



DESTINATION PANAMA CITY
REGULAR MEETING

Location: Destination Panama City Visitor's Center
101 West Beach Drive, Panama City, FL 32401
Special Meeting - 3/14/2024

- 1) Roll Call
- 2) Approval of Minutes – February 28, 2024 Regular Meeting
- 3) Acceptance of TDT Revenue Reports – FY24, January 2024
- 4) Financial Status Report – Period Ending January 31, 2024
- 5) FY23 Audit (Prepared by CRI)
- 6) St Andrews School Bid Tabulation and Award Consideration
- 7) CEO Updates
- 8) Public Participation
- 9) Adjournment

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

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/14/24

3. REQUESTED MOTION/ACTION:

Board accept the Board Meeting Minutes of 2/28/24 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 2/28/24 have been prepared for review and acceptance.



DESTINATION PANAMA CITY BOARD MEETING
February 8, 2024 - 12:00PM

Called the Meeting to Order – Chairman Banker called the Meeting to Order.

1. Roll Call – Chairman Banker, Vice Chairman Grainger, Secretary and Treasurer Street, Board Member Lucas, and Board Member Capps were all present.
2. Approval of Minutes – December 13, 2023.
 - a. Motion to approve Minutes as presented was made by Secretary and Treasurer Street.
 - b. Motion was seconded by Vice Chairman Grainger.
 - c. The motion was approved unanimously.
3. Acceptance of TDT Revenue Reports – FY24, November 2023
 - a. Motion to approve the TDT Revenue Reports was made by Chairman Banker.
 - b. Motion was seconded by Vice Chairman Grainger.
 - c. The motion was approved unanimously.
4. Financial Status Report – Period Ending December 31, 2023, Kennon Accounting Solutions in attendance to present Management Report and Statement of Net Position. Board Member Lucas asked about budget for the Mardi Gras Parade and CEO Vigil explained the budget and Placer.AI attendance report to the board.
 - a. Motion to approve the Financial Status Report was made by Large Collector Member Jean Capps.
 - b. Motion was seconded by Vice Chairman Grainger
 - c. The motion was approved unanimously.
5. FY23 Audit (Prepared by CRI) – moved to 3/14/24 by CRI
6. St. Patrick’s Day – Bobby Beard – House of Henry. Originally asked for \$15,000 but seeking to increase from \$15,000 to \$18,000. Secretary and Treasurer Street asks where this money will come from since the money was not a budgeted line item. CEO Vigil explains the Unallocated Event Funds Budget line item. Board Member Lucas asks about in-kind marketing in place of increasing the budget.

- a. Motion to approve House of Henry’s request to increase budget to \$18,000 was made by Secretary and Treasurer Street.
 - b. Motion was seconded by Vice Chairman Grainger
 - c. The motion was approved unanimously.
7. RedFish Film Festival – Kevin Elliot - \$22,000 budget has been approved for FY24. The Redfish Film Festival is looking for a \$10,000 budget increase to \$32,000. CEO Vigil invites Board Members to ask Kevin Elliot questions as he is in attendance. CEO Vigil explains how this event will provide Panama City with plenty of earned media due to Kevin Elliot’s film line-up.
- a. Motion to approve the increase the budget to \$32,000 was made by Board Member Lucas
 - b. Motion was seconded by Vice Chairman Grainger.
 - c. The motion was approved unanimously.

8. Cultura – Panama City Quality of Life Department – Asking for \$15,000 in Event Assistance Funds when not requested before FY24 Budget was approved. CEO Vigil explained the Event Assistance form was turned in with an incomplete budget. CEO Vigil asked event coordinators to re-do their application and fix their event budget. CEO Vigil also expressed concerns about the event coordinator’s ability to successfully host a large-scale festival based on previous events.

There is discussion about Oktoberfest and 4th of July events being largely funded and operated by Destination Panama City staff instead of event coordinators. CEO Vigil believes this request is out of line for the quality of events the event coordinators has put on in the past as well as the event occurring on the same weekend as Blessing of the Fleet and Jeep Jam’s St. Andrews Invasion.

At a meeting on Dec. 4, event directors said they would cancel the event and later that week put out an artist call Destination Panama City staff saw on social media. CEO Vigil assures the Board we want to be a good partner to Panama City’s Quality of Life Department but is nervous about the attention to detail this event is not receiving.

Chairman Banker asked CEO Vigil about the meeting on December 4th and if we were aware of the decision not to cancel after confirming in the meeting, they would cancel the event. CEO Vigil confirms Destination Panama City staff was made aware of the change of the event coordinator’s decision not to cancel the event through a social media post calling for artists for the event.

CEO Vigil discussed different marketing expenses and explained how we have high standards for our events that receive assistance grants. Secretary and Treasurer Street shares apprehension towards promoting multiple events all happening on the same weekend. Secretary and Treasurer Street believes Destination Panama City staff should not be made to promote

events that will not meet our event standards and to see this year if the event goes well and plan for next year.

CEO Vigil feels confident in Destination Panama City staff's ability to support multiple events the same weekend and expects the event to be more mid-size, not as large as the event coordinators are expecting. CEO Vigil expresses concern about the event coordinator's reliance on us to successfully host this event and wants all the events we give assistance to diversify their sponsorships so not every event is reliant on Destination Panama City.

Secretary and Treasurer Street continues to express concern about last minute event mishaps and uses Blessing of the Fleet as an example since this event harnesses earned media nationally and is now confident there can be multiple events occurring on the same weekend.

Secretary and Treasurer Street and Vice Chairman Grainger discuss Keith Mefford's lack of attendance at this meeting. Vice Chairman Grainger asks CEO Vigil about the contract Destination Panama City has with the City to put on 4th of July and Oktoberfest events. Vice Chairman Grainger is specifically inquiring about the contract's expiration date. CEO Vigil shares the contract occurs on a yearly basis. Secretary and Treasurer Street inquires about how much planning has been put into Oktoberfest 2024 event. CEO Vigil shares all event material has been ordered besides beer.

Secretary and Treasurer Street encourages Destination Panama City staff to request Panama City to improve their application process for Event Assistance in the future. CEO Vigil states canceling the Cultura event would be damaging to both boards. Secretary and Treasurer Street asks about how Destination Panama City will participate in this event. CEO Vigil confirms Destination Panama City will participate in the Cultura event.

- a. Motion to approve staff recommendation in event assistance not to exceed \$3,050 for Cultura Event was made by Secretary and Treasurer Street.
 - b. Motion was seconded by Board Member Lucas.
 - c. The motion was approved unanimously.
9. FY24 Facility Use Policy – CEO Vigil states 4-hour time block facility rentals do not work for everyone with a proposal to change the facility rental to an hourly rate with a 4-hour minimum. We have already explained this change to our partners and re-occurring events that are held in our facility, and all are on board. CEO Vigil also explains we never want to compete with rental spaces in the private sector, so our facility rental space is never advertised.
- a. Motion to approve Facility Use Policy made by Board Member Lucas.
 - b. Motion is seconded by Board Member Capps
 - c. Motion is approved unanimously.

10. 2024 DPC Board Meeting Schedule – CEO Vigil proposes regularly scheduled Board Meeting on the second Thursday, every other month except for March. There must be a Board Meeting in March for the St. Andrews School Project.
 - a. Motion to approve the DPC Board Meeting Schedule is made by Board Member Capps.
 - b. Motion is seconded by Chairman Banker.
 - c. Motion is approved unanimously.
11. CEO Updates – CEO Vigil discussed Event Assistance Grants we routinely grant without Board Approval since the requests are under \$10,000. CEO Vigil also discussed the Public Outreach Report, Sales Initiatives and the recent trip to Miami with Destination Panama City’s Sales and Event Liaison Aubrey Haskell. May Tourism Appreciation event was also discussed as well as July 4th Salute to Freedom event planning and scheduling of vendors, and finally the St. Andrews School Project.
12. Adjournment – Meeting Adjourned by Chairman Banker.

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

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

2/8/2024

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

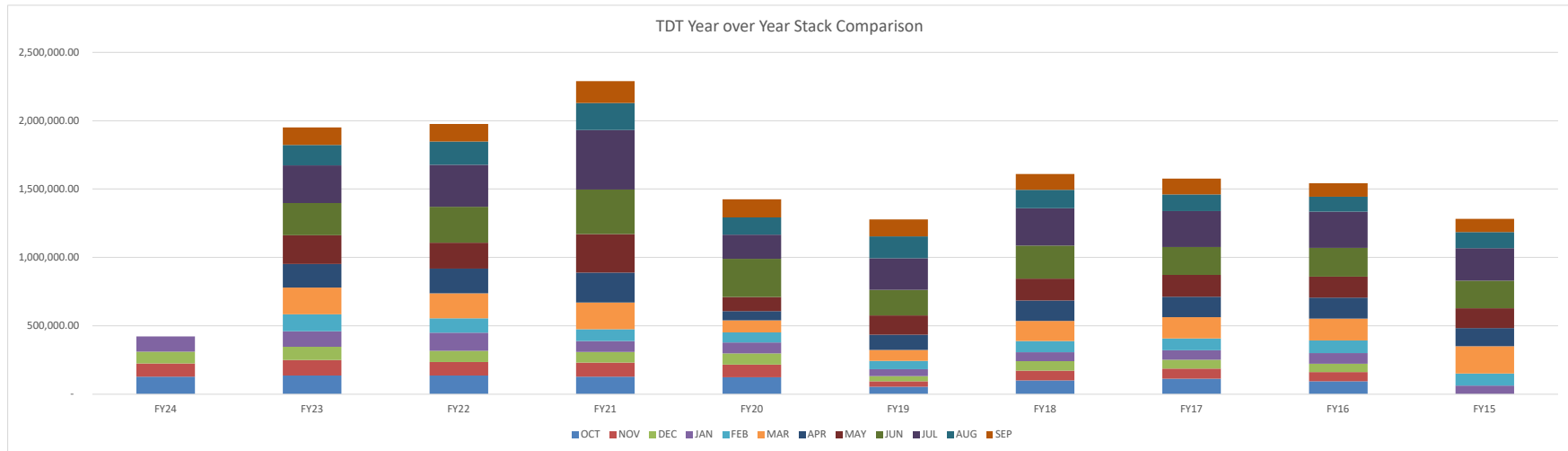
5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED N/A

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.

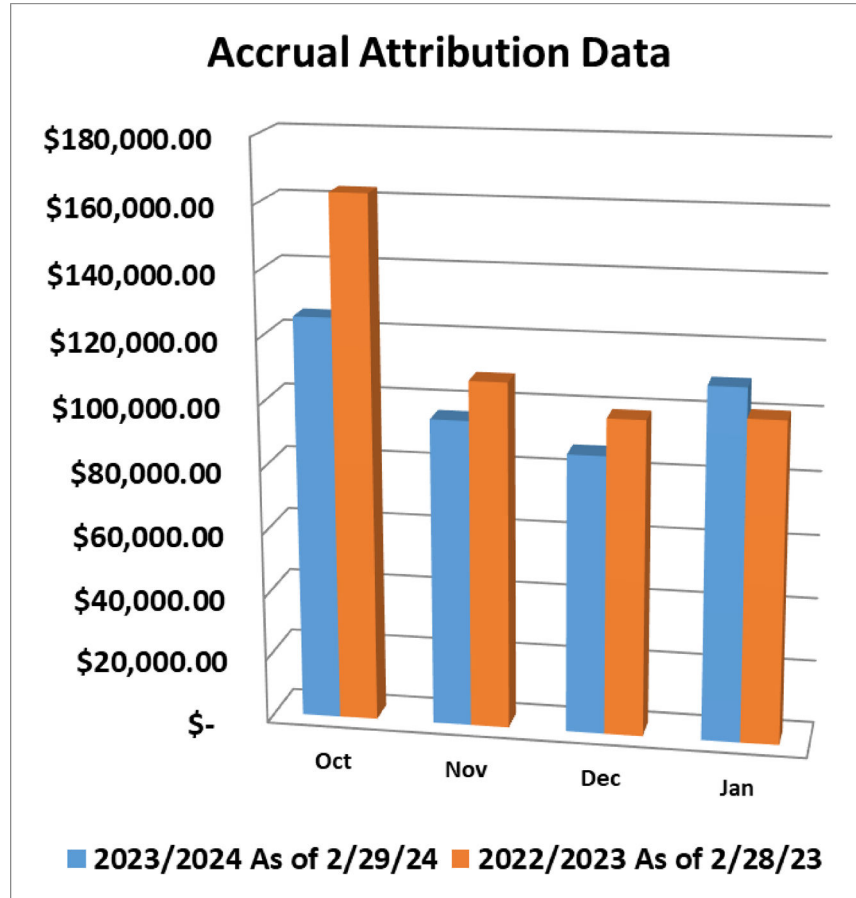


	FY24	FY23	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15
OCT	128,772.76	136,847.79	135,808.08	128,768.79	123,861.73	53,465.19	101,281.73	112,754.00	94,571.27	-
NOV	95,487.49	112,426.73	100,118.98	101,630.73	91,643.79	40,942.54	69,765.50	73,327.00	66,059.88	-
DEC	87,289.14	96,525.57	81,802.37	78,649.26	82,443.03	37,691.14	69,355.65	65,657.00	62,079.90	-
JAN	111,642.43	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		234,804.29	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		275,804.87	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		149,325.94	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		128,546.36	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	423,191.82	1,951,177.28	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
YTD Comparison		460,933.90	449,895.32	387,957.54	377,928.60	182,741.36	306,456.76	322,077.00	300,866.44	63,069.50
Variance		-8.19%	-5.94%	9.08%	11.98%	131.58%	38.09%	31.39%	40.66%	570.99%



Tourist Development Tax, Bay County, Florida

Panama City



Accrual Attribution Data					
	<u>2023/2024 As</u> <u>of 2/29/24</u>	<u>2022/2023 As</u> <u>of 2/28/23</u>	<u>Variance</u>	<u>Variance %</u>	<u>2022/2023</u> <u>FINAL 2/29/24</u>
Oct	\$ 125,675.10	\$ 163,148.83	\$ (37,473.73)	-22.97%	\$ 137,637.85
Nov	\$ 96,015.29	\$ 108,230.88	\$ (12,215.59)	-11.29%	\$ 108,715.74
Dec	\$ 87,174.68	\$ 98,622.52	\$ (11,447.84)	-11.61%	\$ 117,467.56
Jan	\$ 109,751.85	\$ 100,409.64	\$ 9,342.21	9.30%	\$ 104,087.55
Feb-Sep	\$ 209.42	\$ 496.99			
	\$ 418,826.34	\$ 470,908.86	\$ (51,794.95)	-11.00%	\$ 467,908.70

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

FY2024 Cash/Accrual Breakdown

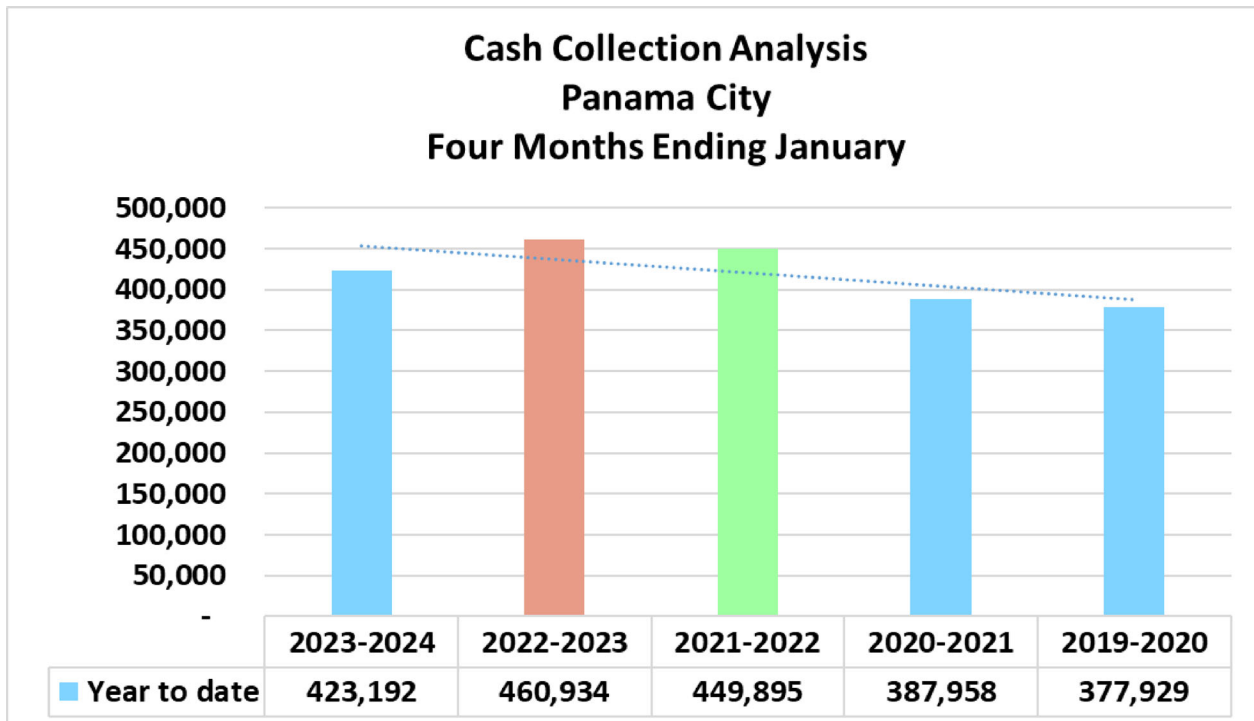
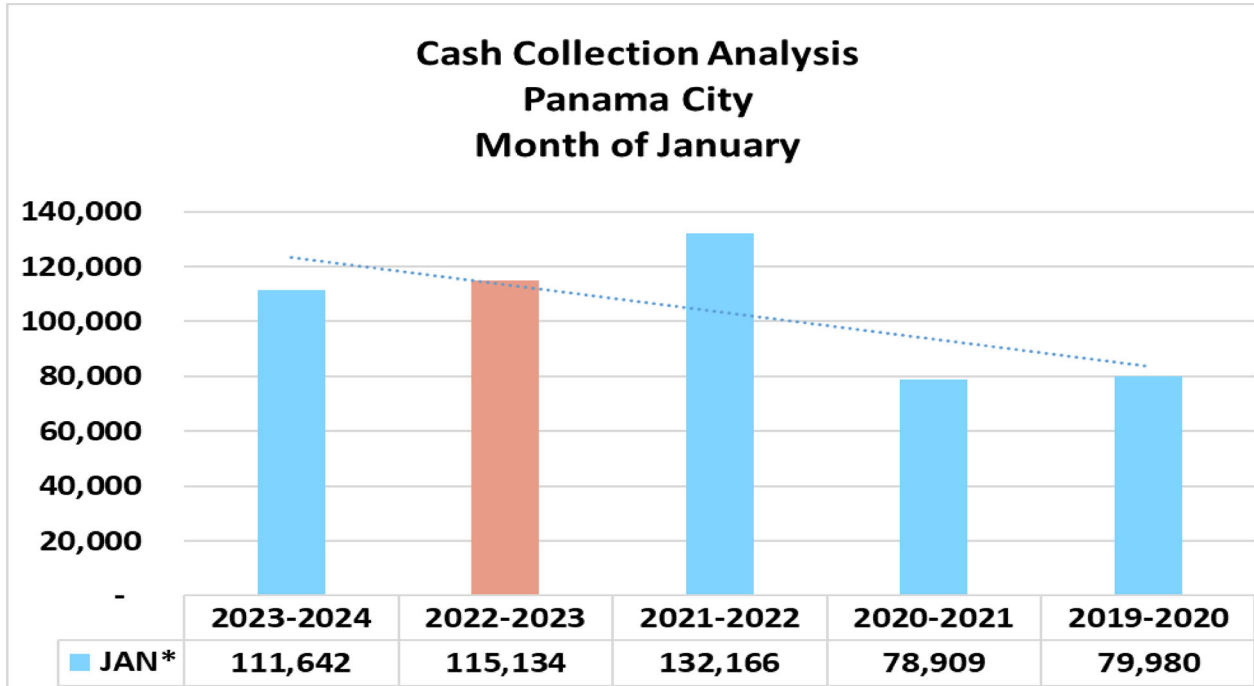
Panama City

Attributed period	Collected in						
	Nov	Dec	Jan	Feb	Mar		
Pre	\$ 3,564.54	\$ 173.73	\$ 83.14	\$ 544.17			\$ 4,365.58
Oct	\$ 125,023.61	\$ 268.26	\$ 50.00	\$ 333.23			\$ 125,675.10
Nov	\$ 184.71	\$ 95,045.50	\$ 467.65	\$ 317.43			\$ 96,015.29
Dec			\$ 86,435.25	\$ 739.43			\$ 87,174.68
Jan			\$ 253.10	\$ 109,498.75			\$ 109,751.85
Feb				\$ 112.36			\$ 112.36
Mar				\$ 97.06			\$ 97.06
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Post							-
	\$ 128,772.86	\$ 95,487.49	\$ 87,289.14	\$ 111,642.43	\$ -		\$ 423,191.92

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



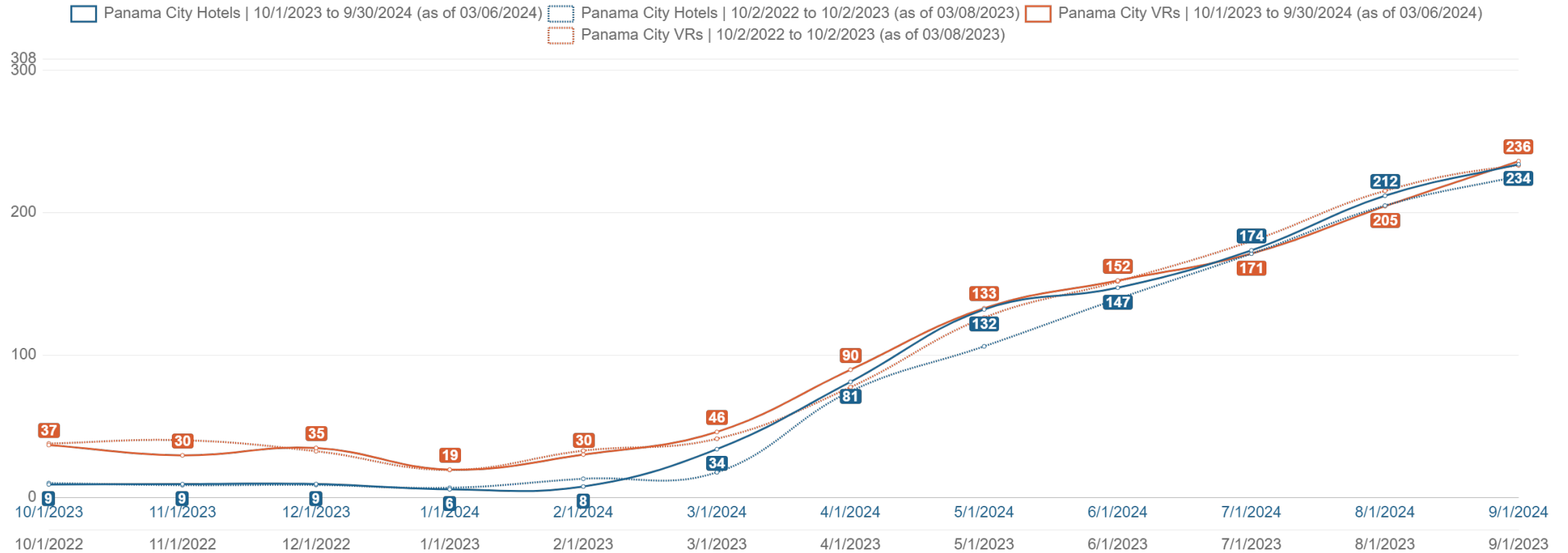
Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

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

Panama City Avg. Booking Window



Copyright Key Data, LLC 2024
 Created: 3/6/24 13:03 PM
 Data Source: Hotel (Direct) | VR (Airbnb)
 Market(s): Panama City
 Filter(s): none

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

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/14/2024

3. REQUESTED MOTION/ACTION:

Board accept the financial status reports as presented for period ending January 31, 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)

Attached is the January 2024 Financial Package for Board review and approval.

Management Report

Destination Panama City

For the period ended January 31, 2024



Prepared by

Kennon Accounting Solutions, Inc

Prepared on

February 13, 2024

Statement of Net Position

As of January 31, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
10001 Checking - Bankcorp South	479,512.79
10003 Checking - First Federal	10,000.21
Total Bank Accounts	489,513.00
Accounts Receivable	
11500 Accounts Receivable (A/R)	571,539.14
Total Accounts Receivable	571,539.14
Other Current Assets	
15510 Prepaid Insurance	6,655.64
15520 Deposits	700.47
Total Other Current Assets	7,356.11
Total Current Assets	1,068,408.25
Fixed Assets	
16500 Allowance for Depreciation	-78,694.13
16600 Fixed Prop Machinery & Equipment	24,908.99
16610 Buildings & Land	1,360,555.00
16630 Furniture & Fittings	2,730.00
16700 Leased Equipment	2,280.00
16800 Accumulated amortization	-855.00
Total Fixed Assets	1,310,924.86
TOTAL ASSETS	\$2,379,333.11

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable

20200 Accounts Payable (A/P) 211,124.86

Total Accounts Payable 211,124.86

Other Current Liabilities

20400 Advance Deposits 100,000.00

21600 Compensated Absences 35,711.65

Payroll Liabilities

21803 FL Unemployment Tax 19.50

21821 Health Insurance -3,920.62

21822 Dental Insurance -247.57

21824 Life Insurance -51.50

21825 Vision Insurance -72.21

Total Payroll Liabilities -4,272.40

	Total
Total Other Current Liabilities	131,439.25
Total Current Liabilities	342,564.11
Long-Term Liabilities	
22500 Lease Payable	1,425.00
Total Long-Term Liabilities	1,425.00
Total Liabilities	343,989.11
Equity	
27100 Fund Balance - Unrestricted	1,707,885.62
Retained Earnings	310,259.50
Net Revenue	17,198.88
Total Equity	2,035,344.00
TOTAL LIABILITIES AND EQUITY	\$2,379,333.11

Statement of Revenues, Expenses and Change in Net Position

January 2024

	Jan 2024	Oct 2023 - Jan 2024 (YTD)	Total
REVENUE			
31000 Bay County TDC Contract	247,438.08		808,126.74
34132 Co-Op Advertising Revenue	1,900.00		1,900.00
35000 Event Income			8,560.57
36200 Facility Rent Income	1,520.00		5,525.00
366140 Pvt Contribs & Donations			40.00
38000 Interest Income	416.98		1,726.96
39000 Misc Revenue	230.25		506.99
Total Revenue	251,505.31		826,386.26
GROSS PROFIT			
	251,505.31		826,386.26
EXPENDITURES			
51200 Regular Salaries	23,580.61		105,097.96
52100 FICA	1,788.89		7,942.85
52200 Retirement Contributions	1,538.84		5,850.43
52207 Health Insurance	4,670.60		13,094.90
52208 Dental Insurance	269.46		879.05
52300 Life Insurance	61.80		195.70
52500 Unemployment Insurance	19.50		357.60
53100 Professional Services			925.00
53200 Accounting & Auditing	3,000.00		13,174.25
53400 Other Contractual	1,441.64		6,041.80
53401 Marketing Contractual Services	10,449.36		90,088.26
54000 Travel per Diem Staff	4,070.09		11,044.32
54001 Travel Per Diem Non-Staff			2,293.04
54100 Communications	939.55		3,738.08
54200 Postage & Freight	89.02		1,982.08
54300 Utility	393.56		3,504.12
54400 Rentals & Leases	101.65		1,909.64
54500 Insurance	2,092.14		5,435.22
54600 Repair & Maintenance	1,200.00		4,981.27
54700 Printing & Binding			2,530.28
54800 Promotional Activities	182,403.34		395,096.92
54801 Creative Services			7,905.00
54900 Other Current Charges	168.07		2,284.13
55100 Office Supplies	378.05		566.17
55200 Operating Supplies	6,843.24		10,733.30
55400 Books, Pubs, Memberships	450.10		35,378.05
56200 Buildings	3,800.00		76,157.96
Total Expenditures	249,749.51		809,187.38

		Total
	Jan 2024	Oct 2023 - Jan 2024 (YTD)
NET OPERATING REVENUE	1,755.80	17,198.88
NET REVENUE	\$1,755.80	\$17,198.88

Destination Panama City Budget vs. Actuals: FY24

October - January 2024

Explanation provided for line items greater than 45% of annual budget

Percentage of Year complete = 33%

	Actual	Budget	Remaining	% of Budget	Explanation
Revenue					
31000 Bay County TDC Contract	808,126.74	3,110,434.00	2,302,307.26	25.98%	
34132 Co-Op Advertising Revenue	1,900.00	10,000.00	8,100.00	19.00%	
35000 Event Income	8,560.57	20,000.00	11,439.43	42.80%	Downtown After Dark and Boat Parade of Lights
35915 Event Booth Rental	0.00	5,000.00	5,000.00	0.00%	
36200 Facility Rent Income	5,525.00	0.00	-5,525.00		
366140 Pvt Contribs & Donations	40.00	0.00	-40.00		
38000 Interest Income	1,726.96	3,500.00	1,773.04	49.34%	Interest earning on Cadence operating account
39000 Misc Revenue	506.99	0.00	-506.99		
39600 Unrestricted Cash	0.00	350,000.00	350,000.00	0.00%	
Contributed income					
Donations directed by individuals	0.00	400,000.00	400,000.00	0.00%	
Grants from other nonprofits	0.00	500,000.00	500,000.00	0.00%	
Total Contributed income	\$ 0.00	\$ 900,000.00	\$ 900,000.00	0.00%	
Total Revenue	\$ 826,386.26	\$ 4,398,934.00	\$ 3,572,547.74	18.79%	
Gross Profit	\$ 826,386.26	\$ 4,398,934.00	\$ 3,572,547.74	18.79%	
Expenditures					
51200 Regular Salaries	105,097.96	351,942.62	246,844.66	29.86%	
51500 Special Pay	0.00	6,000.00	6,000.00	0.00%	
52100 FICA	7,942.85	26,666.72	18,723.87	29.79%	
52200 Retirement Contributions	5,850.43	35,194.26	29,343.83	16.62%	
52207 Health Insurance	13,094.90	44,762.64	31,667.74	29.25%	
52208 Dental Insurance	879.05	3,047.64	2,168.59	28.84%	
52300 Life Insurance	195.70	618.00	422.30	31.67%	
52400 Workers Comp	0.00	3,125.00	3,125.00	0.00%	
52500 Unemployment Insurance	357.60	2,000.00	1,642.40	17.88%	
53100 Professional Services	925.00	8,000.00	7,075.00	11.56%	
53200 Accounting & Auditing	13,174.25	25,000.00	11,825.75	52.70%	CRI progress billing total paid \$11,000 for 22/23 audit. Expenditures for audit will not continue throughout the fiscal year.
53400 Other Contractual	6,041.80	15,000.00	8,958.20	40.28%	
53401 Marketing Contractual Services	90,088.26	275,000.00	184,911.74	32.76%	
54000 Travel per Diem Staff	11,044.32	40,000.00	28,955.68	27.61%	
54001 Travel Per Diem Non-Staff	2,293.04	15,000.00	12,706.96	15.29%	
54100 Communications	3,738.08	12,000.00	8,261.92	31.15%	
54200 Postage & Freight	1,982.08	17,000.00	15,017.92	11.66%	
54300 Utility	3,504.12	25,000.00	21,495.88	14.02%	

54400 Rentals & Leases	1,909.64	13,000.00	11,090.36	14.69%	
54500 Insurance	5,435.22	30,000.00	24,564.78	18.12%	
54600 Repair & Maintenance	4,981.27	24,000.00	19,018.73	20.76%	
54700 Printing & Binding	2,530.28	40,000.00	37,469.72	6.33%	
54800 Promotional Activities	395,096.92	1,000,000.00	604,903.08	39.51%	
54801 Creative Services	7,905.00	60,000.00	52,095.00	13.18%	
54802 Media Commissions	0.00	40,000.00	40,000.00	0.00%	
54803 Photography/Videography	0.00	20,000.00	20,000.00	0.00%	
54900 Other Current Charges	2,284.13	20,000.00	17,715.87	11.42%	
55100 Office Supplies	566.17	1,700.00	1,133.83	33.30%	
55200 Operating Supplies	10,733.30	25,000.00	14,266.70	42.93%	
55400 Books, Pubs, Memberships	35,378.05	40,000.00	4,621.95	88.45%	Annual Subscription/membe rships for Placer Labs 16,000, Destinations FL 3,801, US Travel Association 6,350, Destinations International 3,804
55500 Training	0.00	15,000.00	15,000.00	0.00%	
55700 Operational Reserve for Contingency	0.00	66,377.12	66,377.12	0.00%	
56200 Buildings	76,157.96	2,088,500.00	2,012,342.04	3.65%	
56400 Machinery & Equipment	0.00	10,000.00	10,000.00	0.00%	
Total Expenditures	\$ 809,187.38	\$4,398,934.00	\$ 3,589,746.62	18.40%	
Net Operating Revenue	\$ 17,198.88	\$ 0.00	-\$ 17,198.88		
Net Revenue	\$ 17,198.88	\$ 0.00	-\$ 17,198.88		

A/R Aging Summary

As of January 31, 2024

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Jennifer Vigil - AR					5.34	5.34
Tourism Contract						0.00
Bay County Contract 23-24	507,850.74					507,850.74
St Andrews School	63,468.62		214.44			63,683.06
Total Tourism Contract	571,319.36		214.44			571,533.80
TOTAL	\$571,319.36	\$0.00	\$214.44	\$0.00	\$5.34	\$571,539.14

TB

A/P Aging Summary

As of January 31, 2024

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Alabama Media Group	155,000.00					155,000.00
Beach TV Cable Company, Inc	484.31					484.31
Carr Riggs & Ingram	3,000.00					3,000.00
City of Panama City	355.33					355.33
Down to Earth Outdoor Services, LLC	600.00					600.00
Earthshine Cleaning	208.49					208.49
First Federal Bank	35,734.24					35,734.24
FPL Northwest FL	38.23					38.23
Lamar Companies	2,300.00					2,300.00
Laurie Rowe & Company	9,500.00					9,500.00
Lawnmasters of Panama City LLC	600.00					600.00
Panama Business Machines	49.31					49.31
Print Source	1,273.30					1,273.30
Wells Fargo Vendor Financial Services, LLC		101.65				101.65
WMBB	1,880.00					1,880.00
TOTAL	\$211,023.21	\$101.65	\$0.00	\$0.00	\$0.00	\$211,124.86

TB



Destination Panama City

10001 Checking - Bankcorp South, Period Ending 01/31/2024

RECONCILIATION REPORT

Reconciled on: 02/13/2024

Reconciled by: Suzanne Kennon

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

Summary

USD

Statement beginning balance.....	674,914.81
Interest earned.....	416.89
Checks and payments cleared (50).....	-160,315.38
Deposits and other credits cleared (8).....	3,257.80
Statement ending balance.....	<u>518,274.12</u>
Uncleared transactions as of 01/31/2024.....	-38,761.33
Register balance as of 01/31/2024.....	479,512.79
Cleared transactions after 01/31/2024.....	0.00
Uncleared transactions after 01/31/2024.....	-241,790.44
Register balance as of 02/13/2024.....	237,722.35

Details

Checks and payments cleared (50)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/11/2023	Bill Payment	10581	Bay County Chamber of C...	-5,174.00
12/18/2023	Bill Payment	10607	Quina Grundhoefer Archite...	-41,800.00
12/18/2023	Bill Payment	10601	Bay County Chamber of C...	-868.50
12/18/2023	Bill Payment	10605	FPL Northwest FL	-411.64
12/18/2023	Bill Payment	10600	Aaron Rich Marketing	-676.00
12/18/2023	Bill Payment	10606	PG Environmental Florida, ...	-608.25
12/18/2023	Bill Payment	10609	Verizon	-258.00
12/18/2023	Bill Payment	10603	Brock Lawn and Pest Cont...	-48.15
12/18/2023	Bill Payment	10610	WMBB	-1,705.00
12/18/2023	Bill Payment	10604	City of Panama City	-473.93
01/05/2024	Payroll Check	DD	Shelbie L. Scippio	-2,037.92
01/05/2024	Payroll Check	DD	Lauren E. Beauchamp	-1,776.03
01/05/2024	Payroll Check	DD	Katherine M. Seaver	-1,463.49
01/05/2024	Payroll Check	DD	Jennifer Vigil	-4,254.27
01/09/2024	Bill Payment	10628	Rotary Club of Panama Cit...	-310.00
01/09/2024	Bill Payment	10614	Down to Earth Outdoor Ser...	-600.00
01/09/2024	Bill Payment	10616	First Federal Bank	-28,369.32
01/09/2024	Bill Payment	10630	VISA	-2,654.94
01/09/2024	Bill Payment	10620	Gannett Florida LocaliQ	-763.75
01/09/2024	Bill Payment	10631	Wells Fargo Vendor Financ...	-101.65
01/09/2024	Bill Payment	10632	WOW	-671.51
01/09/2024	Bill Payment	10629	U.S. Travel Association	-6,350.00
01/09/2024	Bill Payment	10624	Miles Partnership, LLLP	-9,500.00
01/09/2024	Bill Payment	10623	Matthew May	-250.00
01/09/2024	Bill Payment	10622	Laurie Rowe & Company	-9,500.00
01/09/2024	Bill Payment	10621	Krewe of St. Andrews Inc.	-5,621.95
01/09/2024	Bill Payment	10619	Florida Department of Rev...	-50.00
01/09/2024	Bill Payment	10613	City of Panama City	-355.33
01/09/2024	Bill Payment	10612	Carr Riggs & Ingram	-3,500.00
01/09/2024	Bill Payment	10625	Panama Business Machines	-67.23
01/09/2024	Bill Payment	10615	Earthshine Cleaning	-261.99
01/09/2024	Bill Payment	10627	Raymond James	-1,538.84
01/10/2024	Tax Payment		IRS	-3,334.70

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/18/2024	Check	ACH	Florida Department of Rev...	-63.59
01/19/2024	Payroll Check	DD	Shelbie L. Scippio	-2,032.23
01/19/2024	Payroll Check	DD	Jennifer Vigil	-3,912.53
01/19/2024	Payroll Check	DD	Lauren E. Beauchamp	-1,765.54
01/19/2024	Payroll Check	DD	Katherine M. Seaver	-1,463.48
01/20/2024	Bill Payment	10638	FPL Northwest FL	-80.29
01/20/2024	Bill Payment	10633	Aaron Rich Marketing	-1,026.00
01/20/2024	Bill Payment	10635	Bay High School Wrestling ...	-1,800.96
01/20/2024	Bill Payment	10639	Jennifer Vigil - VENDOR	-598.50
01/20/2024	Bill Payment	10642	Raymond James	-769.42
01/20/2024	Bill Payment	10637	City of Panama City	-275.52
01/20/2024	Bill Payment	10645	WMBB	-1,295.00
01/20/2024	Bill Payment	10636	Brock Lawn and Pest Cont...	-48.15
01/22/2024	Expense	1163558-10001-2/24	Principal Life Insurance Co...	-356.93
01/24/2024	Tax Payment		IRS	-3,132.75
01/24/2024	Bill Payment	10647	iDSS Global, LLC	-6,000.00
01/24/2024	Tax Payment		FL U.C. Fund	-338.10

Total -160,315.38

Deposits and other credits cleared (8)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/08/2024	Deposit			231.78
01/10/2024	Deposit			289.50
01/19/2024	Deposit			96.35
01/22/2024	Deposit			734.62
01/25/2024	Deposit		SHRM	60.00
01/28/2024	Deposit			772.55
01/30/2024	Deposit			773.00
01/30/2024	Deposit			300.00

Total 3,257.80

Additional Information

Uncleared checks and payments as of 01/31/2024

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/19/2023	Bill Payment	10574	Panama City Symphony Or...	-800.00
01/09/2024	Bill Payment	10611	325 Force Support MWR F...	-5,000.00
01/20/2024	Bill Payment	10646	WOW	-681.54
01/20/2024	Bill Payment	10644	Verizon	-258.01
01/20/2024	Bill Payment	10643	The Local Palate	-750.00
01/20/2024	Bill Payment	10640	MWB	-11,573.04
01/20/2024	Bill Payment	10634	Aubrey Haskell VENDOR	-598.50
01/20/2024	Bill Payment	10641	Quina Grundhoefer Archite...	-19,157.96

Total -38,819.05

Uncleared deposits and other credits as of 01/31/2024

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/31/2024	Deposit			57.72

Total 57.72

Uncleared checks and payments after 01/31/2024

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/02/2024	Payroll Check	DD	Jessica A. Bright	-1,125.58
02/02/2024	Payroll Check	DD	Jordan Seamster	-132.98
02/02/2024	Payroll Check	DD	Shelbie L. Scippio	-2,032.22
02/02/2024	Payroll Check	DD	Jennifer Vigil	-4,254.28
02/02/2024	Payroll Check	DD	Lauren E. Beauchamp	-1,765.55
02/02/2024	Bill Payment	10660	Wells Fargo Vendor Financ...	-101.65
02/02/2024	Bill Payment	10656	Lawnmasters of Panama C...	-600.00
02/02/2024	Bill Payment	10658	Print Source	-1,273.30
02/02/2024	Bill Payment	10659	Raymond James	-769.42
02/02/2024	Bill Payment	10652	Earthshine Cleaning	-208.49
02/02/2024	Bill Payment	10648	Alabama Media Group	-124,000.00
02/02/2024	Bill Payment	10650	Carr Riggs & Ingram	-3,000.00
02/02/2024	Bill Payment	10654	Lamar Companies	-2,300.00
02/02/2024	Bill Payment	10653	FPL Northwest FL	-38.23
02/02/2024	Bill Payment	10657	Panama Business Machines	-49.31
02/02/2024	Bill Payment	10655	Laurie Rowe & Company	-9,500.00
02/02/2024	Bill Payment	10651	Down to Earth Outdoor Ser...	-600.00
02/02/2024	Bill Payment	10649	Beach TV Cable Company,...	-484.31
02/02/2024	Payroll Check	DD	Aubrey E. Haskell	-1,687.24
02/07/2024	Tax Payment		IRS	-3,554.24
02/13/2024	Bill Payment	10665	Aaron Rich Marketing	-1,201.00
02/13/2024	Bill Payment	10664	City of Panama City	-616.24
02/13/2024	Bill Payment	10663	Raymond James	-769.42
02/13/2024	Bill Payment	10662	WMBB	-1,880.00
02/13/2024	Bill Payment	10661	Alabama Media Group	-31,000.00
02/13/2024	Bill Payment	10666	Brock Lawn and Pest Cont...	-48.15
02/13/2024	Bill Payment	10667	First Federal Bank	-37,842.14
02/16/2024	Payroll Check	DD	Jordan Seamster	-105.28
02/16/2024	Payroll Check	DD	Shelbie L. Scippio	-2,032.22
02/16/2024	Payroll Check	DD	Jennifer Vigil	-3,912.53
02/16/2024	Payroll Check	DD	Lauren E. Beauchamp	-1,765.55
02/16/2024	Payroll Check	DD	Jessica A. Bright	-1,343.38
02/16/2024	Payroll Check	DD	Aubrey E. Haskell	-1,797.73
Total				-241,790.44



30/36

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

STATEMENT DATE
 01/31/24
 ACCOUNT NUMBER
 [REDACTED]

INFOLINE 1-888-797-7711

2023 CHECKING YEAR TO DATE INTEREST PAID		5,022.70
***** CHECKING ACCOUNT SUMMARY *****		
PREVIOUS BALANCE	674,914.81	AVERAGE BALANCE
+ 8 CREDITS	3,257.80	579,071
- 50 DEBITS	160,315.38	YTD INTEREST PAID
- SERVICE CHARGES	.00	416.89
+ INTEREST PAID	416.89	
ENDING BALANCE	518,274.12	

DAYS IN PERIOD 31

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

DATE.....	AMOUNT.	TRANSACTION DESCRIPTION	CHK NO/ATM CD
01/08	231.78	SQUARE INC 9424300002	
		L206854918167 240108P2	CCD
01/11	289.50	SQUARE INC 9424300002	
		L206855468647 240111P2	CCD
01/22	96.35	SQUARE INC 9424300002	
		L206857228011 240122P2	CCD
01/23	734.62	SQUARE INC 9424300002	
		L206857403010 240123P2	CCD
01/25	60.00	DEPOSIT	
01/29	772.55	SQUARE INC 9424300002	
		L206858300549 240129P2	CCD
01/30	300.00	DEPOSIT	
01/31	773.00	SQUARE INC 9424300002	
		L206858696496 240131P2	CCD
01/31	416.89	IOD INTEREST PAID	

CHECKS

DATE..	CHECK NO.....	AMOUNT	DATE..	CHECK NO.....	AMOUNT
01/04	10581*	5,174.00	01/19	10609*	258.00
01/04	10600*	676.00	01/03	10610	1,705.00
01/04	10601	868.50	01/19	10612*	3,500.00
01/10	10603*	48.15	01/11	10613	355.33
01/03	10604	473.93	01/17	10614	600.00
01/04	10605	411.64	01/17	10615	261.99
01/09	10606	608.25	01/16	10616	28,369.32
01/05	10607	41,800.00	01/12	10619*	50.00



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

STATEMENT DATE
 01/31/24
 ACCOUNT NUMBER
 [REDACTED]

CHECKS

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
01/18	10620	763.75	01/17	10632	671.51
01/22	10621	5,621.95	01/31	10633	1,026.00
01/16	10622	9,500.00	01/24	10635*	1,800.96
01/22	10623	250.00	01/31	10636	48.15
01/18	10624	9,500.00	01/24	10637	275.52
01/16	10625	67.23	01/30	10638	80.29
01/12	10627*	1,538.84	01/23	10639	598.50
01/23	10628	310.00	01/30	10642*	769.42
01/18	10629	6,350.00	01/29	10645*	1,295.00
01/16	10631*	101.65	01/31	10647*	6,000.00

OTHER DEBITS

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
01/05	1,463.49	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/05	1,776.03	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/05	2,037.92	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/05	4,254.27	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/10	2,654.94	VISA 1465106539	
		400977XXXXX0922 PAYMENT WEB	
01/10	3,334.70	IRS 3387702000	
		227441066053598 USATAXPYMT CCD	
01/18	63.59	FLA DEPT REVENUE 7596001874	
		77385444 C01 CCD	
01/19	1,463.48	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/19	1,765.54	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/19	2,032.23	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/19	3,912.53	PAYROLL 4462800242	
		17100606 PAYROLL CCD	
01/22	356.93	PLIC-SBD 9GPSBD0000	
		FACT#222969807 INSUR CLM CCD	
01/24	3,132.75	IRS 3387702000	
		227442466041848 USATAXPYMT CCD	
01/26	338.10	PAYROLL 1943345425	
		17100606 TAX CCD	

Check # 10630 in QB



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

30/36
 PAGE 3

STATEMENT DATE
 01/31/24
 ACCOUNT NUMBER

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

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
12/31	674914.81	01/11	607793.94	01/23	530717.87
01/03	672735.88	01/12	606205.10	01/24	525508.64
01/04	665605.74	01/16	568166.90	01/25	525568.64
01/05	614274.03	01/17	566633.40	01/26	525230.54
01/08	614505.81	01/18	549956.06	01/29	524708.09
01/09	613897.56	01/19	537024.28	01/30	524158.38
01/10	607859.77	01/22	530891.75	01/31	518274.12

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

EFF-DATE	RATE	
12-31-23	0.00350000	49,999
	0.00600000	99,999
	0.00850000	999,999
	0.01090000	

THANK YOU FOR BANKING WITH US

THIS SECTION IS PROVIDED TO HELP YOU BALANCE YOUR BANK STATEMENT.			
FROM _____		TO _____ 20____	
CHECKS OUTSTANDING — NOT CHARGED TO ACCOUNT			
NO.	\$		
		BALANCE SHOWN ON THIS STATEMENT	\$ _____ CHECKBOOK BALANCE \$ _____
		ADD DEPOSITS NOT CREDITED	\$ _____ DEDUCT SERVICE CHARGES \$ _____
			\$ _____
			\$ _____
		SUBTOTAL	\$ _____ SUBTOTAL \$ _____
		DEDUCT OUTSTANDING CHECKS	\$ _____ ADJ IN INTEREST CREDITED \$ _____
		RECONCILED STATEMENT BALANCE	\$ _____ UPDATED CHECKBOOK BALANCE \$ _____
TOTAL	\$		

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Direct telephone inquiries to 1-888-797-7711 (TOLL FREE) or write us at Customer Service, 2910 West Jackson St., Tupelo, MS 38801 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CREDIT LINE BILL:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at Customer Service, 2910 West Jackson St., Tupelo, MS 38801 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us TOLL FREE at 1-888-797-7711, but doing so will not preserve your rights.

In your letter, give us the following information.

- (1) Your name and account number.
- (2) The dollar amount of the suspected error.
- (3) 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.

Explanation of CREDIT LINE'S AVERAGE DAILY BALANCE

We figure the FINANCE CHARGE on your account by applying the periodic rate to the "AVERAGE DAILY BALANCE". Including current transactions. To get the "AVERAGE DAILY BALANCE" we take the beginning balance of your account each day and add any new advances and subtract any payments, credits and unpaid finance charges. This gives us the daily balance. Then, we add up all the daily balances of the billing cycle divide the total by the number of days in the billing cycle. This gives us "THE AVERAGE DAILY BALANCE".



Destination Panama City

10003 Checking - First Federal, Period Ending 01/31/2024

RECONCILIATION REPORT

Reconciled on: 02/13/2024

Reconciled by: Suzanne Kennon

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

Summary

USD

Statement beginning balance.....	10,000.12
Interest earned.....	0.09
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>10,000.21</u>

Register balance as of 01/31/2024.....	10,000.21	TB
--	-----------	----



FIRST FEDERAL BANK

P.O. Box 2029
Lake City, FL 32056

Account Statement



Page 1 of 1
Statement Period:
12-30-23 thru 01-31-24

PC COMMUNITY DEVELOPMENT COUNCIL
JENNIFER M VIGIL 0
JOSHUA J STREET
101 WEST BEACH DRIVE
PANAMA CITY FL 32401

Account XXXXXX8627 INTEREST CHECKING PF

Beginning balance on 12-29-23		\$10,000.12
Credits and deposits	+	0.09
Debits and withdrawals	-	0.00
Ending balance on 01-31-2024		\$10,000.21

Interest Information

Interest Earned:	0.09	Days in Period:	33
Interest Paid This Period:	0.09	Annual Percentage Yield Earned:	0.0100%
Interest Paid 2024:	0.09		

Your Account Activity

Date	Description	Credits	Debits	Balance
01-31-24	Interest	0.09		10,000.21

Itemization of NSF Paid and Returned Item Fees

	Total for This Period	Total Year To Date	Total Previous Year To Date
TOTAL OVERDRAFT FEES:	0.00	0.00	0.00
TOTAL RETURNED ITEM FEES:	\$0.00	\$0.00	0.00

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR CHECKBOOK WITH YOUR STATEMENT

CHECKS OUTSTANDING	
NUMBER	AMOUNT

1. In your checkbook, enter the interest earned, if applicable, on your account as it appears on the front of this statement.
2. Verify that checks are charged on statement for the amount drawn.
3. Be sure that the service charge (if any) or other authorized deductions shown on this statement have been deducted from your checkbook balance.
4. Verify that all deposits have been credited for same amount as on your records.
5. Be sure that all checks outstanding on previous statement have been included on this statement (otherwise, they are still outstanding).
6. Check off on the stubs of your checkbook each of the checks paid by us.
7. Make a list of the numbers and amounts of those checks still outstanding in the space provided.

CUSTOMER SERVICE
For information on account balance, checks paid, electronic transfers or deposits, call Customer Service at (386) 755-0600.

Billing Rights Summary

In Case of Errors or Questions About Your billing statement.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write us on a separate sheet at the address shown on your billing statement as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount or 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 billing statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

To figure the finance charge for each billing cycle, a daily periodic rate is multiplied by the daily balance of my loan account balance each day. To figure the daily balance, you first take my loan balance at the beginning of each day, and add any new advances, and subtract any payments or credits that apply to debit repayment, and any unpaid finance charges, fees and charges. This gives you the daily balance.

ENTER FINAL BALANCE AS PER STATEMENT	
ADD ANY DEPOSITS NOT CREDITED	
TOTAL	
SUBTRACT CHECKS OUTSTANDING	
BALANCE SHOULD AGREE WITH YOUR CHECKBOOK	

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write us at (386) 755-0600 or address shown on the front of this statement as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on this statement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared. If you have a question concerning your statement, please be prepared to:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa'sSM cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa[®] Check Card use within five (5) business days of notification of the loss.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.



Corporate Account Name: PANAMA CITY COMM DEVELOPME
Account Name: PANAMA CITY COMM DEVELOPME

Corporate Number: 205388
Account Ending In: 0506

Corporate Account Summary

Previous Account Balance	\$28,369.32	Statement Closing Date	02/03/2024
Payments and Credits	\$28,519.85	Days This Period	31
Purchases and Debits	\$37,992.67	Credit Limit	\$80,000.00
Cash Advances	\$0.00	Available Credit	\$41,227.00
Fees	\$0.00	Cash Limit	\$40,000.00
Finance Charges	\$0.00	Available Cash	\$40,000.00
New Ending Balance	\$37,842.14	Payment Due Date	02/28/2024
Total Amount of Disputes	\$0.00	Payment Amount Due	\$1,136.00

Questions? View your account information online at www.ffbf.com or call our Customer Service Center toll free at 1-855-609-3578 or 1-877-499-0572.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

Important Information

THANK YOU FOR CHOOSING FIRST FEDERAL BANK FOR YOUR CREDIT CARD NEEDS.

REWARDS SUMMARY REFLECTS POINTS ACTIVITY THROUGH THE END OF THE PREVIOUS MONTH.
ALWAYS REFER TO YOUR UCHOOSE REWARDS ONLINE ACCOUNT FOR YOUR CURRENT POINTS BALANCE.

First Federal Bank
4705 HWY 90 W
Lake City FL 32055-4884



Account Ending In 0506
Payment Due Date 02/28/2024
New Balance \$37,842.14
Minimum Payment Due \$1,136.00

Make Check Payable To: \$

PANAMA CITY COMM DEVELOPME
101 W BEACH DR
PANAMA CITY FL 32401-2740

First Federal Bank
P.O. Box 2711
Omaha NE 68103-2711



424168450012154700000113600000037842148

IMPORTANT INFORMATION

Interest Charge Calculation Methods and Computation of Average Daily Balance Subject to Interest Charge. The **Interest 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 and explained below:

Explanation of Interest Charge for Cash Advance Plans and Retail/Purchase Plans

Cash Advance Plans - Average Daily Balance (including current transactions). The **Interest Charge** on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance 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.

Retail /Purchase Plans - Average Daily Balance (including current transactions). To avoid incurring an additional **Interest Charge** on the balance of purchases reflected on your monthly statement and on any new purchases 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 **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail /purchase balances. To get the average daily balance, we take the beginning retail/purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail/purchase 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 as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified 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 address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

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 its 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, to the address found at the top of the first page of this bill under your financial institution's name. 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: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not 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.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify First Federal Bank immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-609-3578 or 1-540-707-4026. You may also contact First Federal Bank at 1-877-499-0572 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify First Federal Bank, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

01E1176 - 11/02/21



Account Name: PANAMA CITY COMM DEVELOPME

Account Number Ending In: 0506

Corporate Account Activity

PANAMA CITY COMM DEVELOPME
Card Ending In 0506

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/15	01/15	7424167QZ1XGXJXTS	PAYMENT MAIL THANK YOU LAKE CITY FL	28,369.32-
Total Activity				28,369.32-
Total Fees This Period				0.00
02/03	02/03		Interest Charge on Purchases	0.00
02/03	02/03		Interest Charge on Cash Advances	0.00
Total Interest This Period				0.00

Cardholder Account Activity

KATE SEAVER
Card Ending In 0514

Total Amount \$1,208.03

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/04	01/03	2422638QLBLH5GKSP	SAMSClub #8151 PANAMA CITY FL	154.91
01/05	01/05	2443106QM2DKE77RN	AMAZON.COM*TK3856A42 SEATTLE WA	171.18
01/05	01/05	2469216QM32ZW1S4X	AMZN MktP US*TK3CG3461 Amzn.com/bill WA	117.89
01/07	01/07	2469216QP34JHFBZG	Amazon Prime*TK7FH8HF2 Amzn.com/bill WA	140.10
01/10	01/10	2470780QS0T568K7Y	JUTE & PALM PANAMA CITY FL	62.64
01/10	01/10	2401134QS001G18HB	LS SUNJAMMERS WATERSP 185-08193440 FL	191.79
01/10	01/10	2469216QS2XG0JEY6	SQ *THE LITTLE MUSTARD SE Panama City FL	10.80
01/11	01/11	2469216QV2Y8TM3WS	AMZN MktP US*RT0KD7JB2 Amzn.com/bill WA	19.62
01/17	01/17	2469216D132DBG32W	AMZN MktP US*R80SY5D70 Amzn.com/bill WA	247.10
01/20	01/20	2469216D434L2360M	AMZN MktP US*R08AB2Z20 Amzn.com/bill WA	92.00

JENNIFER VIGIL
Card Ending In 0522

Total Amount \$22,292.94

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/12	01/12	7439900QWEMA68H3P	BESTBUYCOM806902851059 RICHFIELD CREDIT	100.00-
01/04	01/03	2480197QL61GJPWJF	PEPPERS MEXICAN GRILL RE PANAMA CITY FL	53.41
01/07	01/07	2443099QPBm97YJBH	MSFT * E0100QGEUK MSBILL.INFO WA	495.00
01/07	01/07	2449215QPmLEDGDPW	ADOBE *CREATIVE CLOUD 408-536-6000 CA	299.96
01/08	01/08	2439900QREM92Z543	BESTBUYCOM806902851059 RICHFIELD MN	4,249.95
01/08	01/08	2471705QTAAAPL3EF	DELTA AIR 0062201963244800-2211212 CA	429.20
01/08	01/08	02/03/24 1 DL X	ECP ATL	
01/08	01/08	2 DL X	ATL MIA	
01/08	01/08	3 DL U	MIA ATL	
01/08	01/08	4 DL U	ATL ECP	
01/11	01/11	2403724QWS66FJ69Z	UNCLE ERNIES BAY FRONT PANAMA CITY FL	217.76
01/11	01/11	2443565QV6166MPSL	AUTO-OWNERS INSURANCE 800-288-8740 MI	481.00
01/11	01/11	2443565QV6166MPZS	AUTO-OWNERS INSURANCE 800-288-8740 MI	496.78
01/11	01/11	2469216QV2YBH1PVK	IN *HISTORIC ST ANDREWS W850-8727208 FL	2,500.00
01/13	01/13	2469216QX2ZJ53RN8	INTUIT *QBooks Online CL.INTUIT.COM CA	159.00



Account Name: PANAMA CITY COMM DEVELOPME

Account Number Ending In: 0506

Cardholder Account Activity (continued)

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/16	01/16	2471705D1TAD3HZED	DELTA AIR 0062203422242800-2211212 CA	15.00
01/16	01/16	02/03/24 1 DL T	ECP ATL	
01/16	01/16	2 DL T	ATL MIA	
01/16	01/16	3 DL U	MIA ATL	
01/16	01/16	4 DL U	ATL ECP	
01/17	01/17	2449216D100105YH4	ROCKONRR.WIXSITE.COM WWW.TLCCONVEN CA	113.72
01/18	01/18	2471705D3TADNN90G	DELTA AIR 0062204271897800-2211212 CA	462.20
01/18	01/18	03/07/24 1 DL T	ECP ATL	
01/18	01/18	2 DL T	ATL MSN	
01/18	01/18	3 DL T	MSN DTW	
01/18	01/18	4 DL T	DTW ATL	
01/18	01/18	2474400D2S6K480TA	EDLEN ELECTRICAL- FL 305-6235335 FL	223.63
01/19	01/19	2469216D333Z13GF8	BLUECROSS+BLUESHIELD 904-791-6111 FL	3,709.14
01/19	01/19	2475542D47JASB91A	SHERATON MADISON 608-2512300 WI	1,060.29
01/22	01/22	2424760D68PZ791GB	AGS EXPO SERVICES 407-292-6162 FL	1,884.10
01/29	01/29	2475542DD4YK3BWPN	VISIT FLORIDA SERVICE CEN850-4885607 FL	3,189.76
01/30	01/30	2401134DE001BY1B4	CANVA* I04046-64163156 HTTPSCANVA.CO DE	119.40
01/31	01/31	2469216DF33AZXVHL	4IMPRINT, INC 4IMPRINT.COM WI	870.64
02/01	02/01	2469216DGG3414Y2XM	IN *JOSIE FERRAIOLI 800-262-3246 CA	95.00
02/01	02/01	2469216DGG344GGEW4	IN *GORGEOUS 850-8888474 FL	1,268.00
SHELBY SCIPPPIO				
Card Ending In 0530				
				Total Amount \$6,583.49
Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/04	01/03	7439900QK8JTRNT6R	BEST BUY 00008573 PANAMA CIT CREDIT	50.53
01/04	01/03	2439900QK8JTJZH7L	BEST BUY 00008573 PANAMA CITY FL	1,474.04
01/05	01/05	2449216QM001L8Z4A	STICKER MULE STICKERMULE.C NY	1,477.67
01/12	01/12	2470780QW0T575WNE	DAN D DONUTS PANAMA CITY FL	29.35
01/12	01/12	2449215QWLY0JG7PD	VISTAPRINT 866-207-4955 MA	78.81
01/17	01/17	2449215D1LS49L0Q0	VISTAPRINT 866-207-4955 MA	78.81
01/22	01/22	2449215D6LR4QJ3QD	VISTAPRINT 866-207-4955 MA	287.52
01/25	01/25	2480197D9M4LB9R2P	PS PRINT SOURCE 706-577-8460 FL	3,010.73
01/26	01/26	2439900DA8JTQB6VG	BEST BUY 00008573 PANAMA CITY FL	162.09
01/31	01/31	2401134DG0001YD8A	BITLY.COM BITLY.COM NY	35.00
LAUREN BEAUCHAMP				
Card Ending In 0555				
				Total Amount \$5,526.28
Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/07	01/07	2420429QP00VQMZJH	FACEBK SMB7CXP7M2 650-5434800 CA	900.00
01/12	01/12	2420429QW0006E1S2	FACEBK U8DJDX37M2 650-5434800 CA	900.00
01/15	01/15	2420429QZ00V43L99	FACEBK D7L9YXTMF2 650-5434800 CA	18.54
01/16	01/16	2420429D000QH09SL	FACEBK 7LBHJX37M2 650-5434800 CA	900.00
01/21	01/21	2420429D5009QB4MA	FACEBK 6UVNVYK7M2 650-5434800 CA	900.00
01/26	01/26	2420429DA00619HGV	FACEBK 7FFT5ZT6M2 650-5434800 CA	900.00
01/30	01/30	2420429DE01VPMWGW	FACEBK HJB523Y6M2 650-5434800 CA	900.00



Account Name: PANAMA CITY COMM DEVELOPME

Account Number Ending In: 0506

Cardholder Account Activity (continued)

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/31	01/31	2420429DF00Q3JLSR	FACEBK KNT3CZT6M2 650-5434800 CA	107.74
AUBREY E HASKELL				
Card Ending In 1694				Total Amount \$1,762.21

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/16	01/16	2471705D1TAD3K4JQ	DELTA AIR 0062203384318800-2211212 CA	444.20
01/16	01/16	02/03/24 1 DL T	ECP ATL	
01/16	01/16	2 DL T	ATL MIA	
01/16	01/16	3 DL U	MIA ATL	
01/16	01/16	4 DL U	ATL ECP	
01/18	01/18	2471705D3TADNZZ0S	DELTA AIR 0062204099062800-2211212 CA	462.20
01/18	01/18	03/07/24 1 DL T	ECP ATL	
01/18	01/18	2 DL T	ATL MSN	
01/18	01/18	3 DL T	MSN DTW	
01/18	01/18	4 DL T	DTW ATL	
01/20	01/20	2469216D434KYF1H9	AMZN Mktp US*R03AQ4ZT0 Amzn.com/bill WA	32.52
01/22	01/22	2401133D6S66MNF7K	THE PRINT SHOP 2 850-2348284 FL	23.00
01/26	01/26	2400097DA09YXD336	THE UPS STORE 521 423-4321212 FL	44.14
01/31	01/31	2469216DF338W7GEP	SQ *TOTAL LAUNDRY SERVICE Panama City FL	11.25
02/01	02/01	2469216DG3446PVMK	ABF*TRANSPORTATION SVC 479-785-6440 AR	744.90
JESSICA BRIGHT				
Card Ending In 1892				Total Amount \$469.19

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/27	01/27	2469216DB30HE591Y	UPS*BILLING CENTER 800-811-1648 GA	79.17
01/28	01/28	2469216DQ30YX5540	AMZN Mktp US*R298T3NP0 Amzn.com/bill WA	21.74
01/28	01/28	2469216DQ30YZBL4E	AMZN Mktp US*R286N43U0 Amzn.com/bill WA	93.36
01/29	01/29	2469216DD31VD0E54	AMZN Mktp US*R06GL2IP2 Amzn.com/bill WA	127.33
01/30	01/30	2413746DF012SPV41	USPS PO 1172620051 PANAMA CITY FL	9.85
01/31	01/31	2422638DGGARSXTET5	SAMSClub.COM 888-746-7726 AR	137.74

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	14.90%	\$0.00	\$0.00
Cash Advance	14.90%	\$0.00	\$0.00
Balance Transfer	14.90%	\$0.00	\$0.00

2024 Total Year-to-Date

Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$0.00

Date	Posted date	Status	Merchant	Last four	Name on card	Description	Account	Amount
1/19/2024	1/19/2024	Posted	BLUECROSS+BLUESHIELD	522	JENNIFER VIGIL	Health Insurance		\$3,709.14
							52207 Total	\$3,709.14
1/13/2024	1/13/2024	Posted	INTUIT *QBooks Online	522	JENNIFER VIGIL	Accounting Subscription		\$159.00
							53400 Total	\$159.00
2/1/2024	2/1/2024	Posted	IN *GORGEIOUS	522	JENNIFER VIGIL	Website Maintenance		\$1,268.00
1/30/2024	1/30/2024	Posted	CANVA* I04046-64163156	522	JENNIFER VIGIL	Software Subscription		\$119.40
1/7/2024	1/7/2024	Posted	ADOBE *CREATIVE CLOUD	522	JENNIFER VIGIL	Software Subscription		\$299.96
1/7/2024	1/7/2024	Posted	MSFT * E0100QGEUK	522	JENNIFER VIGIL	Software Subscription		\$495.00
1/31/2024	1/31/2024	Posted	BITLY.COM	530	SHELBI SCIPPPIO	Software Subscription		\$35.00
							53401 Total	\$2,217.36
2/1/2024	2/1/2024	Posted	IN *JOSIE FERRAIOLI	522	JENNIFER VIGIL	Staff Travel - taxi		\$95.00
1/19/2024	1/19/2024	Posted	SHERATON MADISON	522	JENNIFER VIGIL	Staff Travel - Canoeecopia Hote		\$1,060.29
1/18/2024	1/18/2024	Posted	DELTA AIR *****1897	522	JENNIFER VIGIL	Staff Travel		\$462.20
1/16/2024	1/16/2024	Posted	DELTA AIR *****2242	522	JENNIFER VIGIL	Staff Travel		\$15.00
1/8/2024	1/8/2024	Posted	DELTA AIR *****3244	522	JENNIFER VIGIL	Staff Travel		\$429.20
1/18/2024	1/18/2024	Posted	DELTA AIR *****9062	1694	AUBREY E HASKELL	Staff Travel		\$462.20
1/16/2024	1/16/2024	Posted	DELTA AIR *****4318	1694	AUBREY E HASKELL	Staff Travel		\$444.20
							54000 Total	\$2,968.09
2/1/2024	2/1/2024	Posted	ABF*TRANSPORTATION SVC	1694	AUBREY E HASKELL	VF Encounter Tradeshow		\$744.90
1/30/2024	1/30/2024	Posted	USPS PO 1172620051	1892	JESSICA BRIGHT	VG Direct mail		\$9.85
1/27/2024	1/27/2024	Posted	UPS*BILLING CENTER	1892	JESSICA BRIGHT	Visitor Guide Freight		\$79.17
							54200 Total	\$833.92
1/11/2024	1/11/2024	Posted	AUTO-OWNERS INSURANCE	522	JENNIFER VIGIL	Insurance		\$481.00
1/11/2024	1/11/2024	Posted	AUTO-OWNERS INSURANCE	522	JENNIFER VIGIL	Insurance		\$496.78
							54500 Total	\$977.78
1/17/2024	1/17/2024	Posted	AMZN Mktp US*R80SY5D70	514	KATE SEAVER	Badge Holders for FL SGA Ever		\$247.10
1/10/2024	1/10/2024	Posted	JUTE & PALM	514	KATE SEAVER	Public Outreach Baskets		\$62.64
1/10/2024	1/10/2024	Posted	LS SUNJAMMERS WATERSP	514	KATE SEAVER	Public Outreach Baskets		\$191.79
1/10/2024	1/10/2024	Posted	SQ *THE LITTLE MUSTARD SE	514	KATE SEAVER	Public Outreach Baskets		\$10.80
1/31/2024	1/31/2024	Posted	4IMPRINT, INC	522	JENNIFER VIGIL	Promotional Items - Journals		\$870.64
1/29/2024	1/29/2024	Posted	VISIT FLORIDA SERVICE CEN	522	JENNIFER VIGIL	Paid Placement VF Welcome C		\$3,189.76
1/22/2024	1/22/2024	Posted	AGS EXPO SERVICES	522	JENNIFER VIGIL	VF Encounter Tradeshow		\$1,884.10
1/18/2024	1/18/2024	Posted	EDLEN ELECTRICAL- FL	522	JENNIFER VIGIL	VF Encounter Tradeshow		\$223.63
1/17/2024	1/17/2024	Posted	ROCKONRR.WIXSITE.COM	522	JENNIFER VIGIL	VF Encounter Tradeshow		\$113.72
1/11/2024	1/11/2024	Posted	UNCLE ERNIES BAY FRONT	522	JENNIFER VIGIL	Image Asset Collection		\$217.76
1/11/2024	1/11/2024	Posted	IN *HISTORIC ST ANDREWS W	522	JENNIFER VIGIL	Light Display Sta		\$2,500.00
1/3/2024	1/4/2024	Posted	PEPPERS MEXICAN GRILL RE	522	JENNIFER VIGIL	Public Relations Lunch		\$53.41
1/25/2024	1/25/2024	Posted	PS PRINT SOURCE	530	SHELBI SCIPPPIO	Lanyards FL SGA		\$3,010.73
1/12/2024	1/12/2024	Posted	DAN D DONUTS	530	SHELBI SCIPPPIO	DPC Event - Donut Days		\$29.35
1/5/2024	1/5/2024	Posted	STICKER MULE	530	SHELBI SCIPPPIO	Promotional Items - Stickers		\$1,477.67
1/31/2024	1/31/2024	Posted	FACEBK KNT3CZT6M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$107.74
1/30/2024	1/30/2024	Posted	FACEBK HJB523Y6M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$900.00
1/26/2024	1/26/2024	Posted	FACEBK 7FFT5ZT6M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$900.00
1/21/2024	1/21/2024	Posted	FACEBK 6UVNVYK7M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$900.00
1/16/2024	1/16/2024	Posted	FACEBK 7LBHX37M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$900.00
1/15/2024	1/15/2024	Posted	FACEBK D7L9YXTMF2	555	LAUREN BEAUCHAMP	Paid Social Media		\$18.54
1/12/2024	1/12/2024	Posted	FACEBK U8DJD37M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$900.00
1/7/2024	1/7/2024	Posted	FACEBK SMB7CXP7M2	555	LAUREN BEAUCHAMP	Paid Social Media		\$900.00
1/31/2024	1/31/2024	Posted	SQ *TOTAL LAUNDRY SERVICE	1694	AUBREY E HASKELL	VF Encounter Tradeshow		\$11.25
1/26/2024	1/26/2024	Posted	THE UPS STORE 521	1694	AUBREY E HASKELL	VF Encounter Tradeshow		\$44.14
							54800 Total	\$19,664.77
1/11/2024	1/11/2024	Posted	AMZN Mktp US*RTOKD7JB2	514	KATE SEAVER	Office Supplies		\$19.62
1/31/2024	1/31/2024	Posted	SAMSLUB.COM	1892	JESSICA BRIGHT	Copy Paper & Supplies		\$137.74
1/29/2024	1/29/2024	Posted	AMZN Mktp US*R06GL2IP2	1892	JESSICA BRIGHT	Gloss Paper		\$127.33
1/28/2024	1/28/2024	Posted	AMZN Mktp US*R286N43U0	1892	JESSICA BRIGHT	Office Supplies		\$93.36
							55100 Total	\$378.05
1/20/2024	1/20/2024	Posted	AMZN Mktp US*R08AB2Z20	514	KATE SEAVER	Operating Supplies		\$92.00
1/5/2024	1/5/2024	Posted	AMZN Mktp US*TK3CG3461	514	KATE SEAVER	Office Supplies		\$117.89
1/5/2024	1/5/2024	Posted	AMAZON.COM*TK3856A42	514	KATE SEAVER	Bookshelves for Office		\$171.18
1/3/2024	1/4/2024	Posted	SAMSLUB #8151	514	KATE SEAVER	Operating Supplies		\$154.91
1/12/2024	1/12/2024	Posted	BESTBUYCOM806902851059	522	JENNIFER VIGIL	Credit from Monitor Purchase		-\$100.00
1/8/2024	1/8/2024	Posted	BESTBUYCOM806902851059	522	JENNIFER VIGIL	5 Monitors		\$4,249.95
1/26/2024	1/26/2024	Posted	BEST BUY 00008573	530	SHELBI SCIPPPIO	Gimble for Content Creative		\$162.09
1/22/2024	1/22/2024	Posted	VISTAPRINT	530	SHELBI SCIPPPIO	Business Cards		\$287.52
1/17/2024	1/17/2024	Posted	VISTAPRINT	530	SHELBI SCIPPPIO	Staff Jacket		\$78.81
1/12/2024	1/12/2024	Posted	VISTAPRINT	530	SHELBI SCIPPPIO	Staff Jacket		\$78.81
1/3/2024	1/4/2024	Posted	BEST BUY 00008573	530	SHELBI SCIPPPIO	Return wrong size case		-\$50.53
1/3/2024	1/4/2024	Posted	BEST BUY 00008573	530	SHELBI SCIPPPIO	ipad - Marketing		\$1,474.04
1/22/2024	1/22/2024	Posted	THE PRINT SHOP 2	1694	AUBREY E HASKELL	Chamber Ambassador Badge		\$23.00
1/20/2024	1/20/2024	Posted	AMZN Mktp US*R03AQ4ZT0	1694	AUBREY E HASKELL	iphone case		\$32.52
1/28/2024	1/28/2024	Posted	AMZN Mktp US*R298T3NP0	1892	JESSICA BRIGHT	Soap		\$21.74
							55200 Total	\$6,793.93
1/7/2024	1/7/2024	Posted	Amazon Prime*TK7FH8HF2	514	KATE SEAVER	Annual Subscription		\$140.10
							55400 Total	\$140.10
							Grand Total	\$37,842.14

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

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/14/2024

3. REQUESTED MOTION/ACTION:

Board approve the FY23 Audit as prepared by Carr Riggs and Ingram

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 is obligated to have an annual audit. The audit was completed by Carr Riggs and Ingram and is attached for your review and acceptance.



**Panama City Community
Development Council, Inc.**

FINANCIAL STATEMENTS

September 30, 2023



INTRODUCTORY SECTION

Table of Contents

FINANCIAL SECTION

Independent Auditor’s Report..... 1

Basic Financial Statements

Fund Financial Statements

Statement of Net Position..... 4

Statement of Revenues, Expenses and Change in Net Position..... 5

Statement of Cash Flows..... 6

Notes to Financial Statements..... 7

REPORT ON INTERNAL CONTROL AND COMPLIANCE MATTERS

Independent Auditor’s Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with Government Auditing Standards..... 14

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Panama City Community Development Council, Inc.
Panama City, Florida

Opinion

We have audited the accompanying financial statements of Panama City Community Development Council, Inc. (Council) (a nonprofit organization), a component unit of Bay County, Florida, as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the Council's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Panama City Community Development Council, Inc. as of September 30, 2023, and the respective changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Panama City Community Development Council, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Panama City Community Development Council, Inc.'s ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Panama City Community Development Council, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Panama City Community Development Council, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate

operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2024, on our consideration of Panama City Community Development Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Panama City Community Development Council, Inc.'s internal control over financial reporting and compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Panama City Community Development Council, Inc.'s internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS, & INGRAM, LLC
Panama City Beach, Florida
February 27, 2024

Panama City Community Development Council, Inc.
Statement of Net Position

September 30, 2023

Business-type Activities - Enterprise Funds

Assets

Current assets

Cash and cash equivalents	\$	538,972
Due from Bay County		544,547
Prepaid expenses		47,647
Other assets		700

Total current assets 1,131,866

Noncurrent assets

Capital assets

Depreciable, net		1,309,500
Right-to-use lease assets, net		1,425

Total capital assets, net 1,310,925

Total noncurrent assets 1,310,925

Total assets \$ 2,442,791

Liabilities

Current liabilities

Accounts payable		272,252
Accrued payroll and related liabilities		15,257
Advance deposits		100,000
Current portion of lease liability		1,143

Total current liabilities 388,652

Noncurrent liabilities

Compensated absences		35,712
Lease liability due after one year		282

Total noncurrent liabilities 35,994

Total liabilities \$ 424,646

Net Position

Net investment in capital assets		1,309,500
Unrestricted		708,645

Total net position \$ 2,018,145

The accompanying notes are an integral part of these financial statements.

Panama City Community Development Council, Inc.
Statement of Revenues, Expenses and Change in Net Position

Year Ended September 30, 2023

Business-type Activities - Enterprise Funds

Operating Revenues	
Bay County TDC contract	\$ 1,854,435
Promotional program	123,813
Advertising	1,625
Contributions	220
Miscellaneous revenue	2,392
<hr/>	
Total operating revenues	1,982,485
Operating Expenses	
Amortization	855
Depreciation	38,926
Facility maintenance	17,605
Insurance	7,432
Office	26,433
Other	23,035
Payroll	390,625
Postage and shipping	6,272
Professional services	203,965
Promotional activities	1,006,123
Publications	103,730
Travel	20,578
Utilities, telephone and internet	25,479
<hr/>	
Total operating expenses	1,871,058
<hr/>	
Operating income	111,427
Nonoperating Revenues	
Interest income	4,744
<hr/>	
Total nonoperating revenues	4,744
<hr/>	
Change in net position	116,171
<hr/>	
Net position, beginning of year	1,901,974
<hr/>	
Net position, end of year	\$ 2,018,145

The accompanying notes are an integral part of these financial statements.

Panama City Community Development Council, Inc.
Statement of Cash Flows

Year Ended September 30, 2023

Business-type Activities - Enterprise Funds

Operating Activities	
Cash received from intergovernmental revenue	\$ 1,517,753
Cash received from sales and services	1,625
Cash received from miscellaneous operating activities	126,425
Cash paid to suppliers for goods and services	(1,254,541)
Cash paid to employees for services	(388,155)
<hr/>	
Net cash provided by operating activities	3,107
Capital and Related Financing Activities	
Aquisition of capital assets	(8,244)
Principal paid on lease liabilities	(854)
<hr/>	
Net cash used in capital and related financing activities	(9,098)
Investing Activities	
Interest income	4,744
<hr/>	
Net cash provided by investing activities	4,744
Net increase in cash and cash equivalents	(1,247)
Cash and cash equivalents, beginning of year	540,219
<hr/>	
Cash and cash equivalents, end of year	\$ 538,972
<hr/>	
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	\$ 111,427
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation	855
Amortization	38,926
Changes in assets and liabilities	
(Increase) decrease in assets	
Due from Bay County	(336,682)
Prepaid expenses	(47,647)
Other assets	(700)
Increase (decrease) in liabilities	
Accounts payable	229,849
Accrued payroll and related liabilities	7,258
Compensated absences	(179)
<hr/>	
Total adjustments	(108,320)
<hr/>	
Net cash provided by operating activities	\$ 3,107
<hr/>	
Noncash Capital and Related Financing Activities	
Lease liability arising from obtaining right-to-use assets	\$ 2,280

The accompanying notes are an integral part of these financial statements.

Panama City Community Development Council, Inc. Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Panama City Community Development Council, Inc. (Council) is a nonprofit corporation organized on October 30, 2014, under Chapter 617 of the *Florida Statutes* whose purpose is to provide support for the Bay County Tourist Development Council, the Board of County Commissioners of Bay County, Florida, and where not in conflict with those two, the City of Panama City, Florida. The Council is designed to promote a positive image for Panama City, increase tourism, and coordinate the marketing efforts of the total tourism community. The Council is primarily funded from the tourist development taxes collected within the Panama City Tourist Development Tax District, provided through a contract with the Council and the Board of County Commissioners.

Reporting Entity

For financial reporting purposes, the Council is considered a component unit of Bay County, Florida. The Council's financial statements have been included in Bay County, Florida's financial statements as a discretely presented component unit. Discretely presented component units are reported in a separate column in Bay County, Florida's financial statements to emphasize that the Council is a legally separate entity. The accounting policies of the Council conform to generally accepted accounting principles (GAAP) as applied to governmental units. The more significant accounting policies used by the Council are described below.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The Council's fund is reported using the *economic resources measurement* focus and the *accrual basis of accounting*.

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position

Cash and Cash Equivalents

The Council's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term highly liquid investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables

Due from Bay County – An amount for unbilled revenue is recorded for services rendered, but not yet billed as of the end of the fiscal year. The receivable is derived from fund requests submitted to the County not yet received by September 30, 2023.

Panama City Community Development Council, Inc.
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position (continued)

Receivables and Payables (continued)

Allowance for doubtful accounts – the Council provides for doubtful accounts based on experience and analysis of individual accounts. When the collectability of a receivable becomes questionable, an allowance for doubtful accounts is established. When specific accounts are determined to be uncollectable, they are written off by charging the allowance and crediting the receivable. As of September 30, 2023, there was no allowance for doubtful accounts as management considers all receivables to be collectible.

Capital Assets

Capital assets are defined by the Council as assets with initial, individual costs of more than \$5,000 and estimated useful lives in excess of one year. As the Council constructs or acquires additional capital assets each period, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at their estimated acquisition value at the date of donation.

Land and construction in process are not depreciated. The other property, plant, and equipment are depreciated using the straight line method over the following estimated useful lives:

<u>Capital asset classes</u>	<u>Lives</u>
Building	40
Furniture and fixtures	7
Machinery and equipment	5

Compensated Absences

The Council’s policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment upon separation from government service. The liability for such leave is reported as incurred and included with accounts payable and accrued expenses in the financial statements.

Categories and Classification of Fund Equity

Net position flow assumption – Sometimes the Council will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the financial statements, a flow assumption must be made about the order in which the resources are considered to

Panama City Community Development Council, Inc.
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position (continued)

Categories and Classification of Fund Equity (continued)

be applied. It is the Council's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Revenues and Expenses

Proprietary funds operating and nonoperating revenues and expenses – Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with the proprietary fund's principal ongoing operations. The principal operating revenues are billings related to the Bay County contract. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make various estimates. Actual results could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued February 27, 2024, and determined there were no events that occurred that required disclosure.

Recently Issued and Implemented Accounting Pronouncements

In May 2019, the GASB issued Statement No. 91, *Conduit Debt Obligations*. The primary objectives of this statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. There were no significant impacts of implementing this Statement.

Panama City Community Development Council, Inc.
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements (continued)

In May 2020, the GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. The objectives of this Statement are to address financial reporting issues that result from the replacement of an Interbank Offered Rate (IBOR) by providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment and clarification of the hedge accounting termination provisions when a hedged item is amended to replace the reference rate; replacing LIBOR as an appropriate benchmark interest rate for the evaluation of the effectiveness of an interest rate swap with a Secured Overnight Financing Rate or the Effective Federal Funds Rate; and providing exceptions to the lease modifications guidance in Statement 87 for lease contracts that are amended solely to replace an IBOR used to determine variable payments. As of July 1, 2023, derivative instruments that hedge the interest rate risk of taxable debt and use an IBOR as a reference rate are no longer eligible for hedge accounting. There were no significant impacts of implementing this Statement.

In May 2020, the GASB issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and circumstances that existed at the beginning of the fiscal year in which this Statement is implemented. Governments are permitted, but are not required, to include in the measurement of the subscription asset capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage incurred prior to the implementation of this Statement. There were no significant impacts of implementing this Statement.

GASB Statement No. 100, *Accounting Changes and Error Corrections*. This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information

Panama City Community Development Council, Inc.
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements (continued)

about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). There were no significant impacts of implementing this Statement.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows: GASB Statement No. 101, *Compensated Absences*, The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

The Council is evaluating the requirements of the above statements and the impact on reporting.

Note 2: DETAILED NOTES

Deposits and Investments

As of September 30, 2023, \$250,000 of the Council's bank balance is covered by federal depository insurance (FDIC). Monies invested in amounts greater than the insurance coverage are secured by the qualified public depositories pledging securities with the State Treasurer in such amounts required by the Florida Security for Public Depositories Act. In the event of a default or insolvency of a qualified public depositor, the State Treasurer will implement procedures for payment of losses according to the validated claims of the City pursuant to Section 280.08, Florida Statutes.

Panama City Community Development Council, Inc.
Notes to Financial Statements

Note 2: DETAILED NOTES (Continued)

Capital Assets

The following is a summary of changes in capital assets during the year ended September 30, 2023:

<i>For the year ended September 30, 2023</i>	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, being depreciated				
Building	\$ 1,360,555	\$ -	\$ -	\$ 1,360,555
Furniture & fixtures	2,730	-	-	2,730
Machinery & equipment	16,665	8,244	-	24,909
Capital assets, being depreciated	1,379,950	8,244	-	1,388,194
Less accumulated depreciation				
Building	(34,013)	(34,014)	-	(68,027)
Furniture & fixtures	(390)	-	-	(390)
Machinery & equipment	(5,365)	(4,912)	-	(10,277)
Total accumulated depreciation	(39,768)	(38,926)	-	(78,694)
Total capital assets being depreciated, net	1,340,182	(30,682)	-	1,309,500
Right-to-use lease assets, being amortized				
Equipment	-	2,280	-	2,280
Right-to-use lease assets, being amortized	-	2,280	-	2,280
Less accumulated amortization for				
Equipment	-	(855)	-	(855)
Total accumulated amortization	-	(855)	-	(855)
Right-to-use lease assets being amortized, net	-	1,425	-	1,425
Total capital assets, net	\$ 1,340,182	\$ (29,257)	\$ -	\$ 1,310,925

Depreciation expense of \$38,926 and amortization expense of \$855 were recorded during the year ended September 30, 2023.

Panama City Community Development Council, Inc.
Notes to Financial Statements

Note 2: DETAILED NOTES (Continued)

Changes in Long-Term Liabilities

Long-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning	Additions	Reductions	Ending	Due
	Balance			Balance	Within
					One Year
Compensated absences	\$ 35,891	\$ -	\$ (179)	\$ 35,712	\$ -
Lease liabilities	-	2,280	(855)	1,425	1,143
Business-type activity					
long-term liabilities	\$ 35,891	\$ 2,280	\$ (1,034)	\$ 37,137	

Note 3: CONTINGENCY RESERVE

The Bay County Board of County Commissioners maintains a contingency reserve for the Council. The reserve is funded by all annual unappropriated cash carryforward amounts from tourist development tax revenues and any current year tourist development tax revenues approved for reservation. No maximum reserve amount has been set. The reserve will be funded to a balance of \$500,000, from a portion of annual tax receipts, limited to no less than 10% nor more than 15% of annual receipts. Once met, the balance should not be reduced below \$500,000. This reserve may be accessed by the Council with approval of the Bay County Board of County Commissioners. Funds may be accessed in the event of a disaster or unanticipated adverse circumstances, to minimize deficit financing of capital projects, or to address the needs from other unanticipated problems or opportunities. As of September 30, 2023, the County's reserve balance was \$500,000.

Note 4: CONCENTRATIONS

The Council is substantially funded by taxes collected by the Bay County Tourist Development Council provided through a contract with the Council and the Bay County Board of County Commissioners. If this contract were to be discontinued, it would have a material impact on the financial operations of the Council. As of September 30, 2023, Bay County is maintaining funds of \$2,559,010 related to taxes collected for the Panama City Tourist Development Tax District. During fiscal year ended September 30, 2023, the Council paid the Bay County Clerk of Court and Comptroller from Bay County \$38,610 for administration costs of collecting the Panama City Tourist Development Tax.

COMPLIANCE SECTION

INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Panama City Community Development Council, Inc.
Panama City, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Panama City Community Development Council, Inc. (a nonprofit organization), a component of Bay County, Florida, as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the Panama City Community Development Council, Inc.’s basic financial statements and have issued our report thereon dated February 27, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Panama City Community Development Council, Inc.’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Panama City Community Development Council, Inc.’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Panama City Community Development Council, Inc.’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify

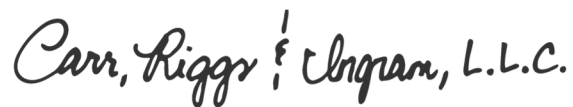
any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Panama City Community Development Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CARR, RIGGS, & INGRAM, LLC
Panama City Beach, Florida
February 27, 2024

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

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/14/2024

3. REQUESTED MOTION/ACTION:

Board review bid tabulation and provide staff direction on the project award or consideration for next steps.

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 submission for bids officially closed on February 29, 2024. Attached is the bid tabulation sheet as prepared by Quina & Grundhoefner Architects. The proposals received are approximately \$1.7M - \$2M over budget.

Staff will provide information on potential alternatives which will include:

- Bid Award as advertised
- Bid Award as advertised, utilize change orders to reduce scope
- Reject bids, revise scope, and rebid
- Reject bids and abandon project

St. Andrew School - Bid Tabulation
City of Panama City
Quina Grundhoefer Architects

Bid Date: 2/29/24
Bid Time: 2:00 pm

Bidders:	Bid Bond	Addenda #1-2	Days	Base Bid	Alternate 1 - Trellis	Total
F&F Construction	X	X	270	\$6,891,009	\$153,746	\$7,044,755
Reliant South Construction Group	X	X	330	\$6,714,948	\$227,298	\$6,942,246
Metro Green Construction	X	X	310	\$8,860,130	\$100,820	\$8,960,950
Anderson Construction Company	X	X	14-15 months	\$7,676,974	\$214,774	\$7,891,748

BID FORM

TO: City of Panama City, Florida
501 Harrison Ave
Panama City, FL 32401

BID DATE: February 28, 2024

REFERENCE: **St. Andrew School**
Panama City, Florida

BIDDER: ANDERSON CONSTRUCTION COMPANY OF N. FL
(name of Firm submitting Bid)

Gentlemen:

I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **St. Andrew School**, dated November 30, 2023, prepared by Quina Grundhoefer Architects.

I have also received Addenda Numbers 1 & 2 and have included their provisions in my Bid. I have examined both the Bidding Documents and the site.

I will construct this project for the lump sum price of:

BASE BID: SEVEN MILLION SIX HUNDRED SEVENTY-SIX THOUSAND
(write out amount)
NINE-HUNDRED SEVENTY FOUR ^{NO}/₁₀₀ DOLLARS
(\$ 7,676,974.00)

I will construct the project within the following number of days.

CONSTRUCTION TIME: 14-15 MONTHS

ALTERNATES:

Alternate No. 1: **Trellis:** The additive amount to construct the Trellis structure over the covered sidewalk around the Amphitheater as shown on the drawings.

Add: \$ 214,774.00

GENERAL CONTRACTORS LICENSE: CGC 1516755

BY: Garrett Anderson
(print name)

SIGNATURE: [Signature]

TITLE: President

DATE: Feb 29 2024

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Anderson Construction Company of North Florida
P.O. Box 16226, Panama City, FL 32406

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Panama City

501 Harrison Avenue, Panama City, FL 32401

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for St. Andrew School Destination Panama City Renovations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of February

2024

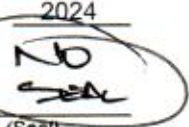

(Witness)

Anderson Construction Company of North Florida

(Principal)

(Seal)

By: 
(Title)




Carol A. Cooper (Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: 
Attorney-in-Fact Robert Corley McLendon
and Licensed Resident Agent



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Robert Corley McLendon**

Surety Bond #: Bid Bond
 Principal: Anderson Construction Company of North Florida
 Obligor: City of Panama City

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of February, 2024.

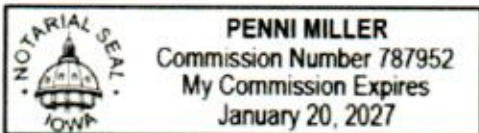


MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
 President

STATE OF IOWA
 COUNTY OF DALLAS ss.

On this 29th day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of February, 2024.



William Warner Jr.
 Secretary

BID FORM

TO: City of Panama City, Florida
501 Harrison Ave
Panama City, FL 32401

BID DATE: February 28, 2024

REFERENCE: **St. Andrew School**
Panama City, Florida

BIDDER: **F&F CONSTRUCTION CO., INC.**
(name of Firm submitting Bid)

Gentlemen:

I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **St. Andrew School**, dated November 30, 2023, prepared by Quina Grundhoefer Architects.

I have also received Addenda Numbers 1 & 2 _____ and have included their provisions in my Bid. I have examined both the Bidding Documents and the site.

I will construct this project for the lump sum price of:

BASE BID: SIX MILLION EIGHT-HUNDRED NINETY-ONE THOUSAND EIGHT DOLLARS FIFTY EIGHT CENTS _____
(write out amount)

(\$6,891,008.58 _____)

I will construct the project within the following number of days.

CONSTRUCTION TIME: 270 DAYS _____

ALTERNATES:

Alternate No. 1: Trellis: The additive amount to construct the Trellis structure over the covered sidewalk around the Amphitheater as shown on the drawings.

Add: \$153,746.00

ONE-HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED FORTY SIX DOLLARS

GENERAL CONTRACTORS LICENSE: CGC1506431 _____

BY: Berry Matlock
(print name)

SIGNATURE: Berry Matlock

TITLE: Project Manager

DATE: 2/29/24



RFP Submission

St. Andrew School

Destination Panama City

Panama City, Florida

Table of Contents

SECTION 1. INTRODUCTION	Pg. 3
F&F General Company Information	Pg. 4
Company Background	Pg. 5
Diversity & Inclusion	Pg. 6
Project Approach	Pg. 7-8
Qualifications and Exclusions	Pg. 9
SECTION 2. PROJECT TEAM	Pg. 10
F&F's Organizational Chart	Pg. 11
F&F Project Contacts & Key Personnel Experience Briefs	Pg. 12-13
SECTION 3. PROBABLE PROJECT SCHEDULE	Pg. 14
Proposed Schedule	Pg. 15
SECTION 4. RELEVANT PROJECT EXPERIENCE	Pg. 16
Relevant Experience and Capabilities	Pg. 17-18
SECTION 6. REFERENCES	Pg. 19
References	Pg. 20-21
SECTION 7. OTHER	Pg. 22
Bonding Capacity	Pg. 23
Insurance Safety Rating History	Pg. 24
Certificate of Insurance	Pg. 25
Contractor Score Certification	Pg. 26
SECTION 8. IMAGES	Pg. 27
Images	Pg. 28-62

Introduction & Project Approach

Section 1

GENERAL COMPANY INFORMATION

Company Name: F&F Construction Company, Inc.

Headquarters: 3180 Carrier Street, Memphis, TN 38116

Satellite Offices: Port St. Joe, FL

Website: www.fandfconstruction.com

Number Years in Business: 40+

Number of States: 18+ (Including Alabama, Arkansas, Arizona, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas)

Bonding Capacity: \$40MM+ (Single), \$80MM (Aggregate)
(See Attachment)

Employees: 80+

Insurance EMR: 0.85 (<1 = Excellent, See Attachment)
3 year average

Financial Strength: F&F's Contractor Score: 1,554 = "Excellent" (See Attachment)

Specialties: Banking, Health Care, Education, Municipal, TI, Mixed-Use

Company Background

Founded in 1980, F&F Construction, Inc., is a Memphis, Tennessee based commercial and industrial construction company. As a full-service general contracting and construction management firm, F&F has earned a reputation as a premier building company. Through our experienced construction professionals with hundreds of combined years of experience in the industry, we deliver quality jobs, dependable communications, and excellent results during the entire building process. F&F is committed to building long-term relationships with satisfied customers by providing reliable service and quality solutions, focusing on the details of our customers' needs in a timely manner.

F&F specializes in interior and exterior renovation, building additions and ground-up construction. In addition, F&F can facilitate the following services: Design/Build, Preliminary Budgeting, Value Engineering, Resource Logistics Planning, Project Management, Project Scheduling, Project Administration, Project Supervision, and Quality Control.

F&F provides comprehensive construction services for educational facilities, financial institutions, medical / health care systems, assisted living, places of worship, restaurants, manufacturing, mixed-use developments, government, and a host of other industries.

Clients engage F&F in the following capacities: Integrated Project Delivery, Construction Management, General Contracting, Construction Management/General Contracting (CM/GC), and Construction Manager Agent (CMA). Performing work in over fifteen states, most of which require licensing, F&F maintains an active workforce of over seventy-five qualified team members. Executive and office staff based in our Memphis, Tennessee office support project managers and field superintendents throughout the southeast United States. We're proud to be called on by some of the nation's finest organizations to meet their construction needs, and F&F was honored to be a finalist for the Memphis Business Journal, Small Business of the Year Award for 2018. Thank you for considering F&F for your project!

Description of F&F's Process to Ensure Diversity / Small Business Participation

Having worked for the Memphis Airport Authority on several projects requiring high levels of minority, disadvantaged, and small business enterprise participation, F&F maintains a list of qualified subcontractors that meet the criteria and are certified as LOSB, MBE, SBE, DBE, and other designations. F&F will invite all qualified area subcontractors in its database and will gladly qualify others who wish to bid on the project.

F&F's target minority participation is 20%.

F&F Construction maintains an Equal Employment Opportunity Policy.

Project Approach

F&F Uses Secure Competitive Subcontract Pricing

F&F will invite subcontractors and material suppliers from its extensive database and will notify public plan rooms and construction project posting services of the notice to bidders. F&F will monitor interest in each bid package of the project and reach out to subcontractors or material suppliers in categories that may not be receiving the interest F&F deems adequate for the owner.

F&F's QA/QC Philosophy and Methods Used to Achieve Minimal Punchlist

Starting with what F&F refers to as “First work”, each trade subcontractor will be required mock up the various portions of their work to required specifications, including assemblies, to establish acceptable standards. As each trade scope begins, work will be monitored by the superintendent and project managers. The best QA/QC is achieved by the project superintendent maintaining an intimate understanding of best practices and project manual specifications and monitoring the work of trade subcontractors to ensure adherence to those standards. As a second layer of QA/QC, project managers provide extra sets of eyes on the project. Any inspected deficiencies are noted, addressed immediately with the subcontractor, and followed-up on within twenty-four hours.

To Ensure Project Schedule and Milestones are Achieved

F&F begins with the initial project schedule, then works with selected subcontractors to establish milestones. From there, communication between the project superintendent and subcontractors with a minimum of 2 week look aheads, as well as regular meetings between the job supervisor and key subcontractors, is key to maintaining adherence to the schedule.

Getting out of the gate quickly with submittals and shop drawings approved as early in the process as possible, will keep the project from a potential approval bottleneck. Supporting the job superintendent, F&F project managers monitor the schedule and make suggestions to move the project toward the desired completion date.

SOFTWARE PROGRAMS / APPS USED TO SUPPORT CONSTRUCTION EXCELLENCE

Building Connected

- The largest real-time construction network for streamlining pre-construction processes.
- Used for sourcing and qualifying subcontractors.
- Bid management and bid leveling.

Procore

- Project management software designed specifically to support the construction process.
- Allows for the timely and efficient tracking of submittals.
- Helps manage and track RFIs with notifications and date stamps.
- Maintains a database of key stakeholders from sub-contractors to GC personnel to Owner representatives, etc.
- Digital documentation & storage for the project (drawings, specifications, etc.).
- A storehouse for daily notes and progress photos.

Microsoft Project and Smartsheet

- Track and monitor various aspects of construction project schedule which helps communicate the overall progress to multiple levels (sub-contractors, owners, etc.).
- Provides feedback to customers on job progress to ensure timeliness.
- Helps plan ancillary aspects of the construction process (appliances, equipment, relocation schedule, etc.).

Job Power

- ERP used to manage the accounting function of F&F Construction.
- Popular with construction companies and accounting firms of construction companies.

Qualifications and Exclusions	
1	Material testing by owner
2	Exclude overtime and holiday hours
4	Exclude repairs to any unmarked private or public utilities
5	Excludes BIM (Building Integrated Modeling)
6	Excludes abatement of hazardous or polluted materials
7	Excludes change of Scope due to utility company design
8	Excludes price escalations
9	Excludes work not specifically noted in the documents
10	Excludes soil remediation, including unsuitable soils, rocks, debris, root structures, etc.
11	Excludes remediation resulting from wetlands and endangered species
12	Excludes owner contingency
13	Excludes remediation resulting from wetlands and endangered species
14	Excludes owner contingency

F&F Company Team

Section 2

Mike Forbis
CEO

Matt Forbis
President

Todd Ashabranner
Southeast Regional Manager

Project Managers:

Barry Walls	Matt Forbis
Berry Matlock	Reyn Lehman
Bob Evance (Sr. PM)	Patrick Thornburg
Brent Simmons	Scottie Bridges
Chris Forbis	John Boyd
Clay Forman	Reyn Lehman
Gary Fowler	Ken Kirkpatrick

Administrative Staff:

Brittney Crestman	Accounting
Jeff Wilkerson	Accounts Payable
Jennifer Cowan	Accounting
Wendy Bush	Payroll
Aracely Aguirre	Project Admin
Corrie Smith	Project Admin
Nick Schifani	Project Admin
Jennifer Shockley	Project Admin
Ian Cook	Project Admin

Superintendents

Aaron Wells	Danny Capps	Michael McNiell
AJ Cecil	Doug Grammer	Odell Thornton
Ash Carillo	Eddie Miller	Cameron Ward
Ben Lowry	Eric Chrestman	Peter Peretic
Bob Roche	Greg Whitman	Randy Campbell
Bradlee Patterson	Harvey Patterson	Rene Cruz
Bruce Handley	Joe McNiell	Rodney Bowles
Chandle Adkinson	Johnny Schrimsher	Rodolfo Rodriguez
Chris Loveless	Keaton Fincher	Sean Reasons
Christian Bridges	Kris Steidley	Terry Reaves
Cody Bean	Luke McAlister	Tommy Gaines

F&F Contacts & Experience

CEO: Mike Forbis
(901) 826-2096 (c)
mike@fandfconstruction.com

President: Matt Forbis
(870) 514-0203 (c)
Matt.Forbis@fandfconstruction.com

Sample of Team Member Credentials:

Todd Ashabranner, Regional Manager, actively manages the Southeast Region as well as many of the most demanding projects for F&F Construction around the U.S. We describe Todd as the guy who can “build anything,” and he’s got a track record of many successful projects from Texas to Florida that substantiate our description of him. Todd’s the one who makes it happen.

Berry Matlock, Project Manager, is an accomplished professional in the construction industry, with over 30 years of experience under his belt. As a dedicated and skilled project manager, through out his career Berry has worked for F&F construction, a renowned company delivering high quality construction projects. His expertise and leadership have played a pivotal role in the successful completion of numerous prestigious ventures, including hospitals, banks, churches, and apartments. Berry thrives in challenging environments, ensuring that projects are executed efficiently while maintaining the highest standards of quality and safety. Berry’s passion for construction is evident in his attention to detail and his ability to navigate complex construction challenges. Berry’s vast experience, unwavering dedication, and exceptional project management skills have established him as a respected figure in the construction industry.

John Boyd, Project Manager, is a capable construction project manager who expertly navigates the intricacies of building projects. With a keen eye for detail and strong leadership, he oversees resources, timelines, and teams seamlessly. His effective communication and problem-solving abilities consistently ensure successful, on-time, and within-budget project deliveries, making him a valuable asset to F&F Construction and our customers.

Sample of Team Member Credentials, continued:

Reyn Lehman, Project Manager, joined the F&F team in the summer of 2022 after previously working as a horsemanship instructor, audio engineer, and audio/video systems integration projector manager for 12 years. As a project manager with F&F, Reyn reflects the team's heart for integrity, fostering lasting relationships, and serving the construction community with premier construction projects. She shares in the commitment of providing exceptional service, dependable communication, servant-minded leadership, and attentiveness to detail and quality to facilitate customer satisfaction, effective processes, and project success.

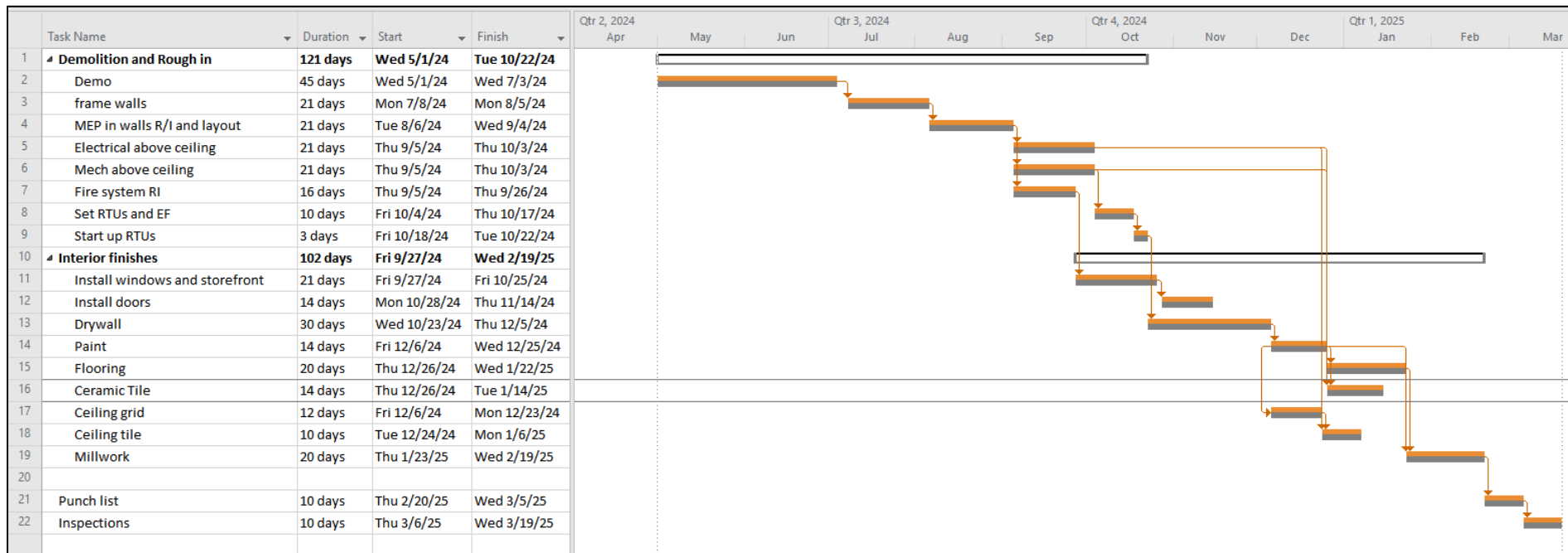
Aaron Wells, Superintendent, an accomplished Superintendent, demonstrates excellence across diverse construction projects, spanning renovations and ground-up constructions. His exceptional abilities ensure timely completion and high-quality outcomes, showcasing prowess in managing projects from inception to completion with meticulous attention to detail and efficiency..

Tyler Findley, Superintendent, an exceptional Superintendent, has consistently proven himself as the first choice for all time-sensitive projects in F&F. His remarkable track record reflects his prowess in thriving amidst challenging project conditions. Tyler's key attribute lies in his adeptness at motivating subcontractors to excel within stringent timelines, all the while cultivating strong bonds with local code authorities and community stakeholders. His unwavering dedication to achieving excellence in these situations has solidified his reputation as an indispensable asset to the success of every project he undertakes.

Project Process and Schedule

Section 3

Estimated Project Schedule



Relevant Project Experience

Section 4

RELEVANT EXPERIENCE

F&F maintains a nearly full-time presence at nearly every hospital in the Memphis Metro Area including Methodist-LeBonheur campuses, St. Francis, Regional One, and Baptist Memorial Healthcare hospitals executing new construction and renovation projects ranging from highly technical hybrid-OR's, CT, MRI, Cath Labs, MOB's/POB's to patient rooms and lobby waiting areas. Each project comes with its unique set of design, budgeting, phasing and constructability challenges to fit within the framework of active patient care spaces. Some specific projects include:

Wonder-Jackson Elementary School for West Memphis School District (~\$18M Budget) Project involved: site selection consulting and assessment; collaborating with the owner and the design and engineering team on schematic design evaluation and preliminary budgeting; design development evaluation and budgeting; value engineering; and construction document evaluation with final budgeting. Details include: demolition of multiple buildings (over 60,000 square feet), site preparation and new construction of an 85,000 square foot multi-structure campus. As of this writing, F&F has successfully represented West Memphis School District in this project by providing design and value engineering options through the dynamic budgeting and consultation process that reduced the cost of the project from \$21.5M to \$18.5M, the final Guaranteed Maximum Price provided by F&F to WMSD in the Fall of 2018. Project completed August 2020.

MOGA at Wolfchase – New Physician Office Building 2019 (~\$3M Budget) Construction of new +/- 15,000 square foot POB. Project included site work with sewage holding / release tank, underground utilities, parking lot, and landscaping; and full building construction managing all trades. Chris Forbis – Project Manager and Ken Ripley – Superintendent.

Saint Francis Hospital - Complete 7th Floor Renovation – Memphis, TN 2018 (~\$1M Budget) Phased demolition and renovation of entire post-partum recovery floor, involving the addition of 16 new patient and family suites. Project phases executed to allow continued use of active post-partum recovery spaces on the floor as each phase proceeded. Ken Ripley - Superintendent.

Methodist Hospital Germantown - Same Day Surgery / Waiting / OR Renovation 2018 (~\$2.5M Budget) Demolition and renovation of approximately 7,000 square feet. Encompassing a combination of shell space and existing facilities, F&F built shell space into a new same day surgery center, renovated existing same day surgery waiting area, and fully renovated four operating rooms. Project involved limited laydown and staging space, long-distance haul offs to dumpster area, and high-level infectious control measures. Matt Forbis – Project Manager and John Jenkins – Superintendent.

Example Projects Involving Pre-Construction and Construction Management Services:

UTMP Clinic at Koger Center - 20,000sf Renovation – Memphis, TN 2014 (~\$7M Budget) Complete renovation of existing office space converted to clinical, diagnostic, lab, and doctor’s office space. Matt Forbis – Supervisor & Project Manager.

Methodist Olive Branch Hospital - Physician’s Office Building, Olive Branch, MS (~+\$8M Budget) Project involved: preliminary budgeting and value engineering options for multiple design iterations; guiding client’s final finish selections to best suit budgetary and aesthetic requirements; consulting on schematic design constructability; helping refine the design development for maximum efficiency; and providing value engineering and pre-construction document budgeting. Details include: New construction of a 25,000 square foot multi-tenant professional office building, completed fall 2021

Methodist Hospital Germantown - Hybrid Operating Room 2017 (~\$2M Budget) Demolition and renovation of approximately 6,000 square feet of active hospital space which became the city’s first Hybrid Operating Room. Project involved limited laydown and staging space, long-distance haul offs to dumpster area, and unwavering infectious control measures. F&F worked hand in hand with General Electric on the coordination of state-of-the-art equipment installations. Matt Forbis – Project Manager and John Jenkins – Superintendent.

Regional One Health – Rout Tower Renovations (~\$7M Budget) Project involved: Collaborating with the owner and the A&E team on schematic design evaluation and preliminary budgeting; design development evaluation and budgeting; value engineering; and construction document evaluation and final budgeting. Details include: demolition of portions of two buildings and the renovation of the same with all new mechanical, electrical, plumbing, med gas, and partitions and finishes (~25,000 square feet total). Project scheduled completion early 2022.

Bank3 Executive Offices, Memphis, TN (~\$1.5M Budget) Renovation of 15,000 square feet of executive office space in a 1960’s era building. Complete demolition back to red iron. Project included new plumbing, electrical, mechanical, walls, floors, ceilings, millwork, glass, appliances, and signage. Collaboration between F&F, Bank3 executives, and a new design team pared the project cost from the original architect’s specifications to give the customer exactly what they were looking for at half of the original design pricing estimates. Phases 1,2 & 3 completed Summer 2021.

References

Section 6

Carol Drake

Vice President

Cadence Bank

Carol.Drake@CadenceBank.com

(662) 322-0024

I have been the Manager of Design and Construction for Cadence Bank for over ten years. During that time, we have designed, renovated and constructed over 400 projects. FandF has completed 90% of this work. We partner with them based on our experience with them. Their work is consistently on time, in or under budget and high quality.

I have personally worked with Todd Ashabranner and John Boyd on the largest project we have constructed; a four story 45,000 sf building in Little Rock as well as two other fast paced projects in Baton Rouge and Houston, TX. All I can say is that you will not regret using FandF. They always make me look good, and I cannot say enough good things about this company.

Richard Atwill

Superintendent

West Memphis School District

Atwill@wmsd.net

(870) 838-4498 ©

Approaching \$120M in Construction Management projects as CM/GC At Risk since 2016 including a system-wide electrical upgrade to five campuses during summer recess, addition / renovations to four campuses averaging \$3.5M each, and an \$18.5M 60,000 square foot demolition with 90,000 square foot new school construction project, along with two \$22.5M+ projects currently under construction.

Scott Haus

CEO

Bank3

Shauss@bank3.com

(901) 413-9253

F&F has served as construction manager / general contractor on projects for Mr. Haus and the Bank3 group in Memphis, Tennessee including a multi-phase renovation of their headquarters building at 5210 Poplar Avenue. Beau Yarbro, F&F VP/GM personally oversaw projects for Bank3.

Brian Hill

Owner: Lifestyle Development

brian@lifestylehomes.com

(901) 409-0789 (c)

As owner of the Silo Square mixed-use development in Southaven, Mississippi that will exceed \$300M+ in total commercial and residential construction when completed by 2026, Mr. Hill has worked with F&F on nearly all of his commercial projects in the development and has recommended F&F for several out-parcel projects with their current owners, for which F&F has constructed a variety of first-class structures including bank headquarters and restaurants. F&F maintains between two and four active projects for Mr. Hill at the development. Projects for Mr. Hill will total over \$50M in construction partnerships with F&F by the conclusion of construction.

Other

Section 7



A division of HUB International Mid-South

1661 International Drive • Suite 300
Memphis, TN 38120
Toll-free: 800.559.5061

hubinternational.com

January 17, 2023

RE: F & F Construction Company, Inc.
Memphis, Tennessee

TO WHOM IT MAY CONCERN

I am writing concerning F & F Construction Company and their ability to provide performance and payment bonds. I have worked with F & F since 1995 and regularly provide performance and payment bonds for F & F's projects and have an approved working bond line of credit in the amount of \$40,000,000 per project and \$80,000,000 aggregate. This is a working line of credit. If additional credit is needed, F & F's balance sheet supports additional bond credit.

All bonds are subject to a request from F & F for the bond and our normal underwriting review, that includes but not limited to, review of contract documents, scope of work, and confirmation of project financing.

Surety bond credit for F & F is provided by Travelers Casualty and Surety Company of America. Travelers has an AM Best Rating of A+ XV. I hold power of attorney for Travelers.

During my years working with F & F, I have never received any claim, complaint, or dispute involving F & F and their dealings with owners, architects, suppliers, or subcontractors. I regard F & F as an exceptional general contractor and highly recommend their services to you.

Very truly yours,

Harris, Madden & Powell
HUB Mid-South


Richard L. Powell
Direct Telephone: 901-316-1008
Email: Rick.Powell@HUBInternational.com



January 17, 2023

RE: F & F Construction Company, Inc.
Memphis, Tennessee

TO WHOM IT MAY CONCERN

I am writing to confirm F & F's 3 year Worker's Compensation Experience
Modification History:

<u>Effective Date</u>	<u>Modification</u>
September 1, 2022	1.02
September 1, 2021	.74
September 1, 2020	.78

Please contact me if I can be of any service.

Very truly yours,

Harris, Madden & Powell
HUB Mid-South

Richard L. Powell
Direct Telephone: 901-316-1008
Email: Rick.Powell@hubinternational.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid-South 1661 International Drive Suite #300 Memphis, TN 38120	CONTACT NAME: Mary Helen Johnson PHONE (A/C, No, Ext): (901) 316-1089 FAX (A/C, No): (901) 853-9943 E-MAIL ADDRESS: mary.johnson@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED F & F Construction Company, Inc. 3180 Carrier St. Memphis, TN 38116	INSURER A: Amerisure Insurance Company NAIC # 19488
	INSURER B: Arch Specialty Insurance Company 21199
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/INSR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.	X	CPP20482341601	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIRD AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	CA20482331601	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OTHER:					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	CU 20482361602	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC20482371501	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.		PDCPP0028905	9/1/2023	9/1/2024	Per Claim 1,000,000
B	Pollution Liab.		PDCPP0028905	9/1/2023	9/1/2024	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATION ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Certification

The Contractor Score is an empirical tool derived from the contractor's documented and verified information. It is based on objective calculations without subjectivity or bias. The main goal of Contractor Score is to provide a concise gauge whereby customers may evaluate the short-term liquidity and management capacity of the contractor relative to its own needs. It is not a bond nor guarantee of performance. The emphasis is on liquidity, working capital, leverage and profitability of the most recent fiscal year and fiscal quarter as it relates to the existing backlog. Available funds contributing to the liquidity may be internal or external.

F&F Construction Co., Inc.

3180 Carrier Street
Memphis, Tennessee 38116

Has a Contractor Score of

1554

Effective Date as of Latest Financial Statements Submitted

March 31, 2023

0 - 350 Weak

350 - 650 Fair

650 - 1000 Good

Over 1000 Excellent

Contractor Score GENERAL DISCLAIMER

This financial information has been prepared by CONTRACTOR SCORE for the purpose of providing interested parties with general information about the Company. The data included was derived from the books and records of the Company. Although such information is believed to present fairly the history and business of the Company, CONTRACTOR SCORE does not make any representation as to the completeness or accuracy of the contents of these financial metrics. CONTRACTOR SCORE, specifically, is only calculating data provided to CONTRACTOR SCORE by the Company. CONTRACTOR SCORE has, in no manner, attempted to verify the information provided to them.

Parties wishing to pursue business with the Company shall be responsible for the verification of any information upon which they may make any decisions.

The underlying financial information to Contractor Score is treated as confidential. The recipient shall use such information only for the purpose of evaluating conduction of business ⁰⁹² the Company and not in any manner or for any purpose adverse to the interests of the Company. Contractor Score is in no way a guarantee of the company's future performance.

Images

Section 8

Thank you for
considering
F&F
Construction
for your
project!



BID FORM

TO: City of Panama City, Florida
501 Harrison Ave
Panama City, FL 32401

BID DATE: February 28,2024

REFERENCE: **St. Andrew School**
Panama City, Florida

BIDDER: Metro Green Construction, LLC
(name of Firm submitting Bid)

Gentlemen:

I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **St. Andrew School**, dated November 30, 2023, prepared by Quina Grundhoefer Architects.

I have also received Addenda Numbers One & Two.
and have included their provisions in my Bid. I have examined both the Bidding Documents and the site.

I will construct this project for the lump sum price of:

BASE BID: Eight Million Eight Hundred Sixty Thousand One Hundred Thirty Dollars and Zero Cents.
(write out amount)

(\$ 8,860,130.00)

I will construct the project within the following number of days.

CONSTRUCTION TIME: Three Hundred Ten Calendar Days.

ALTERNATES:

Alternate No. 1: Trellis: The additive amount to construct the Trellis structure over the covered sidewalk around the Amphitheater as shown on the drawings.

Add: \$ 100,820.00

GENERAL CONTRACTORS LICENSE: CGC1525092

BY: Cole Vickers
(print name)

SIGNATURE: _____

TITLE: President

DATE: February 29, 2024

Alternate #1: Add for Hazmat abatement: \$50,337 add.

Alternate #2: Add for sanding, staining with poly at art-a-torium: \$20,665.

Alternate #3: Alternate amphitheater provider alternate: (\$450,000) deduct

We must exclude the 10-year warranty from joint manufacturer/contractor-installer warranty on re-used clay roof tiles. No roofer will give this warranty for existing clay tiles. Also, the manufacturer is no longer in business to provide a warranty.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Metro Green Development, LLC
2135 Defoor Hills Rd., NW, Suite D
Atlanta, GA 30318

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER:

(Name, legal status and address)

City of Panama City, Florida
501 Harrison Avenue
Panama City, FL 32401

BOND AMOUNT: \$ Five Percent of Bid Amount----(5%)

PROJECT:

(Name, location or address, and Project number, if any)

St. Andrew School

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 29th day of February, 2024

[Handwritten signature]

Metro Green Development, LLC
(Contractor as Principal) (Seal)

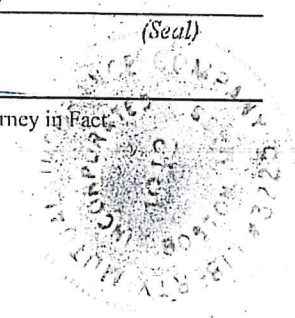
President
(Title)

[Handwritten signature]
(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

[Handwritten signature]
(Title) Joseph A. Maxwell, Attorney in Fact

[Handwritten signature]
(Witness)



Init.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210411-016172

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anderson Glenn; Brian M. Perry; Charles W. Seiler; Cynthia L. Trickey; David E. Paddison; Debra Johnson; Douglas L. Rieder; F. Anderson Philips; James C. Congelio; James N. Congelio; James R. Ramsay; John W. Miller, II; Joseph A. Maxwell; Margaret S. Meyers; Michael J. Brown; Nick W. Peters; Pamela K. Hays; Tameka Black; Tina Marsh; W. Wesley Hamilton; William H. Griffin

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of February, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VICKERS, COLE WILLIAM

METRO GREEN DEVELOPMENT LLC
2135 DEFOOR HILLS ROAD NW
SUITE D
ATLANTA GA 30318

LICENSE NUMBER: CGC1525092

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID FORM

TO: City of Panama City, Florida
501 Harrison Ave
Panama City, FL 32401

BID DATE: February 28,2024

REFERENCE: **St. Andrew School**
Panama City, Florida

BIDDER: ReliantSouth Construction Group, Inc.
(name of Firm submitting Bid)

Gentlemen:

I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **St. Andrew School**, dated November 30, 2023, prepared by Quina Grundhoefer Architects.

I have also received Addenda Numbers # 1 dated 2/14/24, # 2 dated 2/22/24 and have included their provisions in my Bid. I have examined both the Bidding Documents and the site.

I will construct this project for the lump sum price of:

BASE BID: six million seven hundred fourteen thousand nine hundred forty-eight dollars
(write out amount)

(\$ 6,714,948.00)

I will construct the project within the following number of days.

CONSTRUCTION TIME: Three hundred thirty days (330)

ALTERNATES:

Alternate No. 1: Trellis: The additive amount to construct the Trellis structure over the covered sidewalk around the Amphitheater as shown on the drawings.
two hundred twenty-seven thousand two hundred ninety-eight
Add: \$ 227,298

GENERAL CONTRACTORS LICENSE: CGC1508082 or CGC052036

BY: John Meyer

SIGNATURE: (print name) 

TITLE: Vice President

DATE: 2/29/24

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

ReliantSouth Construction Group, Inc.
230 West 5th Street
Panama City, FL 32401

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196

OWNER (Name, legal status and address):

St. Andrew School Destination Panama city
101 W. Beach Drive
Panama City, FL 32401

Bond Amount: Five Percent (5%) of attached bid

PROJECT : (Name, location or address, and Project number, if any):

St. Andrew School 3001 15th Street Panama City, Florida 32401

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29 day of February, 2024

Dylan Fawer
(Witness) (Seal)

Jim Hill
(Witness) (Seal)

ReliantSouth Construction Group, Inc.

(Principal)

By: _____

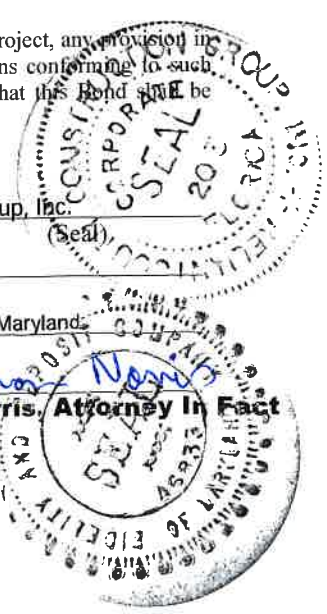
(Title)

Fidelity and Deposit Company of Maryland

(Surety)

By: George Byron Norris

(Title) **George Byron Norris, Attorney In Fact**



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **George Byron NORRIS and Jan Marie NELSON, both of Panama City, Florida**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of April, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 21st day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of February, 2024.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577