shall pay all taxes, assessments and levies imposed by any governmental authority.

9. Indemnity and Duty to Defend.

(a) The Lessee shall indemnify and hold harmless the Lessor, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Lessee's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Lessee, or by any other person. The parties understand and agree that such indemnification by the Lessee relating to any matter which is the subject of this Agreement shall extend throughout the term of this lease and any statutes of limitations thereafter. The Lessee's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. If the indemnity provisions are limited by Florida Statutes Sec. 725.06(2)-(3) or Florida Statutes Sec. 725.08, then with respect to the part so limited, the Lessee shall indemnify and hold harmless the Lessor, and its officers and employees, from liabilities, damages, losses and costs,

including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Lessee. If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) coverage amount of Commercial General Liability Insurance required under the lease; or (ii) \$1,000,000.00. Otherwise, the obligations for indemnification and defense will not be limited by the amount of any insurance required to be obtained or maintained under this lease.

This section survives termination or expiration of this Contract.

(b) The Lessee agrees to reimburse and pay on behalf of the Lessor the cost of the Lessor's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in subparagraph (a) above or 2) other claims arising out of the Lessee's performance of the Contract and in which the Lessor has prevailed. The Lessor shall choose its legal defense team, experts, and consultants and invoice the Lessee accordingly for all fees, costs and expenses upon the conclusion of the claim. Such payment on the behalf of the Lessor shall be in addition to any and all other legal remedies available to the Lessor and shall not be considered to be the Lessor's exclusive remedy. This section survives termination or expiration of this Contract. Lessee covenants to hold Lessor harmless from any charge, claim, demand, or loss connected with or arising out of Lessee's use or use by the public of the demised premises, including cost of defense and reasonable attorney's fees. The provisions of Section 768.28, Florida Statutes apply to this lease and Lessee does not waive its sovereign immunity, but covenants to insure its obligations under the foregoing indemnity.

10. (a) Lessor reserves the right to cancel this lease in the event of its decision to sell or otherwise alienate the leased premises. In such event, the Lessor will give Lessee no less than ninety (90) days' notice of such termination, during which time Lessee agrees to vacate the premises. In the event of a sale, the net proceeds shall first be applied to reimburse the Lessor for the obligations described in Paragraph 6 of the Joint Resolution, and then to reimburse the Lessee for its capital expenditures associated with the leased premises, and then to the Lessor. (b) Lessee shall seek various State and Federal grants for the property throughout the term of the lease, and such grants shall be approved of by Lessor prior to Lessee's acceptance of the grants. Upon Lessee and Lessor's acceptance of such grants, Lessee shall be responsible for compliance with the terms of any such grants; provided, however, in the event of the termination of the lease, the Lessor shall be responsible for such compliance.

11. Throughout the period that this Agreement is in effect, the Lessee agrees to insure, at its own cost and expense, the premises, including fixtures, furnishings, and any other equipment and personal property, owned by either party, and located at the leased premises, in the amounts and subject to the terms contained in Bay County's Insurance Requirements. Bay County's current Insurance Requirements are attached hereto as Exhibit "B". Any future modification in Bay County's standard Insurance Requirements shall apply to this lease.

12. Miscellaneous.

(a) Governing Law and Venue. This Agreement is governed by the laws of the state of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the

Fourteenth Judicial Circuit of Bay County, Florida.

(b) Entire Agreement. This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties regarding the Site. Any amendments to this Agreement must be in writing and executed by both parties.

(c) Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law;

(d) Waiver. No waiver by either party with respect to any breach or default of or with respect to any provisions or condition of this agreement, and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this agreement. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

(e) Authority. Each party warrants and represents to the other that each has the right to enter into this Agreement and the persons signing this Agreement on behalf of each party have the authority to sign and bind the respective parties.

(f) Relationship of Parties. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of lessor and lessee.

(h) Consent. Whenever this Agreement requires the consent of either party, both lessor and lessee agree such consent shall not be unreasonably withheld, delayed, or conditioned.

(i) Time is of the essence. Time is of the essence for this lease.

(k) The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. “(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

(l) The Lessor shall ensure the Lessee’s quiet enjoyment of the Premises whenever the Lessee shall be in compliance with the covenants contained herein.

(m) The Lessee shall not commit or permit waste of the Premises.

13. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Bay County public health unit. At this time, the County does not conduct radon testing with respect to any buildings located on the Property. Each party disclaims to the other any and all representations and warranties as to the absence of radon gas or radon gas producing conditions with respect to any buildings located on the Property.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the

day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness #1 Signature

Shelbie Suppilo
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Kate Seaver
Witness #2 Printed Name

**LESSEE: PANAMA CITY COMMUNITY
DEVELOPMENT COUNCIL, INC.**
a Florida not-for-profit corporation

By: [Signature]
Name: Jennifer M. Vigil
Title: President & CEO
Date: 6/8/23

Attested by:

_____, Clerk

Signed, sealed and delivered
in the presence of:

[Signature]
Witness #1 Signature

Shen Hardy
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Cindy Figueroa
Witness #2 Printed Name

LESSOR: BAY COUNTY
a political subdivision of the State of Florida

By: [Signature]
Name: Tommy Hamm
Title: Chairman
Date: 6/6/23

Attested by:

Bill Kinsaul, Clerk

JOINDER

Signed, sealed and delivered
in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

FORMER LESSEE: CITY OF PANAMA CITY
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Attested by:

_____, Clerk



A CERTIFIED TRUE COPY
BILL KINSAUL CLERK
OF COURT & COMPTROLLER

BY: [Signature]
Deputy Clerk

JOINT RESOLUTION

by
The School Board of Bay County, Florida,
and
The Bay County Board of County Commissioners,
and
The Panama City Beach Convention and Visitors Bureau, Inc.
November 17, 2020

The purpose of this resolution is to transfer the ownership of the St. Andrew School property (the "Property") to the Bay County Board of County Commissioners, a political subdivision of the State of Florida (the "County"), in exchange for the satisfaction of an obligation of the School Board to the Panama City Beach Convention and Visitors Bureau, Inc. (the "CVB") as detailed below.

WHEREAS, Hurricane Michael made landfall on October 10, 2018 and caused severe damage to nearly every facility owned and operated by the School Board of Bay County, Florida (the "School Board"); and

WHEREAS, the Property suffered severe damage during Hurricane Michael; and

WHEREAS, the cost of restoration of the Property for use by the School Board would be significantly higher due to the fact that the Property is a registered historic landmark; and

WHEREAS, following Hurricane Michael, because of financial constraints placed on the school district and shifting populations throughout the county, the School Board approved recommendations from the Superintendent for the consolidation, reorientation and closure of several school sites; and

WHEREAS, the population previously served at the Property has been relocated to another School Board facility that better suits the school community's needs; and

WHEREAS, the School Board has determined that the land, buildings, and related facilities located on the Property are no longer necessary for the education or auxiliary purposes of the school system, which has been confirmed by an educational plant survey that is pending review by the Florida Department of Education; and

WHEREAS, the continued maintenance, security, utilities and insurance for the vacant school facility imposes an unnecessary burden on the financial resources of the School Board; and

WHEREAS, the County has requested that the School Board transfer the ownership of the Property to their agency for use as a community service center to meet the needs of the County; and

WHEREAS, the School Board believes it would be in the best interest of the citizens of the County and the School Board to transfer ownership of the Property to the County.

NOW, THEREFORE, BE IT RESOLVED by the School Board, under authority vested in the School Board by the laws of the State of Florida, as follows:

1. All rights, title and interest in the land and buildings of the Property, as legally described herein (See Exhibit "A"), shall be transferred to the County, by quit claim deed, for the amount of \$1.00 (One Dollar), without additional cost to the School Board. Such quit claim deed shall not be executed and delivered until approval of the educational plant survey has been received from the Florida Department of Education.
2. Restrictions on Use and Transfer
 - a. The County may use or lease the Property for use as a community service center to meet the needs of the County. No portion of the land and buildings shall be used for a private or charter school serving students in pre-kindergarten through twelfth grade.
 - b. The County shall not sell or convey the Property to a third party for five years following conveyance to the County.
 - c. If, at any time within fifteen years following conveyance of the Property to the County, the County receives a bona fide offer from any person, persons, organization, or organizations to purchase in whole or in part, the Property described herein, the County shall send School Board a copy of the proposed contract and notify School Board of its intention to accept the same. The School Board shall have the right within 60 days to accept the terms of said Contract in writing and within 90 days thereafter to purchase the Property in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract. If the School Board shall not so elect within the said period of 60 days, the County may then sell the Property to said offeror provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to the School Board.
3. Both the School Board and the County acknowledge the Property's current state of disrepair. The County shall undertake full responsibility to restore the Property for its own uses. The County shall ensure that any restoration is consistent with the requirements of the building being listed as a registered historic landmark.
4. The School Board shall remove their school furnishings within 90 days after the transfer of the property. No portable classrooms or equipment purchased with federal funds, such as food service equipment, shall convey with the Property. Any other furnishings remaining after that date shall become the property of the purchaser.
5. This transfer of ownership of the St. Andrew High School does not include any stated or implied warranties, repairs, insurance, utilities, ground maintenance, or equipment or obligations for other like matters after the date of transfer, other than those warranties in place that can be transferred to a new owner.
6. Transfer of the Property to the County shall satisfy and cancel any obligation of the School Board to the CVB related to the cost of construction of an Entrance Road shown in paragraph 30 of that certain Land Transfer Agreement, a memorandum of which was recorded on June 22, 2016, in Bay County Official Records Book 3807, Page 848, *et seq.*

7. This Agreement may be executed in counterpart. Electronically transmitted signatures will be acceptable in place of originals.

THIS RESOLUTION is adopted by the School Board of Bay County, Florida, this 13 day of October, 2020, and shall take effect immediately upon its adoption by all parties.

PASSED AND APPROVED 13 day of October, 2020.

SCHOOL BOARD OF BAY COUNTY, FLORIDA

(SEAL)

By: Steve E. Moss
Steve Moss, Chairman

ATTEST:

By: [Signature]
Superintendent of Schools and Ex Officio
Secretary to the School Board of Bay
County, Florida

THIS RESOLUTION is adopted by the Bay County Board of County Commissioners on this 17 day of November, 2020, and shall take effect immediately upon its adoption by all parties.

PASSED AND APPROVED 17 day of November, 2020.

ATTEST:

Bill Kinsaul
Bill Kinsaul
Clerk

Approved as to Form,

Don Banks
Don Banks, County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

By: Philip Griffiths, Jr.
Philip Griffiths, Jr., Chairman

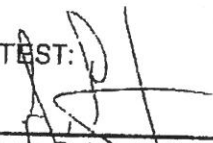
Date Adopted: 11/17/20



THIS RESOLUTION is adopted by the Panama City Beach Convention and Visitors Bureau, Inc. on this 10th day of NOVEMBER, 2020, and shall take effect immediately upon its adoption by all parties.


PASSED AND APPROVED 10th day of NOVEMBER, 2020.

ATTEST:



Yonnie Patronis, Secretary

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

By: 

Dan Rowe, President 11/30/2020
Date

By: 

Phil Chester, Chairman 12/0/2020
Date

EXHIBIT "A"

ALL OF BLOCK TWO (2) INCLUDING LOTS 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - AND 18 IN SAID BLOCK TWO (2) OF THE NORTHWEST QUARTER OF SECTION NUMBER ONE (1) IN TOWNSHIP FOUR (4) SOUTH, RANGE FIFTEEN (15) WEST ACCORDING TO GEORGE S. HUNTINGTONS PLAT OF 1885 IN FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR SAID COUNTY, TOGETHER WITH THE IMPROVEMENTS THEREON, AND THE HEREDITAMENTS AND APPUTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.



**BAY COUNTY
INSURANCE REQUIREMENTS**

An amendment to Exhibit be for the waiver of wind insurance will be on the Bay County Commission agenda in August. Wind coverage is not available based on the current condition of the building. This has been addressed with County Admin.

A handwritten signature in black ink, appearing to be the initials "JW".

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of N/A per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

- Electronic Data Liability Insurance**
The Other Party shall purchase Electronic Data Liability with limits of N/A
- Garage Liability Coverage**
Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.
- Garage Keepers Coverage (Legal Liability Form)**
Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.
- Damage to Premises Rented/Leased to you- (Legal Liability Form)**
Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.
- Watercraft Liability Coverage**
Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.
Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.
- Aircraft Liability Coverage**
Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.
The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.
- Pollution Legal Liability Coverage** N/A
Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.
- United States Longshoremen and Harbor workers Act Coverage**
The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

8/15/2023

3. REQUESTED MOTION/ACTION:

Board authorize CEO Vigil to negotiate and execute a contract with the lowest bidder for the Destination Panama City Visitor’s Center Storage Expansion Project.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No IF NO, STATE ACTION REQUIRED N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes No

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

The Destination Panama City Board authorized CEO Vigil to advertise for Visitor’s Center Storage Unit Expansion Project to create heated and cooled storage space on the ground level of the facility. This initiative will eliminate the need for monthly storage unit fees and alleviate the need for staff to make frequent runs offsite to retrieve supplies and equipment.

This is small scale project.The bid opening will be held on August 10, 2023. Detailed bid responses will be made available to the board at the beginning of the meeting since this agenda will be published before the bid opening.