



Downtown Improvement Board
Regular Monthly Meeting
Tuesday Oct 28th, 2025, 7:30
AGENDA

- I. Call to Order
 - a. Remarks from Chairman
- II. Recurring Agenda
 - a. Meeting was properly noticed.
 - b. *Approval of the proposed meeting agenda for October 28th, 2025
 - c. *Approval of the minutes from the regular meeting of the DIB on September 30th, 2025
 - d. *Approval of the September Financials
- III. On-Going Business
 - a. PPD Report
 - b. Spotless Report
 - c. Marketing Report
 - d. Palafox Market
- IV. New Business
 - a. *PPD MOU Agreement Amendment
 - b. *Audit Engagement Letter with Warren Averett
 - c. The New Palafox Update -Walker Wilson
 - d. All I Want/Holiday Haul/Lighting Ceremony- November 5th
- VIII. Public Comment
- IX. Adjournment

Next meeting – November 18th, 2025
(*) = approval item



**Downtown Improvement Board
Regular Monthly Meeting**

Tuesday Sep 30th, 2025, 7:30

AGENDA

Attendance: Chris McKean, Chairman, Nathan Holler, William Merrill, Allison Patton, Gregg Harding, Walker Wilson, Executive Director, Cailin Feagles, Director of Operations & Events

I. Call to Order

- a. The meeting is called to order at 7:35 AM.

II. Recurring Agenda

- a. Mr. Walker Wilson confirmed the meeting has been properly noticed.
- b. The proposed meeting agenda for September 30th, 2025 is motioned by Nathan Holler and seconded by William Merrill, and unanimously approved.
- c. The minutes from the regular meeting held on August 19th, 2025 are motioned, seconded, and unanimously approved.
- d. The August financials are motioned, seconded, and unanimously approved.
 - Overall income for the year is over budget
 - Palafox Market income is under budget for the year. Carlee Norman will be working as Cailin Feagles assistant this year and will begin closer vendor tracking to aid in budget planning for Palafox Market income.
 - Economic development over budget for the year from special event grants, shop local campaign, and other projects.

III. On-Going Business

a. PPD Report

- There are ongoing issues with car meets at the stadium and the Jefferson Street Parking Garage. These issues are still being monitored.
- There have been several noise complaints from Southtown residents that have been addressed.
- Wild Greg's has started hiring off-duty officers for additional security coverage
- Any questions or concerns related to open carry laws should be directed to the City for clarification and official guidance.

b. Spotless Report

- Spotless team is thanked for their continued efforts in keeping downtown clean and well-maintained.
- Pressure washing is ongoing and progressing as planned.
- The team reported a successful weekend of cleanup following Seafood Festival
- Ambassadors are asked to give some extra attention to the Puppy Pad this month.

c. Marketing Report

- Downtown Pensacola/Palafox Market received five Best of the Coast awards.
- The stickers for the dog bag dispensers were delivered and have been placed on the



dispensers to help ambassador team identify and refill as needed.

- Economic Development campaign efforts are ongoing, including digital ads, social media content, and promotional materials.
- Promotion for the Halloween Market continues.

d. Palafox Market

- The trolley program is going well, with attendance increasing during the fall season.
- The Holiday market preparation is underway. The market will run five weeks on Wednesdays, November 19th-December 17th. Vendors must participate in all five weeks and be approved regular market vendors to join. Vendors unable to commit to all five weeks can participate in the Holiday Lighting Event on November 5 and may add additional Saturdays if space is available. Currently, close to 60 vendors have expressed interest.

IV. New Business

a. The New Palafox Marketing Plan – Caron Sjoberg

- Ch 3 WEAR Ad Buy for The New Palafox Plan – Bill Creedon
- A new marketing plan was presented to address ongoing downtown construction and its impact on local businesses.
- Key strategies include: Creating a central hub where the community can access construction updates and relevant downtown information, implementing a live feed to allow residents and visitors to view construction progress in real time, launching a Downtown Gift Card portal to encourage shopping locally, with consideration for producing physical gift cards.
- This plan will be revisited at next meeting after sharing project plans and costs with the City.

b. *Executive Director Annual Review – Proposed Raise 3.6% (Contract Allows up to 10% annual base pay increase)

- There is a motion to for an increase to a 5% raise. The motion is seconded, and unanimously approved.

c. *2025/2026 Final Budget Adjustment

- Motioned, seconded, and unanimously approved

VIII. Public Comment

IX. Adjournment

- Meeting is adjourned at 9:47 AM.

Next meeting – October 21st, 2025
(*) = approval item

DOWNTOWN IMPROVEMENT BOARD

Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

September 2025

	Sep 25	Budget	\$ Over Budget	Oct '24 - Sep 25	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
1301 · Co-Op Participation	3,840.82	6,156.67	-2,315.85	61,712.48	73,880.00	-12,167.52	73,880.00
4010 · Ad Valorem Revenue	0.00	0.00	0.00	814,524.91	792,504.00	22,020.91	792,504.00
4015 · CRA Interlocal Income	0.00			628,759.19	628,759.00	0.19	628,759.00
4020 · Website Membership and Map Program Revenue	0.00	41.67	-41.67	0.00	500.00	-500.00	500.00
	20,395.00	22,166.67	-1,771.67	255,315.00	266,000.00	-10,685.00	266,000.00
4900 · Sales Tax Collected - Rent	-689.68	-1,000.00	310.32	-8,661.95	-12,000.00	3,338.05	-12,000.00
Total Income	23,546.14	27,365.01	-3,818.87	1,751,649.63	1,749,643.00	2,006.63	1,749,643.00
Gross Profit	23,546.14	27,365.01	-3,818.87	1,751,649.63	1,749,643.00	2,006.63	1,749,643.00
Expense							
3001 · Compactor - Waste Services	0.00	6,000.00	-6,000.00	56,383.14	72,000.00	-15,616.86	72,000.00
3002 · Compactor Lease	0.00	0.83	-0.83	0.00	10.00	-10.00	10.00
3004 · Compactor - Security Fees	128.94	116.67	12.27	1,430.58	1,400.00	30.58	1,400.00
3005 · Compactor - Repair	0.00			207.46			
3007 · Compactor - Electric	39.15	39.17	-0.02	447.51	470.00	-22.49	470.00
5000 · CRA Interlocal Payment	0.00			628,759.19	628,759.00	0.19	628,759.00
5001 · Salaries, Benefits & Taxes	8,294.76	9,004.08	-709.32	107,285.35	108,049.00	-763.65	108,049.00
5004 · Insurance Expense-Other	32.58			390.96			
5005 · Workers Comp Insurance	38.25	500.00	-461.75	459.00	500.00	-41.00	500.00
5006 · Board Meetings	0.00	20.83	-20.83	0.00	250.00	-250.00	250.00
5007 · Annual Meeting	0.00	20.83	-20.83	0.00	250.00	-250.00	250.00
5009 · Bank Charges	35.00	16.67	18.33	421.29	200.00	221.29	200.00
5012 · Office Rent	1,319.85	1,412.58	-92.73	15,826.10	16,951.00	-1,124.90	16,951.00
5013 · Office Supplies	82.49	125.00	-42.51	1,490.25	1,500.00	-9.75	1,500.00
5014 · Office Equipment/Software	352.13	250.00	102.13	4,468.14	3,000.00	1,468.14	3,000.00
5015 · Postage	78.00	16.67	61.33	488.95	200.00	288.95	200.00
5016 · Telecommunications	374.86	291.67	83.19	4,415.95	3,500.00	915.95	3,500.00
5018 · Website Hosting	22.19	541.67	-519.48	2,716.48	6,500.00	-3,783.52	6,500.00
5019 · Computer Support/Email Leasing	994.89	208.33	786.56	5,404.80	2,500.00	2,904.80	2,500.00
5020 · Dues, Subscriptions, Publicatio	494.99	291.67	203.32	4,641.56	3,500.00	1,141.56	3,500.00
5021 · Travel Entertainment & Educ.	0.00	166.67	-166.67	2,473.62	2,000.00	473.62	2,000.00
5023 · Marketing Consultants	8,208.75	6,833.33	1,375.42	76,247.96	82,000.00	-5,752.04	82,000.00
5024 · Bookkeeping	0.00	958.33	-958.33	13,080.00	11,500.00	1,580.00	11,500.00
5025 · Audit	0.00			14,000.00	14,000.00	0.00	14,000.00
5026 · Legal Counsel							
5026 · Legal Counsel - Other	15,813.25	250.00	15,563.25	15,893.25	3,000.00	12,893.25	3,000.00
Total 5026 · Legal Counsel	15,813.25	250.00	15,563.25	15,893.25	3,000.00	12,893.25	3,000.00
5027 · Economic Development	14,406.39	9,583.33	4,823.06	127,937.48	115,000.00	12,937.48	115,000.00
5028 · Arts and Culture	0.00	631.80	-631.80	0.00	7,581.60	-7,581.60	7,581.60
5029 · Donation to Friends of Downtown	85,000.00	85,000.00	0.00	85,000.00	85,000.00	0.00	85,000.00
5030 · Insurance- General Liability	1,156.08	1,083.33	72.75	13,872.96	13,000.00	872.96	13,000.00
5227 · PPD Security	2,800.00	6,250.00	-3,450.00	70,735.00	75,000.00	-4,265.00	75,000.00
6000 · Palafox Market	16,303.13	20,663.33	-4,360.20	264,490.48	254,000.00	10,490.48	254,000.00
7000 · Ambassador Program	20,837.54	20,835.20	2.34	250,050.48	250,022.40	28.08	250,022.40
Total Expense	176,813.22	171,111.99	5,701.23	1,769,017.94	1,761,643.00	7,374.94	1,761,643.00
Net Ordinary Income	-153,267.08	-143,746.98	-9,520.10	-17,368.31	-12,000.00	-5,368.31	-12,000.00
Other Income/Expense							
Other Income							
Voided Checks	342.00			1,547.50			
4980 · Sales Tax Collection Allowance	16.83			214.42			
4960 · Interest Income	462.88	1,000.00	-537.12	7,574.45	12,000.00	-4,425.55	12,000.00
Total Other Income	821.71	1,000.00	-178.29	9,336.37	12,000.00	-2,663.63	12,000.00

DOWNTOWN IMPROVEMENT BOARD

Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

September 2025

	Sep 25	Budget	\$ Over Budget	Oct '24 - Sep 25	YTD Budget	\$ Over Budget	Annual Budget
Net Other Income	821.71	1,000.00	-178.29	9,336.37	12,000.00	-2,663.63	12,000.00
Net Income	-152,445.37	-142,746.98	-9,698.39	-8,031.94	0.00	-8,031.94	0.00

DOWNTOWN IMPROVEMENT BOARD

Palafox Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

February 2025

	Feb 25	Budget	\$ Over Budget	Oct '24 - Feb 25	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
Program Revenue							
4030 · Palafox Market Vendor	14,000.00	22,166.67	-8,166.67	109,760.00	110,833.31	-1,073.31	266,000.00
Total Program Revenue	14,000.00	22,166.67	-8,166.67	109,760.00	110,833.31	-1,073.31	266,000.00
Total Income	14,000.00	22,166.67	-8,166.67	109,760.00	110,833.31	-1,073.31	266,000.00
Gross Profit	14,000.00	22,166.67	-8,166.67	109,760.00	110,833.31	-1,073.31	266,000.00
Expense							
6000 · Palafox Market							
6001 · Palafox Market Project Mgmt	6,543.68	7,238.20	-694.52	34,958.22	36,191.00	-1,232.78	86,858.40
6003 · Permits / Street Closure	0.00	220.83	-220.83	0.00	1,104.19	-1,104.19	2,650.00
6004 · Portable Toilet Rental	2,420.00	916.67	1,503.33	6,000.00	4,583.31	1,416.69	11,000.00
6005 · Market Anniversary Celebration	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
6006 · Farm Visit- Mileage Reimburseme	0.00	20.83	-20.83	0.00	104.19	-104.19	250.00
6007 · Marketing	2,281.25	3,166.67	-885.42	16,807.10	15,833.31	973.79	38,000.00
6011 · Market App Program Fee	0.00	158.33	-158.33	0.00	791.69	-791.69	1,900.00
6012 · Market Security	2,000.00	1,833.33	166.67	19,120.00	9,166.69	9,953.31	22,000.00
6015 · Bathroom Construction	3,390.00	3,390.00	0.00	13,560.00	16,950.00	-3,390.00	40,680.00
6016 · Travel, Entertainment & Educati	0.00	41.67	-41.67	0.00	208.31	-208.31	500.00
6017 · P. M. Holiday Market (Perm/Cop)	0.00			0.00	4,540.00	-4,540.00	4,540.00
6018 · Market Cleaning Labor	3,677.21	3,676.80	0.41	18,386.05	18,384.00	2.05	44,121.60
Total 6000 · Palafox Market	20,312.14	20,663.33	-351.19	108,831.37	107,856.69	974.68	254,000.00
Total Expense	20,312.14	20,663.33	-351.19	108,831.37	107,856.69	974.68	254,000.00
Net Ordinary Income	-6,312.14	1,503.34	-7,815.48	928.63	2,976.62	-2,047.99	12,000.00
Net Income	-6,312.14	1,503.34	-7,815.48	928.63	2,976.62	-2,047.99	12,000.00

DOWNTOWN IMPROVEMENT BOARD
Balance Sheet - For Management Use Only
As of September 30, 2025

	Sep 30, 25
ASSETS	
Current Assets	
Checking/Savings	
101 · Cash - Synovus- 0237 Operating	12,685.06
103 · Synovus - Money Market	144,274.78
Total Checking/Savings	156,959.84
Other Current Assets	
161 · Prepaid Expenses	2,488.06
140.9 · Due from Downtown Pens Alliance	160.25
140.5 · Due from Friends of Downtown	19,780.07
162 · City of P-Clean Up Deposit/Perm	1,000.00
164 · Prepaid Insurance	1,204.08
Total Other Current Assets	24,632.46
Total Current Assets	181,592.30
Fixed Assets	
Puppy Pit Stop Project	72,745.00
240 · Equipment	171,690.91
260 · Furniture & Fixtures	6,982.81
275 · Website Capitalized	10,850.00
300 · Less Accumulated Depreciation	-161,333.37
Total Fixed Assets	100,935.35
TOTAL ASSETS	282,527.65
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
450 · Accounts Payable	4,790.22
Total Accounts Payable	4,790.22
Other Current Liabilities	
Accrued Salaries	3,843.68
481 · Sales Tax Payable	689.68
453 · 403(b) Employer Contribution	965.08
458 · Due to 403(b) - Employee Contr	784.62
471 · Payroll Liabilities	1,867.86
4849 · Deferred Revenue Sign Maint	5,000.00
Total Other Current Liabilities	13,150.92
Total Current Liabilities	17,941.14
Total Liabilities	17,941.14
Equity	
32000 · Unrestricted Net Assets	290,492.47
587 · Fund Balance	
302-001 · Audit Reclass	187,142.98
587 · Fund Balance - Other	-205,017.00
Total 587 · Fund Balance	-17,874.02
Net Income	-8,031.94
Total Equity	264,586.51
TOTAL LIABILITIES & EQUITY	282,527.65

DIB - Sep 25

<u>Code</u>	<u>Description</u>	<u>Current Month</u>	<u>YTD</u>
Income	<i>Overview</i>	<i>\$3,800 Under Budget</i>	<i>\$2,000 Over Budget</i>
4030	Palafox Market	\$1,700 Under Budget	\$10,700 Under Budget
Expense	<i>Overview</i>	<i>\$5,700 Over Budget</i>	<i>\$7,300 Over Budget</i>
5001	Salaries, Benefits & Taxes	\$700 Under Budget	\$760 Under Budget
5023	Marketing	\$1,300 Over Budget	\$5,700 Under Budget
6007	P.M. Marketing	\$900 Under Budget	\$900 Over Budget
5027	Economic Development	\$4,800 Over Budget	\$12,900 Over Budget
6000	Palafox Market	\$4,300 Under Budget	\$10,400 Over Budget
7000	Ambassador Program	On Budget	On Budget

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF
PENSACOLA, FLORIDA
AND
DOWNTOWN IMPROVEMENT BOARD

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made effective as of the 1st day of October, 2025 by and between the City of Pensacola, a Florida municipal corporation (hereinafter referred to as the “City”), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board, a public body corporate and politic of the State of Florida (hereinafter referred to as the “DIB”), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a “party” or, collectively, as “parties”).

WITNESSETH:

WHEREAS the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the “DIB District”); and

WHEREAS the Pensacola Downtown Improvement Board Act authorizes the DIB to enter into agreements with other governmental agencies or public bodies; and

WHEREAS, the DIB wishes to address and improve issues faced in the DIB District that include, without limitation, vehicle noise, safety in the Jefferson Street parking garage, and late-night security following events (collectively, the “Security Enhancements”); and

WHEREAS the DIB does not have nor exercise police powers nor employ police officers as needed to undertake the Security Enhancements; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the DIB by focusing resources upon the Security Enhancements in an effort to improve the health, safety and welfare of the DIB District and its inhabitants; and the City and

the DIB are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the DIB District, benefit the local economy, and be of substantial benefit to the DIB and the City by jointly undertaking Security Enhancements within the DIB District;

WHEREAS the parties desire to enter into this MOU setting forth the terms, conditions and responsibilities of a coordinated and collective effort to improve and facilitate redevelopment in the DIB District through Security Enhancements; and

WHEREAS the parties have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: Purpose

1.1 Purpose

The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU. It is also the purpose of this MOU to define and delineate the responsibilities and obligations of the parties to this MOU, and to express the desire of the parties to cooperate to accomplish the purposes and expectations of this MOU.

Article 2: Project

2.1 Description.

The DIB shall and hereby does engage the City, at the DIB's expense, to provide overtime duty police officers to implement the Security Enhancements (the "Project"). The overtime officers contemplated by the Project will be provided at the times, dates and locations in the DIB District as reasonably requested in advance by the DIB, subject in all respects to officer availability and any other constraints or limitations of the City.

The City, in consultation and cooperation with the DIB, shall be responsible for and shall oversee administration of the Project.

2.2 DIB Payments.

The parties mutually acknowledge and agree that for any given fiscal year (October 1st through September 30th) the DIB will be responsible to the City for no less than \$75,000 annually for the Project as described in Section 2.1. The City shall deliver quarterly statements to the DIB, for the costs associated with the Project in the immediately preceding calendar quarter. The DIB shall deliver payment to the City within 30 days of receipt of any such invoice. In the event the combined total of all four quarterly invoices is less than \$75,000, DIB shall deliver with its final quarterly payment a supplemental payment ensuring the total sum delivered to the City for the Project for the immediately preceding year is not less than \$75,000.

Article 3: General Provisions

3.1 Term and Termination.

(a) This MOU shall remain in place until terminated, but for no longer than three (3) years from its inception.

(b) This MOU may be terminated by either party for convenience at any time.

3.2 Headings.

Headings and subtitles used throughout this MOU are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.3 Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this MOU, shall survive the termination of this MOU.

3.4 Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this MOU shall be in the City of Escambia.

3.5 Severability.

The invalidity or non-enforceability of any portion or provision of this MOU shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this MOU and the balance hereof shall be

construed to enforce as if this MOU did not contain such invalid or unenforceable portion of provision.

3.6 Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this MOU.

3.7 No Waiver.

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this MOU.

3.8 Notices.

All notices required or made pursuant to this MOU by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE DIB:

Executive Director

226 South Palafox Street, Suite 106

Pensacola, FL 32502

TO THE CITY:

City Administrator

222 West Main Street

Pensacola, FL 32502

Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this section.

3.9 Termination of Prior MOU.

The parties hereto are parties to that certain Memorandum of Understanding between the City of Pensacola, Florida and the Downtown Improvement Board dated July 7, 2023 ("Prior MOU"). The parties agree that, upon execution of this MOU, the prior MOU is and shall automatically be terminated and of no further force or effect.

3.10 Liability

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and DIB, as public agencies of the State of Florida as defined in

§768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this MOU.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU effective as of the date set forth above.

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Attest:

City Clerk

Approved as to substance:

Chief of Police

Approved as to form:

City Attorney

Signature page – MOU

**PENSACOLA DOWNTOWN
IMPROVEMENT BOARD**

Sign: _____

Print: _____

Title: _____

Attest:

Secretary

Signature page - MOU



PENSACOLA DOWNTOWN IMPROVEMENT BOARD
TERMS OF ENGAGEMENT
OCTOBER 23, 2025

Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for Pensacola Downtown Improvement Board (the Board/ Client). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This letter is intended to communicate the terms of our engagement with management and those charged with governance.

Audit Scope and Objectives

We will audit the Board's general fund and governmental activities as of and for the year ended September 30, 2025, which collectively comprises the financial statements. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of budget to actual for the General Fund

We will examine the compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*, of the Board as of September 30, 2025. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the Board, complied, in all material respects, with Chapter 10.550, *Rules of the Auditor General*. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement. Our examination engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and

Terms of Engagement is a standard firm document signed by the firm and all clients of the firm that ensures both the firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement.

Sep 2025 TF

are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provision of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of

the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the Client in conformity with accounting principles generally accepted in the United States of America and Chapter 10.550, *Rules of the Auditor General* based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with

Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Warren Averett, LLC and is confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify Management of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

During the course of our engagement, we may communicate with Management using electronic media (e-mail or client portal). Management understands and authorizes this method of communication with the understanding this may include sensitive material including drafts of financial statements and final copies of financial statements for distribution through electronic means.

Kristen R. Mcallister, CPA, CGFM is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in November 2025. We expect to issue our report no later than December 2025.

Fees

Our fees for these services will be \$14,000 plus any out of pocket costs. Other requested services will generally be billed at our rates discussed in the proposal. Upon completion of services provided, this agreement shall terminate. This agreement has an option to renew annually at the discretion of the Client. However, either party to this agreement may terminate by giving the other party 30 days written notice and Warren Averett, LLC shall be entitled to whatever remuneration for services provided that has accrued through the date of termination.

In addition to the professional fees set forth in this engagement agreement, we will apply a "Technology Investment Fee" of 3% to the total professional fees incurred. This additional fee supports our continuing investment in advanced technologies, data security, and digital infrastructure that will directly enhance the quality, security, efficiency, and delivery of the services provided herein. This fee amount will be likewise separately itemized on each invoice you receive for our services herein.

Billing

Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

Reporting

We will issue a written report upon completion of our audit of the Client 's financial statements. Our report will be addressed to those charged with governance of the Client . Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state 1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Board is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Detection

This engagement will not include any procedures designed to detect fraud, theft, or illegal acts, and the Client agrees that we will have no responsibility to do so.

Limitations of Liability

Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of

warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages. Warren Averett, LLC's members, principals and employees shall have no liability or obligations arising out of this engagement letter. Client agrees that should Client bring any claim or other legal proceeding of any nature arising from the services provided pursuant to this engagement letter, such claim or legal proceeding shall only be pursued against Warren Averett, LLC.

Conditions Precedent

Client agrees that Warren Averett, LLC shall have no liability under this Agreement or arising under this engagement unless written notice of Warren Averett, LLC's alleged liability shall have been given by Client to Warren Averett, LLC within one (1) year following the later of (i) the date the Client is informed of the engagement's termination or, (ii) the last date services were provided to the Client. If the matter cannot be resolved amongst Warren Averett, LLC and the Client within thirty (30) days of the date of such written notice (or such longer period as the parties may agree to in writing), the parties shall participate in non-binding mediation before any litigation or other dispute resolution proceeding is commenced (unless the parties jointly agree in writing to waive this requirement).

Joint Preparation

The parties to this Agreement represent and acknowledge that they have had an opportunity to obtain legal, financial, or other representation to assist them in drafting, negotiation, and execution of this Agreement, and that they have availed themselves of this opportunity to the extent they desired. The parties further represent and acknowledge that they jointly participated in the negotiation and drafting of this Agreement, and that any ambiguity herein shall not be construed for or against any party under the doctrine of *contra proferentem* or any other theory. The parties agree that neither party shall claim that an advantage was obtained by either party due to representation or drafting.

Dispute Resolution

By signing this agreement, you agree that any controversies, issues, disputes or claims ("Disputes") arising out of or relating to this Agreement, or any services provided by Warren Averett, LLC, shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Warren Averett, LLC as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of the service provider, or if it has jurisdiction, a federal court in Birmingham, Alabama (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in the Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U. S. mail services and other interstate courier services.

Legal Fees

In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement or to enforce the terms of this Agreement, and legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas and/or depositions or other testimony related to your records and our work done for you in connection with an engagement thereon.

Invalidation

In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

Warren Averett Connect

Warren Averett Connect is a tool for the sharing of information between the Client and Warren Averett, LLC. Warren Averett Connect is not designed to store Client information and documents. Client is responsible for maintaining backup to all Client data provided to and by Warren Averett, LLC.

Indemnity

The Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

Employment

In the event you desire to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to you by us, you agree to consult with us concerning such employment. In addition, if you employ such employee, you agree Warren Averett, LLC has the option to receive a reasonable placement fee from you, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your tax return information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Term

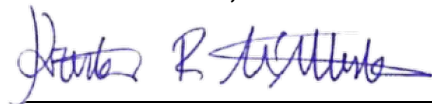
This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

Amendment

The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the “Audit Scope and Objectives” section herein (the “Current Specified Services”) and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the “Audit Scope and Objectives” section herein (the “Current Specified Services”). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

We appreciate the opportunity to be of service to you and believe this contract accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you are in agreement with the terms of our engagement as described in this contract, please sign a copy and return it to us.

Warren Averett, LLC:



Signature

Kristen R. McAllister, CPA, CGFM

Print Name

Member

Title

October 23, 2025

Date

Pensacola Downtown Improvement Board :

Signature

Print Name

Title

Date

**all I
want**
holiday giveaway

DOWNTOWN

Daily+ Weekly
Drawings+
\$1,000
Grand Prize!

Shop,
Dine & play
downtown.
Upload receipts
to enter.

Brought to you by Downtown Merchants and the Downtown Improvement Board.

2025 HOLIDAY PROMOTION MERCHANT TOOLKIT



2025 HOLIDAY PROMOTION MERCHANT TOOLKIT

It's time for the "All I Want" Downtown holiday sales promotion, which drives locals and visitors downtown to shop, dine, and play. DIB received more than \$90,000 in receipts from downtown restaurants, bars, and shops uploaded by participants in 2024 and look forward to an even greater response this holiday season.

We've seen a big jump in overall participation, social media engagement, and media coverage over prior years, and this difference has been tied to the addition of the daily prize drawings made possible by the generous contributions from all of you.

With your help again this year, we will have a daily prize winner leading-up to the \$1,000 Downtown Shopping Spree Grand Prize winner.

CAMPAIGN PERIOD: NOV 5 - DEC 17, 2025

WEBSITE: downtownpensacola.com/alliwant

OFFICIAL RULES: [PLEASE READ OFFICIAL RULES HERE](#)

HOW IT WORKS (FOR CUSTOMERS):

The Downtown Improvement Board and downtown merchants are giving you the opportunity to WIN daily prizes, weekly prizes, AND a \$1,000 gift card(s) to downtown merchants! All you have to do is upload your receipts from any downtown shop, restaurant, bar or gallery dated between Nov 5-Dec 17, 2025. For every \$10 you spend, you'll get one entry. Enter as often as you'd like! By participating, you agree to be bound by the Official Rules. Void where prohibited.

HOW TO ENTER: (FOR CUSTOMERS)

How to Enter:

1. Make a Purchase Downtown Between 11/5/2025-12/17/2025.
2. Upload Receipts Below.
3. You're Entered to Win!*

*One entry for every \$10 you spend.

You may combine qualifying receipts to reach the \$10 minimum. Just take one photo of multiple receipts and make sure that all receipts are clearly visible to be eligible.

Each entry must be completed in full and include a receipt that verifies the purchase information for entry to be valid. All duplicate receipts will be voided.



2025 HOLIDAY PROMOTION MERCHANT TOOLKIT

PRINT COLLATERAL

- 24"x36" A-Frame Posters
- 8.5"x11" Acrylic Stand Inserts*
- 4"x6" bag stuffers*
- 4"x4" beverage (bar) coasters*
- 8"x8" front door / window cling*
- 24"x24" sidewalk decal
- 32"x72" Palafox Marquee poster

*To be provided to participating merchants prior to campaign kick-off on Nov. 5

A-FRAME POSTER



8.5X11 FLYER/INSERT



4"x6" BAG STUFFER



MARQUEE POSTER



SIDEWALK DECAL



WINDOW CLING



COASTER





2025 HOLIDAY PROMOTION MERCHANT TOOLKIT

DIGITAL ASSETS

- E-news header
- Digital version of Flyer*
- All I Want Logo*
- Individual png images for use*
- Receipt image w/ QR code*
- QR code*

*To be provided to participating merchants
prior to campaign kick-off on Nov. 5

IMAGE ASSETS



8.5X11 FLYER/INSERT



RECEIPT IMAGE



Upload your
receipt here
for a chance
to win \$1,000



Brought to you by Downtown Merchants and the DIB.

QR CODE



**DOWN
TOWN**



2025 HOLIDAY PROMOTION MERCHANT TOOLKIT

SOCIAL MEDIA ASSETS

FB and IG posts

IG story -.mov file
(note space on posts &
stories for logo, etc)

Social post image ideas
examples using digital
assets

*To be provided to
participating merchants
prior to campaign kick-off
on Nov. 5

SOCIAL MEDIA STORY



SOCIAL MEDIA POSTS



[DOWNLOAD TOOLKIT HERE >](#)