City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

AGENDA ITEM REQUEST FORM

ITEM:

Consideration, approval and authorization to execute the contract with American Legion Post #424 for the redevelopment of CRA-owned property located at 1342 Martin Luther King Jr. Blvd.

BACKGROUND INFORMATION:

The Panama City Community Redevelopment Agency previously considered the disposition of the CRA-owned property located at 1342 Martin Luther King Jr. Boulevard. Following the required property disposition process, American Legion Post #424 submitted a proposal for the property, and the CRA Board directed staff to proceed with preparation of an agreement for the proposed disposition and redevelopment.

Staff subsequently prepared a contract between the Panama City Community Redevelopment Agency, the City of Panama City and American Legion Post #424 for a sale in the amount of $6,100 with a requirement for the Buyer to construct improvements within thirty-six months or the property reverts back to the City/CRA. The proposed contract was provided to American Legion Post #424 for review, and the organization has agreed to the terms and conditions contained within the agreement.

The contract is now being presented to the City Commission and CRA Board for final review and approval and authorization to execute the contract.

DEPARTMENT HEAD RECOMMENDATION:

Staff recommends approval and authorization to execute the contract between the The City of Panama City/CRA and American Legion Post #424 for the acquisition and redevelopment of the CRA-owned property located at 1342 Martin Luther King Jr. Boulevard.

Budget Impact

Total budgeted funds:

Source(s) of budgeted funds:

Total non-budgeted funds:

Source(s) of non-budgeted funds?

Is this a Capital improvement as defined in s. 163.3164? ☐

If so, what are the estimated future annual maintenance/operational costs:

☐ Personnel $

☐ Operating $

☐ Capital $

☐ Revenue $

Requested By: Date:

Prepared By: Lena Webb, CRA Program Manager Date: 10/6/26

Reviewed By: Brandy Waldron, Assistant City Manager Date: 10/6/26

Reviewed By: Joy Marler, Assistant City Attorney Date: 10/6/26

Approved By: Jonathan H. Hayes, City Manager Date: 10/6/26

BURKE BLUE

LES W. BURKE °
ROB BLUE, JR.
EDWARD A. HUTCHISON, JR.
DOUGLAS L. SMITH +
NEVIN J. ZIMMERMAN
MICHAEL S. BURKE
JOY A. MARLER ++
CLARK T. ROGERS, JR. +++
NATALIE A. MCSWANE ♦
DANIEL S. ROSENHEIM
GREGORY J. PHILO
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GRAHAM CLARKE °*
SANDRA A. WILSON °
CAROLINE LACOUR SMITH°
THOMAS D. STRINGER, J.D., LAW CLERK**

° OF COUNSEL
* ALSO ADMITTED IN GEORGIA
+ CERTIFIED CIRCUIT COURT MEDIATOR
++ L.L.M. IN TAXATION
+++ CERTIFIED FAMILY MEDIATOR
♦ BOARD CERTIFIED CITY, COUNTY AND LOCAL GOVERNMENT ATTORNEY
**NOT LICENSED TO PRACTICE IN FLORIDA

October 5, 2026

Mayor and City Commissioners
501 Harrison Avenue
Panama City, FL 32401

Dear Mayor and Commissioners:

Re: Sales Contract for 1342 MLK Blvd

Dear Mayor and Commissioners:

Please find attached a Sales Contract for 1342 MLK Blvd between the City of Panama City and the American Legion Post 424 which was discussed at the July 14, 2026 commission meeting and again at the July 28, 2026 commission meeting as a part of the overall Spark Program initiative as well as at the August 4, 2026 CRA Board Meeting. Also attached is a Spark Application from the proposed buyer as well as the information in the original agenda items related to the purchase.

The purchase is for $6,100 which is 10% of the appraised value of the property. The buyer must obtain permits and complete construction within a thirty-six month time period or the property will revert back to the City upon payment of the $6,100 purchase price back to the buyer.

Please let me know if you have any questions or require any additional information. I remain,

Very truly yours,

Nevin J. Zimmerman, City Attorney

cc: Jonathan H. Hayes, City Manager

Vacant Land Contract

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1. **Sale and Purchase ("Contract"):** City of Panama City, City of Panama City Community Redevelopment Agency ("**Seller**") and American Legion Post #424 ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: **1342 MLK Blvd, Panama City, FL 32401**
Legal Description: **See attached Exhibit A**

SEC ___/TWP /___/RNG ___ of _____ County, Florida. Real Property ID No.: **17367-000-000**
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ **6,100.00**
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: **Burke Blue**
Escrow Agent's Contact Person: **Nevin J. Zimmerman, Esq.**
Escrow Agent's Address: **221 McKenzie Ave, Panama City, FL 32401**
Escrow Agent's Phone: **(850)769-1414**
Escrow Agent's Email: **nzimmerman@burkeblue.com**

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ _____

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ **6,100.00**

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before **October 16, 2026**, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on **November 30, 2026** ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☒ **Seller's** ☐ **Buyer's** expense and **(Check one)** ☐ within _____ days after Effective Date ☒ at least **15** days before Closing Date, **(Check one)**

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(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within **10** days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within **30** days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

9. Property Condition: **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
    (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
    (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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	N/A	**N/A**
	Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
	Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
	Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
	N/A	**N/A**
	Listing Brokerage	**Buyer's Brokerage**
	Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms: **Buyer agrees to apply for a development order and commence construction of the stated improvements within thirty-six (36) months of the date of Closing and otherwise comply with the applicable provisions of the City and CRA's Spark Program. The stated improvements are those listed in the proposal from Buyer to Seller and consist of the construction of American Legion Post #424. In the event the Buyer has not complied with the applicable requirements of the Spark Program, including completion of construction of the improvement stated in Buyer's proposal within the thirty-six (36) month time period after the Closing Date, the Property shall revert back to the Seller upon payment by the Seller to Buyer of the purchase price of $6,100.00. A reversionary clause or other appropriate mechanism to trigger and effectuate reversion to the Seller shall be included in the deed of conveyance and shall run with the land.**

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 368 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: _____

Print name: **American Legion Post #424**

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: **City of Panama City**

Seller: _____ Date: _____

Print name: **City of Panama City Community Redevelopment Agency**

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only be real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Exhibit A

Lot 14, Block C of SHADY HAVEN, according to the Plat thereof as recorded in Plat Book 1, Page(s) 57, of the Public Records of Bay County, Florida.

Parcel ID 17367-000-000
Property Address: 1342 MLK Blvd, Panama City, FL 32401

SPARK

Small-Business Property Activation & Redevelopment Kickstart Program

INITIAL APPLICATION

The SPARK Application is the initial point of entry for parties interested in redeveloping publicly owned property within the Downtown North CRA. *Submission does not constitute an offer, bid, or guarantee of property award.*

1 Applicant Information

Applicant Name: Arthur Shazier

Business/Organization Name (if applicable): American Legion Post #424

Applicant Type: ☐ Individual ☒ Existing Business ☐ Start-Up Business

☐ Developer/Development Company ☐ Nonprofit Organization ☐ Partnership/Other

Primary Contact (if different from applicant): Michelle Bryant

Mailing Address: 1336 Sherman Ave #35241

City, State, ZIP: Panama City, FL 32401

Phone: _____ Email: _____

2 Property of Interest

Property Address (if known): 1342 MLK Blvd; Panama City, FL 32401

Parcel ID Number (if known): 17367-000-000

Are you interested only in this property? ☒ Yes ☐ No, I would consider other properties suitable for my proposed project.

Preferred method of obtaining the property:

☒ Purchase ☐ Long-term lease ☐ Either ☐ Other: _____

Proposed purchase price / lease amount: $ 6,700.00 If leasing, proposed lease term: _____

The proposed acquisition method, price, and terms are for preliminary consideration only and do not constitute a formal offer or bid. Final terms, if applicable, will be determined through the required property disposition and approval process.

3 Proposed Project

Proposed Project Type:

☐ Residential ☐ Affordable Housing ☒ Commercial ☐ Mixed-Use ☐ Nonprofit/Community Use ☐ Other

Briefly describe what you would like to develop on the property:

See attached letter/proposal.

If the project includes a business or commercial use, briefly describe the proposed business or activity:

See attached letter/proposal.

Briefly describe how the proposed project would contribute to redevelopment of the Downtown North CRA:

See attached letter/proposal.

Applicant Acknowledgment

I understand that submission of a SPARK Application is an initial expression of interest and does not constitute an offer, bid, contract, or guarantee of property award. I understand that I may be required to participate in a separate public offering or competitive disposition process before the property may be considered for award.

Applicant Signature: _____

Printed Name: Arthur Shazier

Date: _____

Entity Name (if applicable): American Legion Post #424

American Legion Post #424
Commander Arthur S.
Panama City, Florida 32401

Date: September 8, 2025

RE: Unsolicited Offer to Purchase Property Address: 1342 MLK Blvd. (Parcel No. 17367-000-000)

To City Officials, City Manager and Staff,

Thank you for your support and approval for the American Legion James A. Russ Post #424 unsolicited bid for property in the Downtown North CRA.

As a Non-Profit and Veteran Service Organization (VSO) we would like to purchase this property for $1-$6,700.This price is 90% off appraised value to receive the potential SPARK discount.

The purchase of this lot aligns with the neighborhood revitalization vision that was outlined in the Dover Kohl plans approved by the CRA in 2021. It also aligns with the CRA mission's to eliminate "blight", encourage economic growth and private investment. By allowing our VSO into the Downtown North CRA, our veteran service organization would be eliminating blight conditions by improving public space, providing jobs, and increasing the value of the property taxes in the district. In addition, with the purchase of this land American Legion Post #424 will be able to tap into the American Legion Department headquarters for potential grants and funding and corporate partnerships through the American Legion National Headquarters. This project will be completed in 3 years/36 months.

Lastly, having an American Legion Post in the Downtown North district would provide veterans and their families with camaraderie, assistance with benefits, and opportunities for community service. With the MLK Recreation Center doors opening soon, the programs that the American Legion's provide such as sponsoring and managing youth programs that teach civics, marksmanship, leadership, American Legion baseball, Oratorical Contest, and Boys and Girls State building on this property would be a great benefit not to just veterans but the community as a whole As veteran-owned organization with our Legion ties to Glenwood, creating jobs, offering community programming... Post 424 will create public-facing activation for the Downtown North CRA and will be a win-win for all!

We welcome the opportunity to discuss the purchase of this property and look forward to moving forward in doing our part to building a better Bay..one project at a time.

Thank you for your time!

Sincerely,

Arthur Shazier
Commander Post #424
James A. Russ Post

AMERICAN LEGION

September 29, 2025

RE: American Legion Post #424
TO: Whom it May Concern

Since 1919, The American Legion has operated with a clear and enduring purpose: to serve those who have served, strengthen the nation, and uphold the values that define American democracy. The American Legion as an organization is tasked with supporting veterans through advocacy for veterans mental health and benefits, supports communities through programs, and disaster relief, mentors and educates youth in patriotism and citizenship, and upholds national security and American values through various programs and activities. An American Legion's work also extends to providing financial assistance and comfort to wounded warriors in addition to offering discounts and services to its members.

The Legion is a strong advocate at the local, state, and federal levels fighting for improved active-duty pay, better housing for the military families, and the necessary resources for the VA to care for veterans. An American Legion post can provide a city with a range of services, including youth mentorship, financial and disaster relief, patriotic community events, and support for veterans and military families. It serves as a local hub for volunteers and resources, strengthening the community through its programs.

Having American Legion James A. Russ Post #424 in the community is not only a great opportunity for the community it will serve but the City in which it will provide those services.

As the District Commander of District 1, I provide my full recommendation and support of building the Post in the Community!

Thank you for your time and if you would like to discuss further, please feel free to reach out at any time.

For God and Country

Robert "Oz" Osmon
Florida American Legion
District 1 Commander

September 19, 2025

RE: American Legion Post #424

To Whom It May Concern,

I am excited to hear that the American Legion is looking for a home on Martin Luther King Blvd. in Panama City, Florida. There are several veterans in not only Panama City but in the Glenwood community that would welcome the location for community and veteran services to the area. Having the American Legion on MLK Blvd will provide a source of community, resources, and job opportunities for not only veterans but seniors in our community. Having an American Legion within walking distance in Glenwood will be a great benefit as it will allow for community involvement, legislative involvement, and youth development. With the new MLK Rec Center Campus down the street, the American Legion will be able to offer programs and scholarships for local students that were not obtainable before.

As a veteran and an Executive Director, I strongly recommend this purchase be allowed the James A. Russ Post #424 to increase the beautification of MLK Blvd., the opportunity for community support, and youth and senior services in the Glenwood area and the greater Panama City that are so very needed.

Thank you for your time and I look forward to seeing veterans being served and honored in the Glenwood Community!

If you have any questions please feel free to reach out at any time.

Sincerely,

Wayne Jones II
Executive Director, PC Senior Living Group
Email: wj.pcsg@gmail.com
Phone: 850-704-8616



September 22, 2025

TO: Whom It May Concern

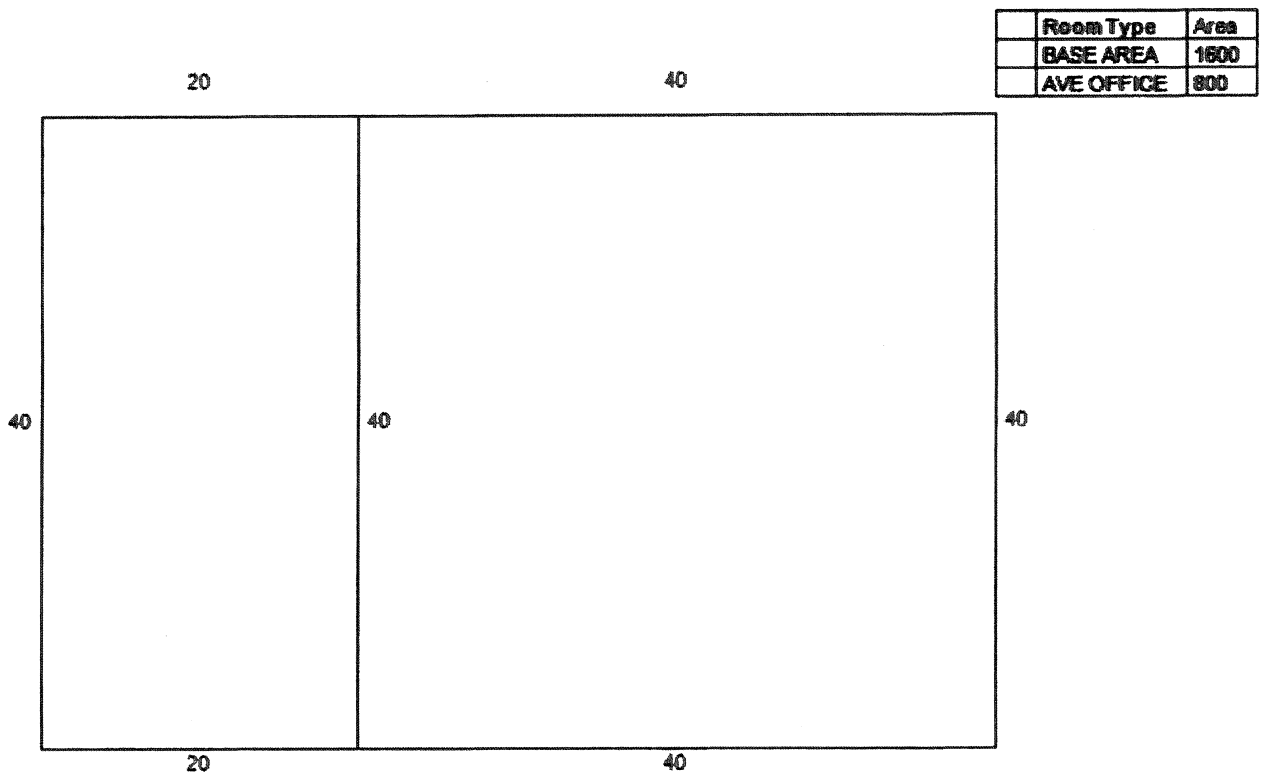
As an active member of the Glenwood community and CEO of Glenwood Revitalization Project, Inc., it is with such pleasure that I write you with my enthusiasm for American Legion Post #424 to be granted the proposal to redevelop on the MLK Blvd. corridor. The American Legion is the nation's largest and most influential organization of U.S. wartime veterans. Today, it counts nearly 1.8 million members who support their communities in about 12,000 posts worldwide. Since COVID-19 disrupted the American way of life in March 2020, American Legion members from coast to coast responded to the call to serve their communities. This is absolutely needed in the Glenwood community.

Serving in a community such as Glenwood, you need strong connections, partnerships, relationships, and leadership within established organizations to be able to build a long-lasting bridge with the community. American Legion Post #424 is that organization. Their leadership combined has over 100 years of military and leadership experience to create what the Community Redevelopment Agency is looking for in the Downtown North CRA. With the vacant parcels and substandard lot sizes which led to the decline in investment, the spark from the American Legion can contribute to a positive perception of the area and the revitalization of a community thirsty for growth! The addition of the American Legion will provide that needed spark for the community!

As the CRA looks for ways to increase revitalization, job opportunities, beautification, and businesses in Downtown North CRA, the accepting of the proposal from the American Legion Post #424 is putting the community in the right direction!

Thank you for your time and if you shall have any questions from me please feel free to reach out at your convenience.

Brenda Lewis Williams
CEO
Glenwood Revitalization Group
PH:850-774-5349



	Room Type	Area
	BASE AREA	1600
	AVE OFFICE	800

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
American Legion James A. Ruiz Post 424

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) Non-profit VSO

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
1336 Sherman Ave #35241

Requester's name and address (optional)

6 City, state, and ZIP code
Panama City, FL 32401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
39 - 2917082

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 9/11/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AMERICAN LEGION POST 424

2025-2026 Business Plan

"Veterans Still Serving Our Comrades, Our Community, Our State, and Our Nation"

I. Our Vision

"Veterans Still Serving Our Comrades, Our Community, Our State, and Our Nation"
Veterans - The Members of Post 318 Still Serving – We continue working to insure a positive impact on those we support.
Our Comrades - Our members and their families, other veterans and their families, active duty personnel and their families.
Our Community - The people, government and institutions of Panama City
Our State - The people, government and institutions of the State of Florida
Our Nation - The people, government and institutions of the United States of America

II. Our Mission

American Legion – James A. Russ Post 424 is committed to the support of veterans, active duty military, their families, the Glenwood community, and the Panama City community as a whole.

III. Roles & Responsibilities

Overview

The purpose of this section is to define the roles and responsibilities of the Executive Committee, Post Officers, and Standing Committee Chairs. The intent of this section is to ensure that there is common understanding throughout the membership of what the individual roles are, and the responsibilities associated with each.

Executive Committee (EC)

The government and management of Post 424 are vested in the Executive Committee (EC). It is responsible for hiring such employees as may be necessary; shall authorize and approve all expenditures as defined in the Post Constitution and By Laws; shall require adequate bonds for all persons having custody of Post funds; shall hear the reports of Post committee chairs; and generally have charge of all responsibility and affairs of the Post. The EC consists of three (3) representative categories; 1) Elected Officers, 2) Commander Appointed Positions/Chairpersons, and 3) EC Appointed Positions. The following provides a current list of each representative category. Elected Officers: Commander, 1st Vice Commander, 2nd Vice Commander, Adjutant, Finance Officer, Chaplin, and Sergeant-at-Arms. Commander Appointed Chairpersons: Americanism, Bingo, Capital Projects, Community Support, Events Coordination, Fundraising, Historian, House, Service Officer. EC Appointed Positions: Assistant Adjutant, Assistant Finance Officer, Assistant Sergeant-at-Arms, Assistant Service Officer, Charities, Inc. Liaison, Corporate Statutory Agent.

Post Commander (Annually Certified)

It shall be the duty of the Post Commander to preside at all meetings of the Post and to have general supervision over the business and affairs of the Post, and such officer shall be the Chief Executive Officer of the Post. The Commander shall approve all orders directing the disbursement of funds and shall make an annual report covering the business of the Post for the year, and recommendations for the ensuing year, which shall be read at the June meeting and a copy thereof immediately forwarded to the Department adjutant. The Commander shall perform such other duties as directed by the Post. Other responsibilities of the Commander include, but are not limited to:

- Appoints chairpersons for each of the Post's standing committees
- Supervising the duties of all Post Officers and Chairpersons
- Organizes and chairs all Executive Committee meetings
- Organizes and chairs all General Membership meetings
- Plans Post operations for the program year and is responsible for the success or failure of all Post programs

- Oversees the Post service programs and makes changes as necessary
- Being familiar with the policies and traditions of Post 424 and the American Legion
- Overall responsibility for the records of the Post.
- Ensuring there is a balance between service and recreational activities
- Represents the Post at all meetings and conventions of the 1st District
- Represents the Post at the Department of Florida Conventions
- Has primary access to the Post mailboxes

1st Vice Commander(Annually Certified)

The 1st Vice-Commander shall assume and discharge the duties of the office of Commander in the absence or disability of, or when called upon by the Post Commander. Other responsibilities of the 1st Vice Commander include, but are not limited to:

- Chairs Membership Committee (see Standing Committee Responsibilities)
- Manages the Post's annual membership drive
- Manages all membership contact information
- Assist the Commander in conducting the monthly general membership and EC meetings
- Represents the Post at all meetings and conventions of the 1st District

2nd Vice Commander (Annually Certified)

The 2nd Vice Commander assists the Commander with all duties. He/she should be interested in developing Post activities, and in the entertainment features which mark all meetings. The 2nd Vice Commander should help to observe strict tolerance among Post members on all political, religious and civic matters. Other responsibilities of the 2nd Vice Commander include, but are not limited to:

- Chairs the Post Activities Committee (see Standing Committee Responsibilities)
- Oversees the planning, organization and promotion of the Post's activities and social events
- Is a member of the Post Marketing Committee and works in concert with Fundraising and Events Coordinator Chairpersons in support of membership events held at the Post (i.e. dinners, dances, other events)
- Arranges for light snacks and beverages associated with Post meetings and other organization meetings of the American Legion held at the Post

Adjutant (Annually Certified)

The Adjutant shall have charge of and keep a full and correct record of all proceedings of all meetings, keep such records as the Department and National Organizations may require, render reports of membership annually or when called upon at a meeting, and under direction of the Commander handle all correspondences of the Post. Other responsibilities of the Adjutant include, but are not limited to:

- Chairs the Internal / External Communications Committee (see Standing Committee Responsibilities)
- Maintains membership records in cooperation with membership Chairperson
- Records and maintains meeting minutes
- Publishes and posts official orders, announcements, instructions, and various articles of correspondence as necessary.
- Maintains custody of all Post records
- Maintain a copy of the Post Adjutant's Manual
- Has access to the Post mailboxes

Assistant Adjutant

The Assistant Adjutant shall assume and discharge the duties of the Post Adjutant in the absence or disability of the Post Adjutant, or shall assist the Post Adjutant when called upon to do so.

Finance Officer (Annually Certified)

The Finance Officer of the Post shall have charge of all finances and see that they are safely deposited in some local bank or banks and shall report once a month to the Executive Committee the condition of the finances of the Post, with such recommendations as may deem expedient or necessary for raising funds with which to carry on the activities of the Post. The Finance Officer shall sign all checks distributing the monies of the Post, and shall furnish such surety bonds in such sum as shall be fixed by the Post Executive Committee. Other responsibilities of the Finance Officer include, but are not limited to:

- Chairs the Finance Committee (see Standing Committee Responsibilities)
- Maintains financial books and prepares reports • Writes all checks and secures the Post Checkbook
- Performs "Cash Management" functions associated with all events Manages all funds used by the Post as "Petty Cash"
- Secures CD's and other investment vehicles, or documentation
- Has signing authority associated with all Post banking accounts Calculates and pays monthly state sales/use tax
- Oversees Post investments
- Responsible for consolidating all Post financials (Post Accounts, Bingo, Scouting, and JSSP)
- Leads the Post's effort in completing tax returns and other financial reporting forms (i.e. Annual IRS 990)

Assistant Finance Officer

The Assistant Financial Officer shall assume and discharge the duties of the Post Finance Officer in the absence or disability of, or when called upon by the Post Finance Officer. Other responsibilities of the Assistant Finance Officer include, but are not limited to:

- A member of the Finance Committee
- Has signing authority for Post banking accounts
- Knows how to gain access to the Post mailbox
- Shares responsibility with the Finance Officer for maintaining Post financial books and preparing reports.

- Assist the Finance Officer with preparing tax returns and other financial reporting forms (i.e. Annual IRS 990)

Post Chaplain (Annually Certified)

The Post chaplain shall be charged with the spiritual welfare of the Post comrades and will offer divine but nonsectarian service in the event of dedications, funerals, public functions, etc., adhere to such ceremonial rituals as are recommended by the National or Department Headquarters from time to time. Other responsibilities of the Post Chaplain include, but are not limited to:

- Chairs the Visiting, or Veterans Administration Voluntary Services (VAVS) Committee (see Standing Committee Responsibilities)
- Provides moral and intellectual leadership within the Post
- Leads the Posts efforts to stay in touch with our members who are infirmed or are in Senior or Assisted Living centers.
- Cooperates with the Post Historian on graves registration work

Sergeant-At-Arms(Annually Certified)

The Sergeant-At-Arms shall preserve order at meetings and shall perform such other duties from time to time assigned by the Post Executive Committee. Other responsibilities of the Sergeant-at-Arms include, but are not limited to:

- Chairs the Uniformed Ceremonies Committee (see Stand Committee Responsibilities) American Legion Post 424
- Custodian of the Post Armory – Responsible for conducting and maintaining an inventory of all weapons in custody of the Post, and for the routine maintenance and security of all weapons in the custody of the Post
- Oversees the Post Honor Guard, Color Guard and Rifle Squad to insure sufficient personnel and proper ceremonial equipment. He/she also maintains the inventory of such equipment
- Determines if there is a quorum to conduct a Post General Membership meeting

- Contacts other veteran and civic groups so that each patriotic holiday and observance receives the attention it deserves

Assistant Sergeant-at-Arms

The Assistant Sergeant-at-Arms shall assume and discharge the duties of the Post Sergeant-at-Arms in the absence or disability of, or when called upon by the Post Sergeant-at-Arms. Other responsibilities of the Assistant Sergeant at-Arms include, but are not limited to

- A member of the Uniformed Ceremony Committee
- The Flag etiquette authority within the Post
- Custodian of the Post Colors – Responsible for the color detail: Participates in all Uniformed Ceremony events, when available.

Service Officer (Annually Certified)

The Post Service Officer is responsible for bringing to the attention of all veterans and their dependents the rights and benefits granted them by law. The Service Officer must also know how to utilize the expert services available to veterans through Legion channels, as well as those other agencies in his community. Other responsibilities of the Service Officer include, but are not limited to:

- Chairs the Service, Veterans Affairs, Economic & Legislative Committee (see Standing Committee Responsibilities) •
- Maintains a working knowledge of how to obtain forms and other support resources to assist veterans in obtaining their rightful benefits. •
- Assist members and their families applying for veteran benefits
- Assist Veterans and/or their families in need
- Maintain an awareness of current DOD and VA policy changes that affects members.
- Maintain stocks of documents on Legion, Dodd and VA benefit programs for distribution to new members

Assistant Service Officer

The Assistant Service Officer shall assume and discharge the duties of the Post Service Officer in the absence or disability of, or when called upon by

the Post Service Officer. Other responsibilities of the Assistant Service Officer include, but are not limited to:

- Participate in formal training sessions.
- Assist Service Officer on active cases
- Perform other tasks as the Service Officer may request

Post Historian

The Post historian shall be charged with the individual records and incidents of the Post and Post members, and shall perform such other duties as may properly pertain to the office as may be determined by the Post or the Executive Committee. Other responsibilities of the Post Historian include, but are not limited to:

- The gathering and preservation of historical records and artifacts
- Capturing the biographies of Post members
- Submitting appropriate records to local libraries and Department archives
- Maintaining relationships with other Post Historians and have a working knowledge of what they're doing
- Providing an annual report to the Department Historian just prior to the Department convention

Standing Committee Chairs (Various)

The Standing Committee Chairs have overall accountability for the roles, responsibilities, programs, and projects defined within the scope of his/her committee. Each Chair person's primary role is to provide oversight management of the committee he or she heads. Other responsibilities of the Standing Committee Chair include, but are not limited to:

- Chairs standing committee meetings (see Standing Committee Responsibilities)
- Provides a monthly report to the Executive Committee as to the status of all committee owned projects and programs. This report should be reduced to writing for distribution to our membership
- Provides annual budget information for projects and programs to be supported by his/her committee
- Looks for new committee projects or programs to submit to the Executive Committee for support consideration

- Assigns program/project tasks to committee members
- Names program/project leads within his/her committee
- Assures the successful planning, organizing, and implementation of committee programs and projects
- Personally takes ownership of a project or program, if required
- Mentors and provides experienced based direction to committee members
- Sets up a communication process within his/her committee to keep committee members informed

IV. Post Committees Overview

The purpose of this section is to identify the committees that should exist within Post 424. The intent of this section is to ensure that there is an ownership assignment for every project the Post undertakes. This section has been organized by creating a statement of purpose for each committee, followed by a description of the programs each committee should support, or the responsibilities each committee should own and the committee's goals & objectives. Any program expense, or income, information will be found in either the "Financial Plan or Charitable Giving Sections" of this document.

Americanism Committee (Programs Aligned with Local Schools)

Chairperson: Open

Purpose: This committee acts as a liaison between Post 318 and the Forest Hills School District, its affiliated schools, and McNicholas High School. Its role is to facilitate the delivery of American Legion programs intended to inspire patriotism and good citizenship through observances, patriotic and civil instruction in schools, Americanization of aliens, information on anti-American propaganda, and youth activities such as Boys State, Girls State, School Award Medals, and other similar school programs.

Goals & Objectives:

- Conduct an annual program review with the Superintendent of Schools, by August 31.

- Conduct an annual program review with the Principles of selected High Schools, by September 15.
- Meet with teachers and staff at selected High School to review Boys State, and Girls State Programs.
- Build a relationship with Vice Principals
- Interview Boy State / Girls State candidates in February
- Identify a minimum of four Boys State & four Girls State Candidates, by March 1st
- Identify at least two (2) alternates for the Boys State and Girls State
- Order A&G Tests by the 1st week in October.
- Ensure test are graded and returned to Post 424 by December 1st
- Notify District of Post 424 winners.
- Maintain the mentoring program for Post 424 oratorical candidates
- Obtain and distribute Oratorical Contest materials to High School Students in a timely manner
- Identify at least one (1) Oratorical Contest candidate from each of the selected high schools
- Administer our "Veteran Scholarship" program to deliver three (amount to be determined by EC) awards to the children of Post members, or students of qualified veterans at our selected local high schools

American Legion Oratorical Contest Program
Lead: OPEN

Program Description: The purpose of The American Legion High School Oratorical Scholarship Program "A Constitutional Speech Contest" is to develop a deeper knowledge and appreciation of the Constitution of the United States on the part of high school students. Other objectives of the contest include the development of leadership qualities, the ability to think and speak clearly and intelligently, and the preparation for acceptance of the duties and responsibilities, the rights and privileges of American citizenship. Scholarship awards are presented to the three finalists in the Final Round of the National contest as follows: 1st place - $18,000; 2nd place - $16,000; 3rd place - $14,000. Each Department (State) winner who

is certified into and participates in the first round of the National Contest will receive a $1,500 scholarship. Each first round winner who advances to and participates in the second round, but does not advance to the Final Round, will receive an additional $1,500 scholarship to pursue education beyond high school. Cash awards are also presented at the District, County and Post level.
Program Implementation Date: Contestant should be identified by December 1st, of each year

Educator of the Year Program
Lead: OPEN

Program Description: Each American Legion Post is authorized to select an Educator of the Year. To be eligible, the nominee must be an Educator in any grade (K-12) in any public, private, or parochial school or academy in the State of Ohio recognized by the Ohio Department of Education. They must be endorsed by the Superintendent and Principal through letters of recommendation to be attached to the Nomination Form. The recipient of the Post American Legion Educator of the Year will be eligible to compete for recognition at the District level. The District winner will be eligible for recognition at the State level. The State winner will be presented with a suitable plaque at the American Legion State Convention and receive one (I) nights housing. American Legion Post 424 provides the funding for a Post award plaque and certificate.

Program Implementation Date: Posts should identify / select a candidate in January

Veteran Scholarship Committee
Lead: OPEN

Program Description: Each year American Legion Post 424 provides three (3) scholarships (amounts determined by EC) to deserving children of Post members and/or students at local High Schools. To be eligible for these awards the recipients must have one parent that is an "Honorably

Discharged" veteran. A copy of the sponsoring veterans DD214 is required to establish scholarship eligibility. The Post Veterans Scholarship Committee manages this program. They develop the scholarship questionnaire, review and evaluate the applications received, and award the Veteran Scholarships.

Program Implementation Date: January 1st, of each year

Bingo Committee
Chairperson: OPEN

This committee is responsible for planning, organizing, and managing the Post 424 "bingo" operations.
Goals & Objectives:

- Organize and operate Bingo
- Order bingo and pull tab supplies
- Maintain bingo records per FL AG specifications.
- Recruit Post Members or Friends of the Legion to participate in Post 424 Bingo Activities.

Programs Supported / Areas of Responsibility:
American Legion Post 424
Bingo Sessions Program Lead: OPEN
Program Description: The Post operates "bingo" as a means for paying our bills. This endeavor consists of Type I (traditional ball bingo) and Type II (the sale of pull tabs during bingo (the sale of pull tabs during bingo sessions). Bingo will be conducted at the Post as determined by the Post 2nd Vice. At the discretion of the Bingo Committee additional sessions may be added. All advertising and bingo promotional events are at the discretion of the Bingo Committee Chairperson. However, these marketing activities should be coordinated with the Marketing Committee.

Program Implementation Date: On Going

Bingo Accounting Program

Lead: OPEN

Program Description: The Bingo Accounting Lead is responsible for managing and accounting for all "bingo revenues and expenses". He/she manages a stand-alone "bingo" checkbook in accordance with State of Florida regulations and keeps financial records, including invoices and receipts, in accordance with accepted accounting practices. He/she also works closely with the Finance Officer to ensure an annual audit and all annual tax filings are complete.
Program Implementation Date: On Going

Bingo Supply Purchasing & Compliance

Lead: OPEN

Program Description: The Bingo Purchasing Lead is responsible for the purchase of all "bingo supplies" and completing all of the necessary paper work to be in compliance with the State of FL regulations.
Program Implementation Date: On Going

Bingo Licensing

Lead: OPEN

Program Description: The Bingo Licensing Lead is responsible for completing all necessary paper work to keep the Post "Bingo Licenses" active.
Program Implementation Date: On Going

Bingo Concessions

Lead: OPEN

Program Description: The Post operates a concession stand associated with our weekly bingo sessions. The Bingo Concessions Lead is responsible for staffing this operation. All concession purchasing is the responsibility of the Fund Raising committee.
Program Implementation Date: On Going

Marketing Committee (Shared Responsibility with 2nd Vice)
Lead: OPEN

Description: This committee was formed to bring the Events Coordination, Post Activities, Fundraising, Bingo, Internal/External Communications and the Finance Committees together to identify, research, coordinate, and implement marketing strategies to advertise and generate hall rental opportunities, fundraising events, and social activities. Since inception its mission has expanded to identify research and recommend to the EC for implementation, new revenue opportunities. Another primary goal of this committee is to optimize the advertising expenses associated with bingo, fundraising, events, and hall rentals. It is also responsible for all event pricing, except bingo.
Implementation Date: Continuous
Capital Projects Committee
Chairperson: D. Michelle Bryant (In partnership with Commander)

Purpose: The role of this committee is to Manage Capital Projects. These projects are intended to improve the physical infrastructure of the Post and go beyond what would be considered routine maintenance, which is the domain of the House Committee. This committee will define available options, solicit bids and then make recommendations to the executive committee on how to proceed with a capital improvement. When possible a minimum of two (2) bids should be obtained. It's also the responsibility of the Capital Project Committee to maintain all capital project records. Any known costs associated with these planned Capital Projects can be found in the "Financial Plan Section" of this document.
Goals & Objectives:

- Assume responsibility for new Capital Projects as identified

Programs Supported / Areas of Responsibility

Obtain/Prepare Bids for Significant Post Improvements
Lead: OPEN

Description: From time to time it becomes necessary to conduct major repairs on the infrastructure of our building. The Capital Project Committee is responsible for engaging professionals to assess required repairs/improvements and to solicit competitive bids for any work that needs to be done. The goal for any required repairs is to obtain a minimum of two (2) bids. However, three (3) or more bids would be preferred.
Program Implementation Date: As Required

Oversee / Manage Approved Projects Program
Lead: OPEN
Description: Once a Capital Project has been approved by the EC, the Capital Projects Planning Committee assumes responsibility for its implementation.
Program Implementation Date: As Required

Community Support Committee (Programs Aligned with Community or Government Organizations)
Chairperson: OPEN
Purpose: This committee acts as a liaison between Post 424 and the Local Government, The Bay County Chamber of Commerce and other community organizations. Its role is to facilitate the delivery of American Legion programs intended to inspire patriotic values. It is also the responsibility of this committee to look for opportunities to support and recognize members of Bay County. It is also their responsibility to identify and recognize the community Law Enforcement Officer, Firefighter, Civilian Life Saver, and Eagle Scout who has made a significant difference in the community over the program year.
Goals & Objectives:

- Build on our existing relationships with the Panama City and local Government
- Continue efforts to raise our visibility within the Panama community
- Develop Post Disaster Preparedness Plan and integrate with Panama City and Bay County Sheriff Department, and maintain shelter agreement with Red Cross

- Support activities and programs that benefit the Panama City community through other civic organizations that support veterans

Programs Supported / Areas of Responsibility:
Chamber of Commerce Liaison Program
Lead: OPEN

Program Description: Post 424 will be a member of the Bay County Chamber of Commerce. The responsibilities associated with this program are to learn how these relationships can be used to mutually support the goals and objectives of both Post 424 and the local business community.

Program Implementation Date: On-going

Community Liaison Program
Lead: OPEN

Program Description: The purpose of this role is to actively engage with community and local government organizations to discover new opportunities to both increase Post 424 support within the community and raise the visibility of both the American Legion and our Post. The American Legion's Disaster Preparedness Programs will be a few ways of continuing this process.
Program Implementation Date: On-going

Red Cross Shelter
Lead: OPEN

Program Description: The responsibilities associated with this program are; 1) to identify and maintain a contact within the Red Cross, 2) fully understand what their expectations are should they need to use our hall as a shelter, and 3) insure that everyone's expectations are met. We will also work with them on the new Disaster Preparedness Program to be implemented this year.
Program Implementation Date: As Required

Events Coordination Committee

Chairperson: OPEN

Purpose: To market, promote and contract with the public for use of the Patriot Center and other Post facilities, except the Club Room. To coordinate with other Post 424 committees, Post Activities, and Fundraising, to schedule Post events.

Goals & Objectives:

- Identify strategies and marketing plans for maximum utilization of Post facilities for increased revenue
- Actively manage hall rental calendar, in coordination with Post Activities, and Fund Raising Chairs to insure maximum hall utilization.
- Ensure payment of Rental Fees in a timely manner
- Coordinate with other Post members and place beverage orders (beer, wine, liquor, and soft drinks) in a timely manner
- Update hall rental policies, strategies, and rental rates, as appropriate.

Event Coordination

Lead: OPEN

Description: Coordinates the details of events such as conferences, weddings, birthdays, anniversaries, charity events, surprise parties, trade shows, sales meetings, business meetings or any event or of a substantially like nature. This includes but is not limited to

- Developing appropriate floor plans for the event
- If requested, arranges for entertainment such as bands and disc jockeys, to be contracted by the renter. Maintains an appropriate listing for this purpose.
- If requested, arranges for catering services from caterers appropriate to the event, to be contracted by the renter. Maintains an appropriate listing for this purpose.
- Arrange with the renter for the specification and purchase of all alcoholic beverages and soft drinks to be consumed during the event
- Advises the House Committee as to the hall set up for each rental

- Coordinates Post staffing requirements for each event (i.e. bartenders, etc.).

Program Implementation Date: On going

Hall Booking Calendar
Lead: OPEN

Description: To ensure that double bookings don't occur, the Events Committee is responsible for maintaining and communicating the overall hall usage calendar. Post committees interested in using the hall must book their requirements with the Events Committee.
Program Implementation Date: Continuous

Hall Rentals
Lead: OPEN
Description: This position is responsible for establishing rental rates, guidelines, and policies, booking rentals of the Patriot Center, including but not limited to negotiating the terms and conditions of all rental contracts, the execution of all rental contracts, and the collection and accounting of all fees associated with Post facility rentals. The Events Committee and the House Committee share responsibility for ensuring the hall is clean after each rental.
Implementation Date: Continuous

Marketing Committee (Shared Responsibility with 2nd Vice)
Lead: OPEN

Description: This committee was formed to bring the Events Coordination, Post Activities, Fundraising, Bingo, Internal/External Communications and the Finance Committees together to identify, research, coordinate, and implement marketing strategies to advertise and generate hall rental opportunities, fundraising events, and social activities. Since inception its mission has expanded to identify research and recommend to the EC for implementation, new revenue opportunities. Another primary goal of this committee is to optimize the advertising expenses associated with bingo,

fundraising, events, and hall rentals. It is also responsible for all event pricing, except bingo.
Implementation Date: Continuous

Purchase and Account for All Post Alcoholic Beverages (Bar Manager)
Lead: OPEN
Description: The Events Coordination Committee oversees Post alcoholic beverage inventories and places orders for beer, wine, and liquor with established distributors. Post committees needing beer, wine or liquor for upcoming events must place their requests with the Events Coordination Committee one (1) week prior to event.
Implementation Date: Continuous

Finance Committee
Chairperson: LinCherria Barnes (Financial Officer)
Purpose: To supervise the receiving, disbursement with the approval of the membership, depositing, accounting, and reporting on all Post funds. It also oversees the preparation of the Posts Federal Tax Return and prepares annual budget recommendations for the Post. It also oversees, tracks, and reports on the Post investment holdings and advises the Post on all financial policies. (The Post Finance Officer is the chair of the Finance Committee.)
Goals & Objectives:

- Produce a "Monthly Budget Report" for distribution at each "General Membership" meeting
- Collaborate with the Post 424 Business Plan editor to produce an "Annual Budget"
- Prepare and file the Post 318 990, by May 15 of each year
- Oversee "Cash Management" functions associated with all Fundraising.
- Collaborate with the Post 424 Executive Committee to produce all required financial document filings.

Annual Audit Program
Lead: OPEN

Responsibility Description: The Finance Committee will meet at least once per year to review in detail the expense and income statements of the Post. They will certify that all funds were raised, accounted for, and expended, in an appropriate manner.

Implementation Date: Continuous

Annual Budget Program
Lead: OPEN
Responsibility Description: Using historical data, and making reasonable and understandable assumptions, the Finance Committee takes the lead in developing the initial cut on the annual budget. Once the budget is finalized, the Financial Committee creates a baseline and the methodologies and processes necessary to track and report on actual revenues and expenses.
Implementation Date: July 1st of each year

Cash Management Program
Lead: OPEN
Program Description: Throughout the program year the Post conducts various fund raisers. Each of these events has unique cash start-up cash and accounting requirements. The finance committee is to assure that processes are put in place to appropriately and securely handle all cash generated by the fund raiser and to pay out any expenses associated with cash generation.
Program Implementation Date: on-going

Federal Tax Return (990) / State Filings if Required Program
Lead: OPEN
Responsibility Description: The Finance Committee will either prepare, or supervise the preparation of the Post federal tax return. If prepared by an outside firm, the Finance Committee will select the appropriate service provider and act as the interface to the Post on all tax preparation and filing issues. A copy of the Federal Tax Return will be provided to the Post 318

Corporation Statutory Agent as soon as possible to timely facilitate required Ohio Attorney General Annual Report filing."
Implementation Date: 1 st quarter of each year

Financial Reporting Program
Lead: OPEN
Responsibility Description: The finance committee has a responsibility to provide summary financial reports on a regular basis (monthly). It also updates and reports monthly on the budgeted expenses, projected revenues/income, and the current cash flow position.
Implementation Date: Continuous

Marketing Committee (Shared Responsibility with 2nd Vice)
Program Lead: OPEN
Description: This committee was formed to bring the Events Coordination, Post Activities, Fundraising, Bingo, Internal/External Communications and the Finance Committees together to identify, research, coordinate, and implement marketing strategies to advertise and generate hall rental opportunities, fundraising events, and social American Legion Post 424 activities. Since inception its mission has expanded to identify research and recommend to the EC for implementation, new revenue opportunities. Another primary goal of this committee is to optimize the advertising expenses associated with bingo, fundraising, events, and hall rentals. It is also responsible for all event pricing, except bingo.

Implementation Date: Continuous

Post Investments Program
Lead: OPEN
Responsibility Description: The Finance Committee tracks and reports on the Post investment holdings. It also evaluates current portfolio holdings and makes recommendations on future investments.

Implementation Date: Continuous

State Sales/Use Tax Preparation, Reporting and Payment Program
Lead: OPEN
Program Description: Each month the Post must calculate and pay sales and use taxes to the State of Florida. The sales/use tax is calculated on taxable revenues received from the previous month. The reporting and payment process requires on-line access to the State of Florida payment system.

Program Implementation Date: Each monthly prior to the 20th

Fundraising Committee Chairperson
Lead: OPEN
Purpose: This committee is responsible for planning, organizing and implementing all Post fund raising activities.
Goals & Objectives:

- Implements new Fund Raisers
- Schedules and Coordinates Restaurant fund raisers
- Promotes participation in Give Fundraising
- Participates on the Post 424 Marketing Committee to identify and coordinate fund raising opportunities.
- Recruits Post Members or Friends of the Legion to participate on the Post 424 Fund Raising Committee

Programs Supported / Areas of Responsibility:

Concerts / Dances Program
Lead: OPEN
Description: The Post may conduct concerts and dances as part of its fundraising. The leader of this project is responsible for all aspects of planning, organizing and implementing these events. This includes, but is not limited to working with the Marketing Committee to book bands, then schedule and promote these events. staffing of the concerts and dances is a responsibility of Fund Raising.

Program Implementation Date: February / March of Each Year

Fish Fries Program
Lead: OPEN
Program Description: Each season the Post conducts Fish Fry's as part of its fundraising. The leader of this project is responsible for all aspects of planning, organizing and implementing the annual Fish Fry's. This includes, but is not limited to menu development, shopping, and staffing.

Program Implementation Date: February/March of each year

Purchasing Program
Lead: OPEN

Responsibility Description: Post 424 maintains a single inventory of food, beverages and supplies to support its concession operations, and events. Because most of the purchasing requirements are a byproduct of Fund Raising events, this committee owns responsibility for overall inventory management and Post purchasing. Exceptions to this responsibility are the purchase of alcoholic beverages, and house cleaning and maintenance supplies.

Implementation Date: Continuous

Restaurant Fundraisers Program
Lead: OPEN
Program Description: Fridays, Applebee's, and other restaurants giving back 10% to 20% of revenue generated by Post members, and Friends of the Legion!
Program Implementation Date: Continuous

House Committee
Chairperson: OPEN
Purpose: The House Committee manages the operation of the physical facilities of the Post. Its supervision responsibilities include;

1) Administrative activities such as inventory of chairs, tables, and other post equipment
2) Post infrastructure equipment (heating, AC, etc.)
3) The physical condition of facilities and grounds
4) Key control access to the Post....The House Committee is also responsible for ensuring all garbage is removed from the building for Trash pick-up, and supporting Post operations and special events.
Goals & Objectives:

- Recruit Post Members or supporters of the Legion to participate on the Post 318 House Committee. American Legion Post 424
- On a regular basis, schedule and oversee routine maintenance of the Post including; HVAC, Fire Suppression, rodent control and other necessary and/or required infrastructure inspections.

Programs Supported / Areas of Responsibility

<u>Custodial Care of our Post 424 Task</u>
Lead: OPEN
Responsibility Description: This position is responsible for the general appearance and routine maintenance of the American Legion Hall. He or she is responsible for organizing work parties to perform routine cleanings and maintenance of the hall. Implementation Date: Continuous Grounds Maintenance Task Lead: Bob Alfieri Responsibility Description: The House Committee is responsible for maintaining the appearance of the Post grounds. This includes, but is not limited to, mowing grass, trimming bushes, and maintaining the Post equipment necessary to perform these tasks.

Implementation Date: Continuous

<u>Infrastructure Maintenance Program</u>
Lead: OPEN
Responsibility Description: This position oversees and schedules routine infrastructure services such as heating & AC maintenance, fire protection, and insect and rodent elimination services. This position also interfaces

directly with the Capital Project Chairman to address large infrastructure projects, and the Finance Officer for payment of operating expenses associated with the halls custodial care

Implementation Date: Continuous

Key Control / Key Card Control Project
Lead: OPEN
Responsibility Description: This position is responsible for key control and access to the Post. It issues keys to the post, ensures that key access agreements are executed, and maintains a key inventory.

Implementation Date: Continuous

Maintenance Supply Purchasing Program
Lead: OPEN
Responsibility Description: The House Committee buys all cleaning and maintenance supplies necessary to maintain Post facilities.

Implementation Date: Continuous

Parking Lot Maintenance Project
Lead: OPEN
Responsibility Description: The House Committee is responsible for maintaining the Post parking lot. This includes, but is not limited to arranging for the parking lot to be sealed and marked as needed. It is also responsible for minor repairs to the parking lot and the provision of snow plowing, when required. Should major capital improvements be necessary, this task would be referred to the Capital Projects Committee.

Implementation Date: Continuous

Internal / External Communications Committee
Chairperson: (Shared Responsibility between Adjutant and 2nd Vice)

Purpose: The external aspect of this committee is to increase awareness among the veteran's community and the community at large, of The American Legion's advocacy of veterans' issues, national security and foreign relations, Americanism, and children & youth. The committee goal is to define The American Legion in the public eye by the values for which it stands.

There are four (4) fundamental techniques used to accomplish this task; 1) placing radio and television advertisements and public service announcements produced by the National Public Relations Division where they can be seen and heard, 2) placement of Post 318 new stories in local newspapers, 3) developing relationships with editors and journalist serving the Post community so that they cover those programs supported by the organization's founding pillars, and 4) the development and active management of a Post web site. This committee also has a responsibility to focus on and actively manage all internal communications. This includes the production and distribution of the monthly newsletter, and the development of new communications vehicles to better engage and inform the membership. The expectation is that this committee will also develop and deliver targeted communications to different audiences, within the post. It is also intended that this committee will utilize advances in technology to both improve the timelines of our internal communications while also reducing our overall communications cost.

Goals & Objectives:

- Update, produce and distribute our annual Business Plan by July 15th
- Obtain monthly Newsletter articles from Committee Chairmen
- Create and deliver a Post Newsletter by the 1st of each month
- Continue to promote and publicize Post 424 and its activities through use of print and electronic media
- Maintain, improve and keep current information on Post web sites/social media

Annual Business Plan Program

Lead: (Shared Responsibility with EC)

Program Description: Each year Post 424 will convene a work group to update and distribute to its membership a business plan. This plan is intended to reflect our current goals and objectives, post organization, operating committees, programs supported, post challenges, and a fiscal year operating budget.

Program Implementation Date: Continuous

Post 424 Facebook & Other Social Media
Lead: OPEN
Program Description: A Facebook page for Post 424 has been established. Its purpose is to promote the Post and its activities by posting information, pictures and events notices on the Facebook page.

Program Implementation Date: Continuous

Post 424 Web Sites Program
Lead: OPEN
Program Description: The Post 424 will create a web site. A web site is one of our portals to the world. It's a place where our members and the community at large can find out about whom we are and what we do. Specifically, it provides us an opportunity to promote our programs, and our fund raising events. It's also a place where we can provide membership information to potential new members. Because people who access this site will form an impression about our Post, based simply on what they see or how they can interact with the site, the site itself must be done professionally.

Program Implementation Date: Continuous

Membership Committee
Chairperson: (1st Vice Commander)
Purpose: To obtain, retain and increase the membership of the Post with specific responsibilities for renewals, enrollment of new members, transfers, reinstatements for Post 424.

Goals & Objectives:

- Obtain quota by year end
- Grow our Post membership to a minimum of 100 members
- Recruit sufficient members to Auxiliaries by year end
- Recruit supporters of the Legion to participate in Post 424 programs, projects, and activities.

Programs Supported / Areas of Responsibility:
Annual Membership Enrollment Program
Lead: 1st Vice Commander
Description: Each fiscal year the Membership Committee is charged with meeting the Post membership quota defined by the Department of Ohio. This includes, but is not limited to, managing the renewal of current members and enrolling new members. This program is executed primarily via personal contacts, mailings, and phone calls.

Program Implementation Date: July 1st of each year

Manage Membership Service and Contact Information Task
Lead: OPEN
Responsibility Description: A primary responsibility of the Membership Committee is to maintain and update membership service and contact information. This includes; continuous years of service mailing address, phone numbers and email addresses. Work with the Adjutant to maintain the national membership database with Data Change Forms and direct changes through the Legion portal.

Implementation Date: Continuous

<u>Membership Business Directory Task</u>
Lead: OPEN
Program Description: Supporting veterans, and especially members of our Post, has always been one of our main objectives. To demonstrate this in a meaningful way we are creating Members Business Directory as part of our web site. If a member of Post 424 is self-employed, or offers products and

services for sale, or engages in a hobby that generates income, he/she can create and place an ad on our web site, at no cost, that will run as long as their membership is current. To take advantage of this offer, the member's ad should be the size no larger than a business card (2"x 3"). It can contain a link to the member's web site, if there is one.

Program Implementation Date: Continuous

Membership Drives Program
Lead: OPEN
Program Description: The Membership Committee is responsible for the development and implementation of programs to identify and target new members. This includes, but is not limited to sponsoring; annual membership drives, social events, and other meet and greet opportunities.

Program Implementation Date: Continuous

Post 424 Membership Drive Program
Lead: (Shared responsibility with 1st Vice)
Responsibility Description: The Department of Florida distributes, on a regular basis, a zip code sorted lists of American Legion members who are not affiliated with local Posts. This occurs through telephone contacts, letters, e-mail messages and personal visits to potential members.

Program Implementation Date: Continuous

Post Activities Committee
Chairperson: (2nd Vice Commander)
Purpose: The Post Activities committee is responsible for planning, organizing and executing all post sponsored social and community events. It's also responsible for providing snack and refreshments for all scheduled meetings the Post special events.
Goals & Objectives:

- Develop and sustain a full calendar of post events, including but not limited to service programs and social events that will either enhance the membership experience, or bring members to the Post. •
- Recruit Post Members or Friends of the Legion to participate on the Post 424 Post Activities Committee. •
- Create a Post environment that makes membership an enjoyable and positive experience.

Programs Supported / Areas of Responsibility:
Awards Night Program
Lead: OPEN
Program Description: Each year the Post holds an annual ceremony to recognize members of both the Post and the community for their accomplishments. Those that are recognized include, but is not limited to; Post 424 Scholarship winners, representatives, Girls State representatives, Educator of the Year, and Member Continuous Service Awards. American Legion Post 424 provides funding for this event, including purchase of awards and certificates and refreshments.

Program Implementation Date: July of each year

Marketing Committee (Shared Responsibility with Adjunct)
Program Lead: OPEN
Description: This committee was formed to bring the Events Coordination, Post Activities, Fundraising, Bingo, Internal/External Communications and the Finance Committees together to identify, research, coordinate, and implement marketing strategies to advertise and generate hall rental opportunities, fundraising events, and social activities. Since inception its mission has expanded to identify research and recommend to the EC for implementation, new revenue opportunities. Another primary goal of this committee is to optimize the advertising expenses associated with bingo, fundraising, events, and hall rentals. It is also responsible for all event pricing, except bingo.

Implementation Date: Continuous

Meeting Refreshments Program
Lead: OPEN
Program Description: The Post activities committee provides refreshments associated with all "General Membership" meeting. To complete this task, he/she may need to coordinate with the "House" chair for the purchase of beverages, snacks and other supplies that may be needed.

Program Implementation Date: Continuous

Service, Veterans Affairs, Economic and Legislative Committee
Chairperson: (Service Officer)
Purpose: This committee is a key component with combined responsibilities fulfilling the Post's needs in several administrative areas. First, it assists veterans in such areas as filing claims, obtaining copies of lost official documents, and the replacement of service medals/ribbons. Furthermore, assists veterans in securing hospitalization, visiting ailing/bereaved comrades and family members, veteran contacts, on-the-job training needs and pension concerns. In addition, this committee assists veterans in searching for employment, to include aiding veterans in overcoming economic problems involving employment, veteran's preferences, housing concerns, civil service appeals, and employment of both handicapped as well as older workers. Coordinate and facilitate transition for active duty personnel from the immediate area between military and civilian status and assist family members in their absence. It also acts as coordinator with the local Veterans Service Commission, the VA/VA Hospital, and with other service personnel for the betterment of the veteran. Lastly, it disseminates legislative updates; establishes, maintains and promotes proactive grassroots lobbying activities; and establishes and maintains a liaison with elected officials and their staffs. All activities must be in compliance with Section 2, Article II of the Constitution of The American Legion: "The American Legion shall be absolutely non-political and shall not be used for the dissemination of partisan principles or for the promotion of the candidacy of any person seeking public office or preferment." This committee would also ensure that the Post home be free

of any political materials that would appear to be an endorsement of a particular candidate.

Goals & Objectives:

- Maintain our "Military Assistance Program"
- Identify and support activities and programs that benefit both veterans in need, and active duty personnel.

Programs Supported / Areas of Responsibility:

Disseminate Legislative Updates to Membership Program
Lead: OPEN
Responsibility Description: Establish a network of information sources. Obtain information on legislation (both State and Federal) and distribute to membership along with any American Legion positions. Implementation Date: Continuous VA and Other Entitled Benefits Program Lead: Charlie Cleves Responsibility Description: Assist members who are having trouble obtaining VA and other entitled benefits.

Implementation Date: Continuous

Military Family Support Program
Lead: OPEN
Description: In support of military programs the Post will budget Cfunds to help active duty military families who have a documented need as resources are available. It's assumed that requests for this kind of support may come from multiple sources. Expectations are that each case will be decided on an individual case basis, by a vote of the Executive Committee. This program is funded by American Legion Post 424

Program Implementation Date: On going

Uniformed Ceremony Committee
Chairperson:(Sergeant-at-Arms)

CRA AGENDA ITEM REQUEST

ITEM: Consideration and approval for disposition of a CRA-owned property located at 1342 MLK Blvd (Parcel No. 17367-000-000) in the Downtown North District to American Legion Post #424.

BACKGROUND INFORMATION: In an effort to eliminate slum and blight and promote redevelopment within the Downtown North CRA District, the Panama City CRA purchased the property located at 1342 MLK Blvd (Parcel No. 17367-000-000) for $200,000.00 in 2016. The existing structure (former Lee Motel) was surveyed for asbestos and demolished by the CRA at a total cost of $28,680. The property consists of approximately 7,800 square feet (0.179 acres) with approximately 61 feet of frontage along the east side of MLK Boulevard and extends approximately 107 feet in depth. To assist in determining market value, the CRA obtained an independent appraisal from Giles Appraisal Group on July 23, 2025 valuing the property at $61,000. Adding the cost of this appraisal, the CRA has a total investment of $230,480 in this property.

Following an inquiry from a community organization expressing interest in purchasing and developing the parcel in a manner consistent with the objectives of the CRA Redevelopment Plan, and with approval from the CRA Board at its September 2, 2025 meeting, staff published a Public Notice for Disposal of Land pursuant to Section 163.380(3)(a), Florida Statutes. The American Legion Post #424 was the sole respondent to the notice, and negotiations commenced on October 27, 2025. During the initial meeting, staff determined that sealed and approved building plans for the proposed development had not yet been completed. At the request of the American Legion's representative, Michelle Bryant, the follow-up meeting was postponed until January 2026 to allow additional time to finalize the building plans for submission to the City. During subsequent follow-up efforts, staff was informed that the American Legion was working with Mayor Branch on development details. No further communication was received until an agenda item requesting approval of the property's purchase was placed on the July 28, 2026 City Commission agenda. The City Commission voted to approve the sale of the property, contingent upon approval by the CRA Board. Upon receipt of stamped and approved building plans, the proposed sale would qualify for a 90% discount from the Comparable Market Price under the recently adopted SPARK Program guidelines. CRA Board approval is required to authorize the sale and complete the transaction.

DEPARTMENT RECOMMENDATION: Staff recommends approval of the sale of the CRA-owned parcel located at 1342 MLK Boulevard (Parcel No. 17367-000-000) to American Legion Post #424 for 10% of the Comparable Market Price, contingent upon receipt of stamped and approved building plans and satisfaction of all applicable SPARK Program eligibility requirements.

BUDGET IMPACT

Budgeted? Yes ☐ No ☐ How much budgeted? Click here to enter text.
If more, where do you suggest funds come from?

COST CENTER AFFECTED:

- ☐ Personnel $
- ☐ Operating $
- ☐ Capital $
- ☐ Revenue $

Prepared By:	Lena Webb, Program Manager	Date: 07/29/26
Reviewed By:	Brandy Waldron, CRA Deputy Executive Director	Date: 07/29/26
Approved By:	Jonathan H. Hayes, CRA Executive Director	Date: 07/29/26