

**DESTIN CITY COUNCIL MEETING
OCTOBER 7, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Transparency*****

CALL TO ORDER

*** INVOCATION (Pastor Kevin Wendt, Grace Lutheran Church)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation - American Cancer Society's Making Strides Against Breast Cancer of the Emerald Coast for 2024

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

- A. 2025 OCPLC Interlocal Library Agreement
- B. Civic Plus Master Services Agreement Memorialization
- C. Property & Casualty Insurance Renewals FY25
- D. Approval of minutes of September 23, 2024 Special City Council Meeting
- E. Approval of minutes of September 16, 2024 Regular City Council Meeting
- F. Approval of minutes of August 26, 2024 City Council Workshop - LDC Rewrite

4. CITY MANAGER REPORTS

- A. 2024 Debt Issuance RFQ Underwriters and Bank Loan
- B. Fire District Dock - Boat Slip Lease
- C. RFP 24-05-REC Clement Taylor Park Renovations Contractor Selection
- D. Destin High School Baseball Field
- E. Announcements

5. PUBLIC HEARINGS

- A. First reading of Ordinance 24-09-LC - Relating to sign requirements for prohibited off-premises signs; providing for amendments to the Land Development Code relating to billboards and digital billboards; providing for the amendment of the Land Development Code, Article 16 - Signs; amending Section 16.03.00 - Prohibited Signs; providing for criteria for council, approval of an agreement allowing for such off-premises signs pursuant to specified criteria.

- B. First reading of Ordinance 24-15-CC - Relating to livery vessels; amending Sections 13-141 "Definitions" and 13-144 "Application for Permit" of the City of Destin Code or Ordinances.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

- A. Councilmember Stephens
- B. Councilmember Geile
 - 1) Projects Status/Updates
- C. Councilmember Destin
- D. Councilmember Bagby
 - 1) Proactive Code Compliance - Discussion
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney

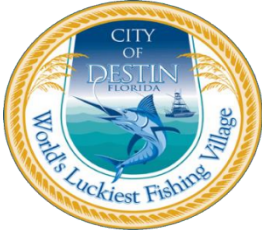
7. PUBLIC COMMENTS (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

8. ADJOURN

****** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.***

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.



City of Destin

Proclamation

American Cancer Society Making Strides Against Breast Cancer of the Emerald Coast

WHEREAS, breast cancer is the most common cancer diagnosed among women in the United States, and it is the second leading cause of death from cancer among women; and

WHEREAS, in 2022, the United States had an estimated 287,850 new cases of invasive breast cancer diagnosed among women, 43,250 women deaths because of the disease, and more than 4 million women had a history of invasive breast cancer or were living with the disease; and

WHEREAS, in 2022, the United States had approximately 2,710 new cases of invasive breast cancer diagnosed among men and 530 male deaths due to the disease; and

WHEREAS, the City of Destin publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS, the Making Strides Against Breast Cancer program is a three-to-five mile non-competitive walk that has collectively grown into the largest network of breast cancer awareness events in the nation, uniting communities with a shared determination in the fight to end breast cancer; and

WHEREAS, the Making Strides Against Breast Cancer program is uniting our communities and raising money to help the American Cancer Society fund breakthrough breast cancer research, provide free information and support, and help reduce breast cancer risk or allow easy detection so that it may be more treatable; and

WHEREAS, the Making Strides Against Breast Cancer of the Emerald Coast envisions a future where our children no longer live with the threat of breast cancer and where everyone has a fair and just opportunity to prevent, find, treat, and survive this disease; and

WHEREAS, supporting the Making Strides Against Breast Cancer of the Emerald Coast movement will help ensure the American Cancer Society can continue fighting for that same vision.

NOW, THEREFORE, I, Bobby Wagner, by virtue of the authority vested in me as Mayor of the City of Destin, do hereby Proclaim and Recognize the month of October 2024 as **MAKING STRIDES AGAINST BREAST CANCER MONTH** in Destin and encourage citizens to help save lives from breast cancer by decorating their businesses and neighborhoods in PINK as part of the movement and to participate in the Making Strides Against Breast Cancer of the Emerald Coast held at Northwest Florida State College in Niceville on October 12, 2024, at 9 AM.

SO DONE THIS 7TH DAY OF OCTOBER 2024

By:

Bobby Wagner, Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.A.

TO: City Council

THRU: Rey Bailey, City Clerk
Larry Jones, Interim City Manager

FROM: Wen Livingston, Library Director

DATE: September 19, 2024

SUBJECT: 2025 OCPLC Interlocal Library Agreement

I. BACKGROUND: The current Okaloosa County Public Library Cooperative (OCPLC) Interlocal Agreement will expire on December 31, 2024. It is now time to execute a new agreement that stipulates the amount of funding Okaloosa County will pay in FY2025 to extend municipal library services to all residents of Okaloosa County.

II. DISCUSSION:

The OCPLC governing board has approved the attached Interlocal agreement to bring before each Member City's Council for approval.

The Okaloosa County Board of Commissioners has approved a minimum of \$902,674 for library services in FY2025. \$607,572 is disbursed to the six-member libraries, and a minimum of \$295,102 is budgeted for the cooperative office's shared services and administrative support functions. Each Member City will have funds disbursed according to the funding formula guidelines stipulated in the Interlocal Agreement.

A. Link to Strategic Goals / Objectives: County funding for the library supports the City's goal of providing its community with an **enhanced quality of life** through the availability of reading and audio-visual materials and access to public computers, classes, and programs that support lifelong learning.

B. Effect on Budget (EOB): The City of Destin will receive approximately \$79,227 in revenue from Okaloosa County.

C. Level of Service (LOS): The County's contribution to the Destin Library enriches the library's level of service to the community by increasing its purchasing power for materials and services.

D. Legislative Sponsor: John Stephens

III. CONCLUSION: The OCPLC Interlocal Agreement will allow us to continue providing excellent library services to our City and County residents.

IV. RECOMMENDED MOTION: I recommend that the City Council approve and authorize Mayor Bobby Wagner to sign the resolution and the new Okaloosa County Public Library Cooperative Interlocal Agreement.

Attachments:

1. 2025 Library Interlocal Agreement
2. SIGN & RETURN DES signature page
3. FY2025 RESOLUTION OCPLC interlocal

Okaloosa County Public Library Cooperative 2025 Interlocal Agreement

This Interlocal Agreement ("Agreement") is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, Section 125.01(f), Florida Statutes, authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes, authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the County is an eligible political subdivision under Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. **DEFINITIONS:**
 - a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
 - b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates

Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
 - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
 - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
 - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
 - g) "Fiscal Year" shall mean budget year October 1-September 30.
 - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
 - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
 - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
 - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
 - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
 - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
 - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
 - o) "Service Area" shall mean all eligible residents of Okaloosa County
 - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2024 whichever comes first, and shall end or be renewed December 31, 2024 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision.

Recognizing the Agreement crosses two fiscal years (FY2024 and FY2025) but monetary allocation is distributed in FY2024, the allocation for FY2025 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:

a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.

(1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.

(2) Be an established library with the physical facilities to securely house a library collection.

(3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.

(4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.

b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were

purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
- b) Bylaws will be established by the Governing Board.
- c) There will be six or more open public meetings a year of the Governing Board.
- d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
- f) Contract with the County to provide essential support services for the Library Cooperative.
- g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
- h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with

employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS:** The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. **FISCAL RESPONSIBILITY:** All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. **APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS:** There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. **APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS:** The County shall provide at a minimum \$902,674 for the period beginning October 1, 2024 and ending September 30, 2025. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) At a minimum \$329,995 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) At a minimum \$607,572 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
 - Construction funds are expressly prohibited.
 - Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access

network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.

18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.
22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

CITY OF MARY ESTHER

CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF NICEVILLE

CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

OKALOOSA COUNTY

COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

CITY OF VALPARAISO

CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: All parties are subject to the public records law. If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, regarding their duty to provide public records relating to this Agreement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF DESTIN

ATTEST: _____

Title _____

(Title): _____ This ____ day of _____, 2024

CITY OF FORT WALTON BEACH

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF MARY ESTHER

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF NICEVILLE

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF VALPARAISO

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

COOPERATIVE GOVERNING BOARD

ATTEST: _____

(Title): Vicky Stever, Coordinator, OCPLC

Nathan D. Boyles, Chairman

Okaloosa County Public Library Cooperative

This ____ day of _____, 2024

OKALOOSA COUNTY

ATTEST: _____

J. D. Peacock, II

(Title): Clerk of Circuit Court

Paul Mixon, Chairman

Board of County Commissioners

This ____ day of _____, 2024

Approved as to Form

Lynn M. Hoshihara, County Attorney

CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

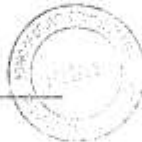
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



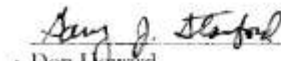
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:


Don Howard
Clerk of Courts

CITY OF DESTIN

ATTEST: _____

Title _____

(Title): _____ This ____ day of _____, 2024

RESOLUTION 24-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE 2025 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MUNICIPALITIES OF CRESTVIEW, FORT WALTON BEACH, MARY ESTHER, NICEVILLE, AND VALPARAISO TO PROVIDE FREE LIBRARY SERVICES TO ALL THE RESIDENTS OF OKALOOSA COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1999, the City of Destin joined the Okaloosa County Library Cooperative and embarked on a collection-sharing venture; and

WHEREAS Okaloosa County agreed to pay money to all municipal members for opening their libraries free of charge to unincorporated Okaloosa County residents and

WHEREAS the amount of funding can vary yearly; therefore, the Interlocal agreement must be adopted annually.

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the 2024 Okaloosa County Public Library Cooperative Interlocal Agreement.

BE IT FURTHER RESOLVED that the Mayor of the City of Destin is formally authorized to execute the agreement for and on behalf of the City of Destin, the Agreement of which is attached and made a part hereof.

ADOPTED THIS 7th DAY OF OCTOBER 2024

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.B.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: 09/16/24

SUBJECT: Civic Plus Master Services Agreement Memorialization

I. BACKGROUND: Civic Plus is a software company that provides key services that are critical to the City's business functions today. Staff now presents a recommended Master Services Agreement and requests that the Council approve the continuation of this relationship with Civic Plus.

II. DISCUSSION: These services have been purchased one-at-a-time over the years, but no Master Services Agreement (MSA) has been in place to govern them. An MSA is needed to properly account for the software lease under GASB rules, and also to comply with the City's Purchasing Policy by requesting approvals from the Council. Civic Plus provides the following services:

- The City's website
- Recreation public portal
- Clerk's agenda management
- Online Municipal Code, Comprehensive Plan, and Land Development Code documents
- Social media archiving
- Americans with Disabilities compliance software

The cost of these services totals \$63,086.06 per year. Covering these services under a single Master Services Agreement (MSA) helps us align with GASB accounting rules and ensures that the City complies with its purchasing policy by obtaining Council approval.

A. Link to Strategic Goals / Objectives: I. A financially sound city providing

service excellence

B. Effect on Budget (EOB): This amount is budgeted as a shared cost allocated to departments based upon the estimated number of users.

(015xxxx-552025 Department-Operating Software/Workstations)

C. Level of Service (LOS): No changes to Level of Service are expected

D. Legislative Sponsor:

III. CONCLUSION: By obtaining Council approval, we can ensure the continued delivery of these critical services at a total cost of \$63,086.06 per year.

IV. RECOMMENDED MOTION: I move to approve the Master Services Agreement with Civic Plus as presented.

Attachments:

1. Destin - Multiproduct - Renewal - Itemized
2. Destin-CivicPlus Master Services Agreement - Clean CP Response - 09242024

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: Destin, FL**Bill To: Destin, FL****FL – Destin – Multiproduct - Statement of Work**

QTY	Product Description	PRODUCT TYPE
CivicEngage		
1	Annual Fee- Hosting and Security	9,096.26
1	48 Month Ultimate Redesign	3,692.16
1	Additional SMS Subscribers (500)	
1	SSL Certificate	239.21
1	Storage-5GB	207.32
1	Media Center	1,938.37
1	CivicSend	2,885.67
Total		18,058.99
CivicClerk		
1	CivicClerk Annual	8,006.30
1	Upgrade to Premium Annual Fee	4,833.45
Total		12,839.75
CivicRec		
1	CivicRec Annual	6,911.02
1	Document Management	5,788.13
1	Pay-Global	1,736.44
1	Recreation AudioEye	2,894.06
Total		17,329.64

ArchiveSocial		
1	Economy Subscription	4,397.40
Total		4,397.40
Accessibility		
1	AudioEye Managed: https://www.cityofdestin.com	6,509.03
Total		6,509.03
Code & Supp- Comprehensive Plan		
1	Archival OrdBank	110.25
1	ASF	367.50
1	Online Code Hosting	997.50
Total		1,405.00
Code & Supp- Land Development		
1	Archival OrdBank	367.50
1	Online Code Hosting	997.50
Total		1,365.00
Code & Supp- Code of Ordinance		
1	Online Code Hosting	997.50
1	Archival OrdBank	183.75
Total		1,181.25
Annual Recurring Services		USD 63,086.06

1. This renewal Statement of Work ("SOW") is between Destin, FL ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from October 1, 2024 through September 30, 2025 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax



CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Customer may terminate this Agreement for convenience, without penalty, provided Customer provides one-hundred twenty (120) days prior written notice to CivicPlus. Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a materially breach by Customer and is grounds for CivicPlus termination. Subject to Chapter 119, Florida Statutes (Florida’s “Public Records Law”) CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to

Commented [PD1]: Reject - a material breach is a significant failure to perform a contractual obligation that substantially undermines the contract's value

We can not have an agreement terminated for cause for a minor breach, especially when we have added the ability for the city to terminate for their convenience



material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services



and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed.



Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Commented [PD2]: Reject - if we are indemnifying a customer, then we need to have full control over the process

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights,



rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.



25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.





Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will either party be liable to the other party for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.



Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.
49. **Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Larry Jones City Manager 4200 Indian Bayou Trail 850-837-4242 ljones@cityofdestin.com	With a copy to: Kimberly Romano Kopp City Attorney P.O. Box 5524 Destin, FL 32541 kkopp@romanokopplaw.com
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If to CivicPlus:	CivicPlus, LLC Attn: Legal Department 302 S 4 th St Suite 500 Manhattan KS 66502 contracts@civicplus.com	
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50. **WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

51. **AMENDMENTS TO THIS AGREEMENT.** This Agreement may not be amended, except by a writing signed by both parties.

52. **PRIOR CONSENT.** Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

53. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa City, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels.

54. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. CIVICPLUS must comply with the public records laws, Florida Statute chapter 119, specifically CIVICPLUS must:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CIVICPLUS does not transfer the



records to the City.

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CIVICPLUS or keep and maintain public records required by the City to perform the service. If the CIVICPLUS transfers all public records to the public agency upon completion of the contract, the CIVICPLUS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CIVICPLUS keeps and maintains public records upon completion of the contract, the CIVICPLUS shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CIVICPLUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CIVICPLUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DESTIN'S CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA, 32541; (850) 837-4242; CLERKSDEPARTMENT@CITYOFDESTIN.COM.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Krystal Strickland, Finance Director
Larry Jones , Interim City Manager

FROM: Jamie Haynes

DATE: 9/30/2024

SUBJECT: Property & Casualty Insurance Renewals FY25

I. BACKGROUND: The City has been working with Public Risk Insurance Agency since 1996 as a strategic policies for Property, Automobile (A/L), General Liability (G/L), and Worker's Compensations (since 2024)

II. DISCUSSION: A summary of changes in insurance lines for FY25 are as follows:

- A. Property –
Premiums: \$226,358 Increase: \$47
- B. Inland Marine –
Premiums: \$9,121 Increase: \$0
- C. General Liability –
Premiums: \$96,656 Increase: \$16,478
- D. Automobile –
Premiums: \$30,352 Increase: \$2,000
- E. Public Officials & Employment Practices Liability –
Premiums: \$61,878 Increase: \$12,493
- F. Crime-
Premiums: \$1,279 Increase: \$0
- G. Workers Compensation –
Premiums: \$77,436 Increase \$18,152

Covered Party:	City of Destin
Effective Date:	10/1/2024

Coverage & Premium Comparison

2023/2024				
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT
Property:	Stated Value			
Preferred				
Buildings & Contents	\$ 22,281,385	\$ 5,000	\$ 226,358	\$
Equipment Breakdown	\$ 22,281,385	\$ 5,000		\$
Excess Flood	\$ 2,000,000	\$5,000 / Except A, V		\$
Earth Movement	\$ 2,000,000	\$ 5,000		\$
Named Windstorm	\$ 22,281,385	5% / Minimum \$35,000		\$
Additional Expense	\$ 1,000,000	\$ 5,000		\$
Business Income	\$ 500,000	\$ 5,000		\$
Errors & Omissions	\$ 250,000	\$ 5,000		\$
Property at Misc. Unnamed Locations	\$ 150,000	\$ 5,000		\$
Demolition & Increased Cost of Construction	\$ 500,000	\$ 5,000		\$
Inland Marine:				
Unscheduled Blanket Inland Marine	\$ 945,921	\$ 2,500	\$ 9,121	\$
Mobile Equipment	\$ 549,402	\$ 2,500		\$
Fine Arts	\$ 30,450	\$ 2,500		\$
Valuable Papers	Included in Blanket	\$ 2,500		Included
		Sub-Total	\$ 235,479	
Crime:				
Preferred				
Employee Dishonesty	\$ 250,000	\$ 1,000	\$ 1,279	\$
Theft, Disappearance & Destruction In/Out	\$ 10,000	\$ 1,000		\$
Computer Fraud	\$ 25,000	\$ 1,000		\$
Forgery/Alterations	\$ 10,000	\$ 1,000		\$
		Sub-Total	\$ 1,279	
General Liability:				
Preferred				
General Liability	\$ 1,000,000	\$ 5,000	\$ 96,656	\$
Employee Benefits	\$ 1,000,000	\$ 5,000		\$
Deadly Weapon Protection	\$ 1,000,000	\$ -	Included	\$
		Sub-Total	\$ 96,656	
Automobile:				
Preferred				
Auto Liability	\$ 1,000,000	\$ -	\$ 16,857	\$
Uninsured Motorist	\$ 30,000	\$ -		\$

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Comprehensive/Collision	Symbol 2, 8	\$ 2,500	\$ 13,495	\$
Hired Physical Damage	\$ 35,000	\$ 2,500		\$
Medical Payments	\$ 5,000	\$ -		\$
		Sub-Total	\$ 30,352	
Public Officials:				
Preferred				
Public Officials Liability	\$ 1,000,000	\$ 10,000	\$ 59,343	\$
Employment Practices Liability	\$ 1,000,000	\$ 10,000		\$
Cyber Liability	\$ 2,000,000	\$ 25,000	\$ 2,535	\$
Cyber Extortion & Ransomware	\$ 500,000	\$ 25,000		\$
		Sub-Total	\$ 61,878	
Workers' Compensation:				
Preferred		Experience Mod: .96		
Workers' Compensation	Statutory		\$ 77,436	
Employers Liability	\$1M/\$1M/\$1M		Included	\$1M
		Sub-Total	\$ 77,436	
General Liability (Boat Slips)				
Scottsdale Ins. Co.				
General Liability	1,000,000 / 2,000,000	\$ -	\$ 750	
Fees			\$ 100	
		Sub-Total	\$ 850	
TOTAL PREMIUM			\$ 503,930	

-

Total premium increase is 9.76% from FY24. Staff adjusted the automobile deductible from \$2,500 to \$5,000. the auto loss runs and the total impact on budget.

- A. **Link to Strategic Goals / Objectives:** Financially sound City providing service excellence
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):** Increased level of service
- D. **Legislative Sponsor:**

III. CONCLUSION: The total premium for Property and Liability insurance increased \$31,018 which represents a 6% increase. Worker's Compensation premium increased \$18,152 which represents a 19% increase.

IV. RECOMMENDED MOTION: I move to approve the FY25 binding of Property & Casualty, Worker's Compensation and

Attachments:

None

**MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
SEPTEMBER 23, 2024
ANNEX COUNCIL CHAMBERS
5:15 PM**

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Jim Bagby
Councilmember Kevin Schmidt

Councilmember Terésa Hebert
Councilmember Dewey Destin

City of Destin Staff

Interim City Manager Larry Jones
Projects/Grants/Contract Manager Jeffrey Cozadd
Community Development Director Tina Deater

City Clerk Rey Bailey
Public Work Director Michael Burgess
City Attorney Kyle Baumann

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 5:15 PM, followed by the recitation of the Pledge of Allegiance.

A. Lease extension between Destin Water Users and the City of Destin – Morgan Sports Center

The Interim City Manager informed the council that the city identified a capital improvement project to install bathrooms and a field house at the Morgan Sports Center, a property leased from Destin Water Users. They have found a funding opportunity through a grant from the Florida Department of Environmental Protection's Florida Recreational Development Assistance Program. One requirement for the grant is that the city must have control of the property for 30 years from the application date. The current agreement with Destin Water Users expires in 2042, but they have agreed to extend it to 2054, meeting the 30-year control requirement. The city is seeking council's approval to finalize this extension so they can apply for the grant at the end of this month or the beginning of next. Destin Water Users' board has already approved the extension, and it now requires execution from both parties.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve the Fourth Amendment to the Lease Agreement for the Morgan Sports Center property passed 4-0 (Council members Schmidt, Hebert, Bagby, and Destin voted "yes"; Council members King, Geile, and Stephens were absent from the meeting).

B. Storm Update

The City of Destin Director of Public Works & Emergency Management Michael Burgess, provided an update on the current storm situation in the Gulf of Mexico and outlined the actions the city has undertaken in preparation for the storm.

The tropical system currently located south of Cuba may soon develop into Tropical Storm Helene and potentially intensify into Hurricane Helene. At present, the storm is not well-organized but is expected to strengthen significantly in the coming days. It could reach hurricane status by late tomorrow or early Wednesday and is forecasted to make landfall in the Big Bend area of the state as a major hurricane, possibly a Category 3 or higher, by Thursday.

Key updates from the National Weather Service and the Florida Division of Emergency Management include that Okaloosa County is expected to be on the less dangerous western side of the storm. However, the area could still experience some adverse effects, such as strong winds, heavy rainfall ranging from 2 to 6 inches, waves reaching heights of 8 to 10 feet, and strong gusts, particularly near the coast. Residents are reminded that bridges will close once sustained winds reach 40 mph, so planning around these conditions is crucial.

In anticipation of the storm's potential impact, the city has taken several preparatory measures. A sandbag station has been set up at the city's maintenance facility located at 3949 Commons Drive, with sand available on-site. If the current supply of sandbags is depleted, it will be restocked by 8:00 a.m. tomorrow. Information about the sandbag station has been shared on the city's Facebook page and is receiving community engagement.

City staff, including senior staff and other key personnel, held a storm preparedness meeting earlier today to review roles and responsibilities. Public Works staff is also testing the city's inventory of pumping equipment and portable generators to ensure they are fully operational, a routine procedure during hurricane season but repeated now for added readiness. In addition, a Citywide drainage system check is scheduled for tomorrow and Wednesday.

Earlier in the year, in February, the city submitted the Crosstown Connector property for use as a disaster debris management site and has also completed a mutual aid agreement, approved by the council several months ago. Today, staff has been in communication with one of the city's debris management contractors and the County's Emergency Management Division to ensure coordinated efforts.

The city emphasizes the importance of staying prepared as the storm's path could change. This advice extends to residents, urging them to take proactive steps to be ready. For further information on storm preparedness, residents are directed to the city's resources.

Having no further business at this time, the meeting was adjourned at 5:25 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 16, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner	Councilmember Kevin Schmidt
Councilmember John Stephens	Councilmember Dewey Destin
Councilmember Johnny King	Councilmember Jim Bagby
Councilmember Torey Geile (arrived 6:10 pm)	Councilmember Terésa Hebert

Destin City Staff

Acting City Manager Krystal Strickland	City Clerk Rey Bailey
Public Information Director Tamara Young	IT Director Andy Peters
Public Works Director Michael Burgess	HR Director Jamie Haynes
Parks & Recreation Director Lisa Firth	Building Official Noell Bell
City Attorney Kimberly Kopp	Principal Planner Steve O'Connor

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Mayor Wagner requested that the Rotary Club presentation on “Public Access to Rescue Tubes” be added to the agenda.

Councilmember Bagby asked that Consent Agenda item 3A be pulled for discussion.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve the agenda, as amended passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Stephens voted “yes”; Councilmember Geile was not present during the voting)

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. Public Access to Rescue Tubes – Rotary Club

Mr. Dion Moniz from the Destin Rotary Club presented a proposal to install rescue tubes at beach access points to enhance safety for beachgoers. The rescue tubes, already successful in regions such as Navarre and Hawaii, are designed to serve as an immediate lifesaving resource, supplementing the work of lifeguards. The presentation highlighted significant statistics showing a 60% decrease in drownings in areas where rescue tubes are implemented, with no reported deaths associated with their use.

Councilman Destin commended the initiative and expressed his support, although he humorously raised a concern about potential theft, joking that people might take the rescue tubes for dorm room decorations. He noted the low attrition rate of the tubes in other locations, which reassured him about the feasibility of the project.

Councilmember Stephens expressed strong enthusiasm for the project, suggesting that additional signage be installed to improve the visibility and accessibility of information related to the rescue tubes from both the beach and the entrance sides. He emphasized the importance of increasing engagement with the city to ensure that the placement and communication about the rescue tubes are effective and well-coordinated.

Councilman Bagby brought up practical considerations, particularly regarding the spacing of the rescue tubes. He pointed out that some beach areas are more expansive, such as James Lee Park, and may require a more frequent installation of tubes to ensure they are easily accessible. He suggested developing a strategic placement plan to maximize the coverage and effectiveness of the rescue tubes, especially in larger beach areas.

Overall, the council expressed unanimous support for the project, recognizing its low cost, ease of maintenance, and significant potential for saving lives.

Councilmember Hebert moved to approve the Rotary Club's proposal regarding the rescue tubes and to direct staff to collaborate with the Rotary Club on publicizing the initiative. The motion was seconded by Councilmember Stephens and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

2. PUBLIC COMMENTS

Mr. Don Dallas of 442 Snapper Drive addressed the city council to express concerns about recurring stormwater issues, mentioning that he had 8 feet of water in his garage due to the recent rain. He acknowledged the city's efforts to improve infrastructure, such as stormwater management, public parking, walkways, and bicycle trails, but emphasized the need to prioritize the residents' immediate concerns. He commended Councilmember Hebert and the city's Public Works Director Michael Burgess for their quick and effective response to his issue. Councilmember Hebert responded promptly to an early morning email, and Mr. Burgess visited his home within minutes, providing the best plan he had heard in four years to address the flooding problem.

3. CONSENT AGENDA

- A. Fire District Dock - Boat Slip Lease
- B. Approval of minutes of September 5, 2024, Regular City Council Meeting
- C. Approval of minutes of July 29, 2024, City Council Workshop - LDC Rewrite

Consent Agenda item 3A was pulled for discussion.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Consent Agenda items 3B and 3C passed 7-0. (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

Consent Agenda item 3A - Fire District Dock - Boat Slip Lease

Council members discussed the financial implications and logistics of using a slip offered by the fire district for the city's code enforcement boat. The primary concerns revolved around the fair share of costs, the practicality of using the slip given the current and wind conditions, and whether the location is beneficial given the city's jurisdictional needs.

Councilmember Bagby expressed the need for clarity on the actual costs involved, specifically in dollars, rather than just contributions toward utilities and debt. He highlighted concerns regarding the fairness of utility distribution based on usage, particularly questioning the equity of splitting utility costs among multiple boat slips when the frequency of boat usage varies significantly.

Councilmember Destin questioned the need for the lease, noting that the city currently owns a slip and arguing that relocating could complicate operations, especially with the majority of code compliance issues occurring in the harbor. He also suggested that a decision should be made based on data about how often the city actually uses the boat.

Other members of the council questioned the logic of using a slip outside the city's main area of jurisdiction, specifically mentioning the lack of jurisdiction over Crab Island and the operational challenges posed by wind and current at the new location.

Destin Fire District Chief Sasser acknowledged the city's contribution of the slip and expressed gratitude, explaining the rationale behind the utility payment structure. He clarified that although they share utility costs based on slips, individual usage may differ significantly. He explained that the lease cost is currently zero because the fire district is not paying anything for the Sovereign Submerged Land Lease. However, he wanted the agreement to include a clause that if the state begins charging, the city would be responsible for a proportional share. He added that utilities and trash costs are minimal, with estimates suggesting less than \$100 a month.

Chief Sasser also emphasized that the fire district is not requiring the city to install a boat lift for their slip but noted that having a lift would be beneficial for protecting the boat's condition due to the strong winds and currents at the slip.

There was a suggestion to evaluate whether the city's boat is being actively used, for staff to provide some data on how often the city's boat has been used in the past year, and whether

city staff has the capacity to operate it effectively to determine if the expense of a second slip is justified.

Councilmember Bagby moved to postpone the decision on this matter until the next city council meeting to allow time for gathering additional information, specifically regarding the boat's usage, any potential costs related to the boat lift, and to receive feedback from Code Compliance Department on the issue. Councilmember Stephens seconded the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

4. CITY MANAGER REPORTS

A. Mobility Plan-Final Draft

The Acting City Manager presented the Mobility Plan for review and adoption, highlighting the plan's importance in setting new Mobility impact fees and addressing transportation needs up to 2050.

Mr. Allan Steinbeck from 3TP Ventures provided a detailed presentation on the plan's scope, which includes enhancing safety, increasing walking and biking options, and improving the overall transportation network. The Mobility Plan incorporates numerous projects aimed at creating a comprehensive transportation system, covering categories such as cross-town connections, neighborhood street safety, bicycle and pedestrian paths, intersection improvements, and community parking facilities. A technical scoring process, public input, and advisory committee feedback were used to prioritize these projects.

Councilmember Bagby sought clarification on the updated route for MU6, suggesting changes to avoid gated communities and to align with recent discussions about the Florida Sun trail.

Councilmember Destin raised questions about the methodology used in the Mobility Fee Study, specifically regarding trip generation rates and their application to various residential and commercial categories. He emphasized the need for accurate data before setting the fees and highlighted the importance of incentivizing single-family homes, particularly in the context of affordable housing. He also expressed philosophical concerns about the overall revenue expected from the fees, pointing out the significant increase proposed for single-family homes and the impact on both new construction and expansions. He suggested a policy amendment to exempt single-family homes not used as short-term rentals from fee increases to support residents and prioritize responsible growth. This exemption will be revisited along with the proposed fee schedule in the upcoming November meeting, where further adjustments and potential incentives for high-quality development will be discussed.

The council debated various amendments and considerations, including the exclusion of NC1 and NC2 due to local opposition and potential impacts on neighborhood character. Ultimately, the Council agreed to adopt the Mobility Plan with modifications, such as the clarification and adjustment of the route for MU6 and agreed to revisit the fee structure in November.

Councilmember Hebert moved to adopt the Mobility Plan with the following modifications: Clarification and adjustment for the route for MU-6; and to bring back Mobility Fees based upon the Mobility Plan for council consideration in November. The motion was seconded by Councilmember Stephens and passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Geile, and Stephens voted “yes”; Councilmember Destin voted “no”).

Councilmember Destin moved to exempt single-family homes (not registered as short-term rentals) from future mobility fee increases; seconded by Councilmember Bagby. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

B. Building Permit Fees Update

The Building Official introduced the topic, highlighting that the building fund is projected to run a deficit for the first time in the 2024 fiscal year, requiring supplementation from the general fund. A prior fee assessment in November 2022 recommended a 20% increase across all departments, including engineering and planning. However, the Council approved only a 10% increase. This time, the proposal focuses solely on the building division's fees, as it is the only source of revenue for that department. She also explained that 3TP Ventures, represented by Mr. Allan Steinbeck, was commissioned to conduct an updated fee study. This time, they used a more detailed approach by calculating the actual man-hours and overhead costs involved in processing permits, from submission to inspections.

Mr. Steinbeck provided an in-depth presentation on the proposed changes. He explained that the primary goals of the proposed changes were to make the building fund self-sustaining and to simplify the fee schedule. He mentioned that the forecast for revenue had been adjusted down due to a realistic view of past activities. The new fee structure is based on actual costs and aims to balance the building division's budget by 2028. He emphasized that a more simplified fee schedule would not only streamline the process but also facilitate the implementation of the new online permitting system, MGO.

Councilmember Bagby expressed agreement with the need for a self-sustaining fund but challenged the assumption that permit activity would decline in the short term. He argued that various factors, such as potential drops in the Federal Funds rate and increased accessibility to capital, could maintain or even boost permit activity. He highlighted the ongoing influx of people to the state and the region's strong schools and military presence as factors that could sustain high permit demand. Although he agreed with the principle that the building department should cover its own costs, he warned against relying on the assumption of decreased permit activity, which he believed could skew the fee structure.

Councilmember Destin added that even if the assumption about permit activity was incorrect, the costs of issuing permits would still exceed the revenue generated under the current structure. He noted that a significant revenue source was the administrative fee, which impacted all permit applications, and supported the proposed changes.

Councilmember Schmidt moved to approve the proposed Building Permit Fee structure and to bring back the Mobility Fee schedule for adoption consideration at the

November city council meeting. The motion was seconded by Councilmember Hebert and passed by a vote of 6-1 (Council members Schmidt, King, Hebert, Bagby, Geile, and Stephens voted “yes”; Councilmember Destin voted “no”).

C. City Center Master Plan Update – For Discussion

Representatives from SRS (Synalovski Romanik Saye) presented an update on the City Center Master Plan, focusing on gathering feedback and guidance from the Council on several key locations under consideration for development. The presentation included proposed plans for the Harbor One site, Morgan Sports Complex, the Gateway site, and the Publix site.

HARBOR ONE



HARBOR CRA - NETWORK



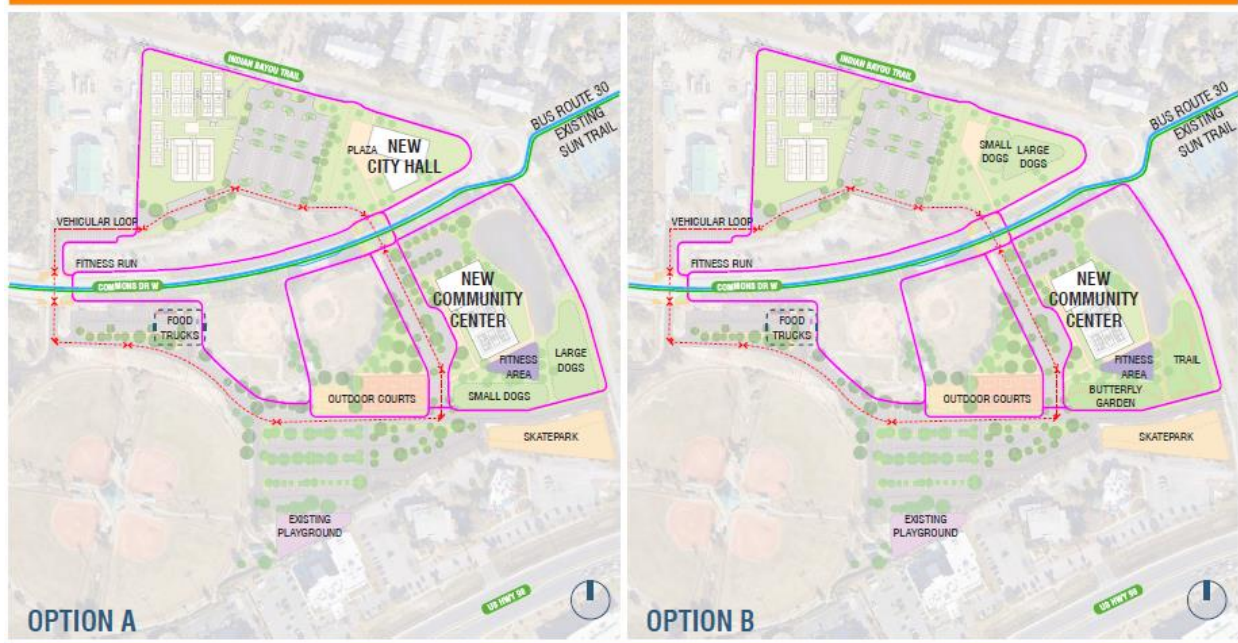
GATEWAY SITE



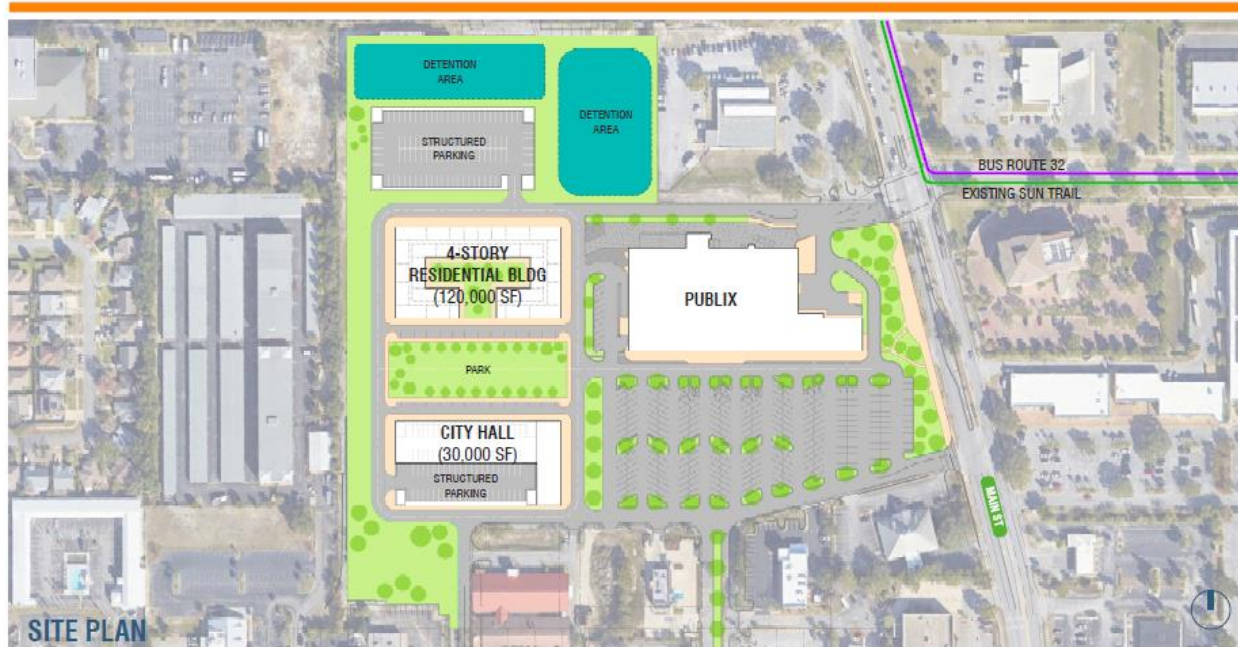
MORGAN SPORTS COMPLEX



MORGAN SPORTS COMPLEX - CONNECTIVITY DIAGRAM



PUBLIX SITE



Harbor One Site:

- SRS proposed a simple concept to improve parking and access to the waterfront. The plan includes ADA-compliant sidewalks and a small platform for ceremonies adjacent to a large Magnolia Tree.
- Concerns were raised about potential encroachment due to the bridge, prompting the SRS team to focus improvements north of the potential encroachment line.
- Improvements also include picnic shelters and benches, with plans to connect the site to the Harbor District once the seawall is replaced.

Western End & Connectivity:

- SRS aims to unify city-owned properties at the western end of the town by connecting them with bus routes, multimodal ways, and sun trail components.
- The objective is to create a cohesive hub for activities along the harbor, which is considered the core of the town's historic district.

Morgan Sports Complex:

- Two options were presented for relocating the community center and potentially City Hall to the Morgan Sports Complex. Both options include new outdoor amenities like a fitness area, butterfly gardens, skate park, outdoor courts, and improved parking.
- Option A proposes building a new community center at the site, moving City Hall temporarily while construction takes place, and eventually transitioning City Hall to the new facility.
- Option B suggests keeping City Hall at the annex site, developing a landscape environment with gardens and trails, and leaving the dog park intact.

Gateway Site:

- If City Hall is not relocated to the Morgan Sports Complex, SRS proposed placing it at the current community center location, with a parking structure to address overflow parking needs.
- An alternative option involves developing the site into a "Founder Fishing Village" with historic references, event spaces, and a venue for community gatherings, leveraging the site's topography for multi-level parking and buildings.

Publix Site:

- SRS expressed concerns about the feasibility of using this site for City Hall due to limitations on adding retail and the developer's preference for residential development.
- High costs associated with building parking structures were highlighted as a significant deterrent. The proposed site development does not align with the Town Center concept of integrated live-work-play environments.

Council Feedback

Councilmember Bagby expressed opposition to the Publix site due to high costs for parking and past identification of more critical sites for parking structures. He supports City Hall being relocated to the Morgan Sports Complex area, citing more available space.

Councilmember Schmidt prefers further exploration of Option A for the Gateway site and Morgan Sports Complex. He requested more detailed renderings of the proposed "Village" concept at the community center site.

Councilmember Destin emphasized the need to enhance recreational activities without displacing existing facilities. He suggested keeping the old community center operational while adding new facilities at Morgan Sports Complex.

Councilmember Hebert agreed with keeping City Hall at Morgan Sports Complex and maintaining the community center at its current location. She requested additional information on the final design of Harbor One.

Councilmember Stephens supported Option A for both the Gateway site and Morgan Sports Complex.

Mayor Wagner questioned the financial feasibility of the proposed plans, given current borrowing limits.

General Consensus:

The Council generally supported keeping City Hall at the Morgan Sports Complex and enhancing the existing community center instead of relocating it. Concerns were raised about the financial implications and the feasibility of the proposed projects.

SRS will refine the plans based on council's feedback and present more detailed visuals, logistical information, and potential budget estimates for each option in the next phase of the project.

D. Schedule of all fee reviews and enhancements – For Discussion

Community Development Fees

- Building Fees - For Council Consideration September 16, 2024
- Mobility Fees - Mobility Plan Adoption being considered September 16, 2024; Mobility Fees proposed for consideration November 4, 2024
- Other Impact Fees - The possibility of updating all the City's Impact Fees (other than Transportation) has been previously discussed by the Council. If desired, the Council could direct the City Manager to commission an Impact Fee Study to move forward with evaluating potential increases to all Impact Fees (Parks, Library, Public Safety).

- NPEB Fees - October 28, 2024, as part of the LDC workshop for Article 7.
- Engineering Fees - A draft fee update has been prepared for the Engineering Fees utilizing the methodology used for the Building Permit Fees update. The proposed fee revisions will be brought for Council consideration on October 7, 2024.
- Business Tax Receipts (BTRs) - Discussions are underway regarding potentially transitioning away from the traditional BTR program into another type of program, such as a Certificate of Use. Updates will be provided to the Council as further discussions occur.
- Recreation Fees

	Annual Avg Expense to cover	Current Annual Avg Revenue	Recommended \$ Annual Rev	Recommended % increase	
Recreation Fees	\$1,864,971	\$ 272,025	\$ 466,243	71%	cover expenses 25% from fees (MSC and Com Ctr averages 2019-2028)

Recreation fees will be reviewed and recommendations to update will be provided as part of the Parks and Recreation Master Plan. RFP results are due September 26, 2024, and will be presented to Council to choose the professional services contractor on October 7, 2024. The master plan results will be completed by end of May 2025.

Recreation user fees are covering only 14% of costs to run the Community Center and Morgan Sport Center. General fund (property taxes) are currently filling this gap. Nation-wide averages show 25% of recreation costs are covered by user fees. In order to cover the gap, staff estimate fees should be increased approximately 71%. This increase can be made immediately and does not require input from the Parks and Recreation Master Plan.

E. 222 Sibert Avenue - Council Options

The City Attorney presented the background and potential options for addressing ongoing code violations at 222 Sibert Avenue. The property has a history of code issues, including accumulation of trash, public nuisance, and negative impact on property values. A code enforcement lien was recorded in 2019, accruing at \$50 per day, and is now nearing \$100,000.

The City Attorney outlined several options:

1. Take no aggressive action and wait until the property changes hands for the lien to be paid off.
2. Foreclose on adjacent non-homesteaded property owned by the same individual.
3. Adopt a Nuisance Abatement Ordinance. Many local governments have adopted such an ordinance permitting the local government to enter and abate an ongoing nuisance when certain circumstances are met.

4. Seek Injunctive Relief in court, which would likely lead to a costly trial. The City Attorney clarified that foreclosure on the main property was not possible due to homestead exemption but was an option for the adjacent vacant lot.

Councilmember Hebert inquired about family involvement and suggested foreclosing on the adjacent property to force the owner's hand, as the current lien seemed ineffective.

Captain Fulghum from the Sheriff's Office confirmed that his department had visited the property, warning the owner that any debris spilling onto city property would result in a littering citation. He noted that while the owner had temporarily cleaned up, debris often reappeared on the right-of-way. He mentioned that no citation had been issued yet, but they were prepared to do so if violations persisted.

Councilmember Bagby raised issues regarding access to the back lot if it were foreclosed. He proposed clearing and fencing the back lot to move the debris out of sight, though acknowledged the need for a voluntary agreement with the owner, and eventually recouping costs when the property is sold.

Councilmember Destin expressed skepticism about the proposed solution, noting that relocating the debris might only transfer the nuisance to neighbors living behind the lot. He suggested that the owner would likely continue using the front of the property for his activities regardless of where the junk was moved. He preferred the nuisance abatement route.

Concerns were raised about the time allowed for the owner to comply. Suggestions were made to involve Waste Management to assist in clearing the right-of-way and potentially adding more liens for the cost of removal.

Councilmember Stephens suggested a compromise, giving the owner 7 days to clean up the front yard, with the threat of foreclosure proceedings on the adjacent property if compliance is not achieved.

Councilmember Stephens made a motion to direct the City Manager to negotiate with the property owner to clean up the property. If no progress is made within 7 days, the city will then move forward with foreclosure action on the adjacent vacant lot; seconded by Councilmember Schmidt.

After further discussion, Councilmember Stephens modified his motion to remove the 7-day requirement, allowing more flexibility in negotiating with the owner.

Motion by Councilmember Stephens, seconded by Councilmember Schmidt, to direct the City Manager to negotiate with the property owner to clean up the property, and that if no progress is made, the city will then move forward with foreclosure action on the adjacent vacant lot passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Destin, and Stephens voted "yes"; Councilmember Geile voted "no").

F. 2024 Debt Issuance RFQ Underwriters and Bank Loan – For Discussion

The Finance Director provided a brief presentation regarding the upcoming steps for a borrowing initiative to fund the Crosstown Connector project. The initial focus was on the rationale for borrowing, emphasizing that saving up funds through traditional sources is not

sufficient to meet the project's needs. An example was provided: if construction had been contracted in 2017, it would have cost approximately \$4 million. However, the current cost estimate has risen to around \$10 million due to delays.

The Finance Director discussed the duration of the loan and the merits of a 10-year versus a 20-year term. She stated that a shorter term, while reducing interest costs, would concentrate the financial burden on the residents within that period. Extending the term to 20 years would spread the cost over a broader base of future residents who would benefit from the roadway. The financing strategy was further elaborated using the Crosstown Connector project as a case study. The recommended funding source is "gas tax number two," a state-restricted fund specifically allocated for comprehensive plan-related roadways. However, the fund generates only \$200,000 to \$300,000 annually, insufficient for servicing debt under a 10- or 15-year loan term. With a 20-year loan, the gas tax could cover most of the debt service, minimizing the impact on the city's general fund. Conversely, shorter loan terms would place a larger burden on the general fund, potentially affecting city operations.

The Finance Director highlighted the impact of different loan amortization periods on the general fund. A 10-year amortization would lead to a significant impact, costing the general fund between \$700,000 to nearly \$1 million annually, compared to a minimal impact under a 20-year amortization plan.

In terms of next steps, the Finance Director stated that the data from banks and underwriters is expected by the end of September, with a summary to be prepared by October 1st. Council members are encouraged to meet with staff between October 1st and 7th for briefings on the long-term operational implications and total costs of the options available. This will help them make an informed decision on October 7th regarding the best financing strategy for the project.

G. Operations Financial Report - Informational Only

The following report was provided to the council:

Highlights of the period ending 07/31/2024:

- At the end of July, the city was 83% of the way through Fiscal Year 2024, which is October 1 - September 30, 2024.
- 102% of Ad Valorem (property) taxes have been received. The majority of property taxes arrive in January/February.
- The city has expended and encumbered 72% of the Operating Budget.
- The city has expended and encumbered 36% (\$18.7m/\$51.8m) of the Capital Budget.
- Undergrounding, Crosstown Connector, and Tarpon Beach are awaiting permits to start construction.
- The net change in total fund balance is a year-to-date decrease of \$1.9 million. This includes the \$9 million acquisition of property at 1 Harbor Boulevard.

H. Capital Project Status - Informational Only

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 10, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.6	EN615	Cross-Town Connector	\$ 8,927,761	\$ 251,838	\$ 74,567	\$ 8,601,356	Ongoing	Demolition complete. EIR update underway eta Dec 2024. NWFWMDD permitting process underway eta Dec/Jan. Major subdivision and DO submitted to City July 2024. Need Construction RFP and finance the gap.
1.2	CM001	Crystal Beach Acquisition & Development	2,387,862	15,818	22,105	2,349,939	Ongoing	Crystal Beach purchased and cleared. TDC has presented the 30% beach park design. Awaiting plan revisions to bring to Parks & Rec and Council.
1.2	CM002	Tarpon Beach Acquisition & Development	1,941,657	44,351	4,694	1,892,612	Ongoing	County has provided 90% plans. Final permitting underway. Construction scheduled Fall of 2024.
1.1	CENTR	City Center Feasibility/Planning/Design	155,000	51,387	103,613	-	Ongoing	Survey issued (over 1000 responses to date). First charrette completed in July. SRS met with Publix. SRS met with Council members. Public workshop was held Aug 6th. SRS compiling data and will report to Council Sept 16.
1.2	HRB1	Land Acquisition 1 Harbor Blvd	9,100,000	9,046,120	17,543	36,337	Complete	Closed on property 10/17/23. Security fencing paused per council request. Sept 16th staff requesting guidance.
1.3	UNDER	Undergrounding	16,868,978	875,914	975,008	15,018,056	Ongoing	ADS construction contract awarded. 97/100 (97%) easements have letters of intent. Completed 28/61 surveys to finalize and record easements (14/100 recorded). Two batches of materials have arrived. Need financing.
1.11	MARIN	City Marina	-	-	-	-	Paused	Funds moved to CENTR
1.5	CRH60	Pedestrian Pathway Under the Marler Bridge	282,763	46,118	236,645	-	Ongoing	Baskerville Donovan EN617 US98/Stahlman PD&E Study expanded to Airport Road PLUS CHR60 Pathway. Survey of 1 Harbor Blvd complete. Under bridge pathway concept presented to Parks & Rec end of August. Planned for Public Works and Safety early October.
	Renewal & Replacement							
3.2	RR051	General Government	166,426	10,733	-	155,693	Ongoing	City Hall HVAC replaced. Building inspection recommends removing port cochere at City Hall.
3.2	RR052	Public Safety	241,806	9,265	-	232,541	Ongoing	City Hall Annex HVAC replaced. Quotes received to replace HVAC at Sheriff's Substation.
3.2	RR053	Physical Environment (Stormwater, Cemetery)	224,938	56,963	130,870	37,105	Ongoing	Harbor sluice gate arrived. Harbor flap valve purchase moved to 2025 to accommodate emergency pump replacements at Heritage Run (lightening strike damage).
3.7, 3.9	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF RR Fund)	2,957,868	2,644,348	86,741	226,779	Ongoing	Legion Dr (Main Street to Beach Dr), Matthew Blvd and a short section of John Ave, Moreno Point Rd, Main St, Zerbe, and Calhoun Ave all complete.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 10, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
3.2	RR571	Library	127,500	97,655	7,039	22,806	Ongoing	Carpet is installed. Heat Pump #1 replaced. Save remaining amount 'til architectural plan update completed.
3.2	RR572	Parks and Recreation	1,017,247	321,439	560,637	135,171	Ongoing	Com Ctr HVAC replaced. MSC sod replaced. MSC windows replaced. Replaced MSC HVAC. Threadgill dugout roofs repaired. Internal Txfr to start MSC Playground. Move remainder to FY25 to replace MSC field lights and Com Ctr windows.
3.2	RR573	Other Facilities (i.e. Museum)	4,500	-	-	4,500	Ongoing	
3.2	RRVEH	Prior Year Replacement Vehicles Ordered	475,960	302,988	172,971	-	Ongoing	Dumptruck (Fall 2024)
3.2	RRV11	Replace Building Fund Vehicles	76,000	56,750	-	19,250	Complete	Complete.
3.2	RRV51	Replace General Government Vehicle	23,000	-	-	23,000	Cancelled	
3.2	RRV54	Replace Public Works Vehicles	365,000	239,877	84,085	41,038	Ongoing	2024 Ford F750 Urban Forestry Unit was received mid December. F-550 delivered.
3.2	RRV57	Replace Parks & Rec Vehicles	113,000	103,332	-	9,668	Complete	Ford Maverick delivered and in service. Gators being delivered 07/19/2024. Replacement 48" mower delivered 07/16/2024.
	Growth Necessitated & Comp Plan		-	-	-	-		
	CE002	Code Enforcement Equipment	10,000	6,276	-	3,724	Complete	Communication equipment received.
	LB002	Library Impact Fee Projects	190,000	-	41,050	148,950	Ongoing	Staff Parking expansion: engineering working on design, library has chosen light fixtures for staff parking and ADA parking. Photometric plans received FPL In for City permitting. Public Works is pricing the project.
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	525,000	-	-	525,000	Paused	Area to be used as staging area for undergrounding materials July 2024 - Spring 2026.
3.9	TR620	ADA Transition - Pedestrian Facilities	23,094	23,490	-	(396)	Complete	Final deliverables received December 2023.
	Other Capital Projects		-	-	-	-		
	ARP	Stormwater Infrastructure Projects	1,161,350	379,333	653,847	128,170	Ongoing	Projects completed include Juanita Ave, Benning at Sibert and Benning at Bay, 541 Sibert. Indian Bayou project completed. Okeechobee under review to start. Joe's Bayou, Indian Bayou Dr, Industrial Pk Dr, and CCW @ Chickasaw in process.
	BDVEH	New Vehicle for Building Inspection Dept (Building Fund)	40,000	131	28,375	11,494	Ongoing	Approved on 01/08/24 consent agenda and ordered. (Ford Maverick) to arrive in Aug-Sept 2024.
	CEVEH	New Vehicle for Code Enforcement (expanding department)	46,000	46,018	-	(18)	Complete	Received and In-service.
	CRT64	Wayfinding	-	-	-	-	On Hold	
4.15	CRT17	Destin Multi-Use Trail	500,191	293,151	207,040	-	Ongoing	DAG is working on the design. Public Workshop was held in December. 60% plans brought to Council July 8. Next step 90% design to go to Parks & Rec Committee and Council. Need easements and permits.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 10, 2024	FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	DREGD Dredge Harbor Channel (study plus dredging)	110,100	20,580	-	89,520	Ongoing	Bathymetric study data has been submitted to County. Internal design is complete. Three quotes attained (\$500k- \$1.3m). Potential partnership with County.
	HURRC Hurricane Response	100,000	13,325	-	86,675		January 2024 storm cleanup.
	IT003 Other Hardware/Software Replacements	97,870	-	97,870	-	Ongoing	UKG timekeeping went live July 2024. Open Voting System installed. Acclarian (finance) and MGO (licensing & Permitting) draft contracts adopted. Acclarian transition started.
	IT004 Council Chambers Audio-Video	30,000	23,498	-	6,502	Complete	Three TV/monitors replaced; camera replaced. All new laptops configured.
	LBOOK Annual additions to Library collections	60,700	53,030	-	7,670	Ongoing	
	PE003 Vulnerability Assessment	226,000	13,930	212,070	-	Ongoing	Kick Off meeting held 10/31. Public workshop was held in January. Data assessment of critical assets submitted to FDEP for review.
	RC124 Morgan's Children's Park Playground Structure	100,000	10,131	89,869	-	Ongoing	Internal Budget Amendment approved 8/12/24. Ordered August 2024. See also RR572 replacements.
	RC125 Buck Destin Restrooms	199,544	-	137,201	62,344	Ongoing	Architect, engineering design, and permitting underway. Engineering design will determine site work cost. Sitework to be scheduled early FY 2025.
4.16	RC127 Pickleball Court	455,310	54,614	25,536	375,160	Ongoing	60% designs shared with Parks & Rec and Council March 2024. 90% designs shared with Parks & Rec and Council May/June 2024. 100% design nearly complete. RFP for construction released.
	RC128 Morgan Sports Complex - Bathrooms/Fieldhouse	250,000	-	-	250,000	Paused	Storage building design is consolidated with bathroom/fieldhouse design. Paused 'til FY 2025 awaiting potential grant funding.
	RC134 Morgan Sports Complex - Artificial Infields	-	-	-	-	Paused	8/12/24 moved \$200k to MSC Playground.
	RC129 Morgan Sports Complex - Field Lighting (LED)	-	-	-	-	Paused	Moved to FY 2025 to complete all 34 poles at one time (\$1.3m). (RR)
4.11	RC216 Clement Taylor Park Renovations	1,579,808	-	7,243	1,572,565	Ongoing	Subaward from County executed. Pilings at CTP beach removed. Volleyball courts set up by Destin Forward. Construction RFP has been reviewed/approved by Council. Revised RFP due for opening 8/28/24.
	SW56 Outfall at Mattie Kelly Pier	175,000	26,925	39,575	108,500	Ongoing	Design/permitting contract approved by Council 04/01/24. Jenkins has completed surveying and environmental/wetland work underway. Next steps: Council to approve design, then to issue construction RFP in FY2025.
	SW58 Chickasaw Strmwtr Remediation	600,000	-	-	600,000	Cancelled	This project covered by ARPA funds. This 1/2 Penny Infrastructure surtax becomes available for future budgeting.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 10, 2024	FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	TRSAF Intersection Safety	104,888	4,888	-	100,000	Ongoing	Committee will consider use of funding at their Aug 13 meeting.
	XMAS Capitalizable Christmas Décor	28,643	28,643	-	-	Completed	Items ordered FY23 received mid-December FY24.
	Total Projects	52,074,920	15,177,013	4,016,194	32,881,712		

I. TDC Monthly Report - Informational Only

Okaloosa County Tourist Development Tax by Collection Period

Total Collections

*1% increase as of Feb 23 Collections (Jan 23 Reporting Period)

Month	FY23	FY24	% (+/-)
October	3,589,406.50	3,276,277.33	-8.72%
November	2,621,154.46	2,981,714.82	13.76%
December	1,089,937.11	1,295,378.95	18.85%
January	931,847.14	965,864.62	3.65%
February	999,193.36	992,564.91	-0.66%
March	1,314,722.67	1,383,812.10	5.26%
April	3,182,995.16	3,537,060.80	11.12%
May	3,945,677.01	3,277,373.73	-16.94%
June	4,371,375.99	4,664,414.06	6.70%
July	7,444,227.38	8,085,782.32	8.62%
August	9,061,643.07	8,258,472.23	-8.86%
September	4,232,351.93		
Total	42,784,531.78	38,718,509.87	

Current District Collections (6%)

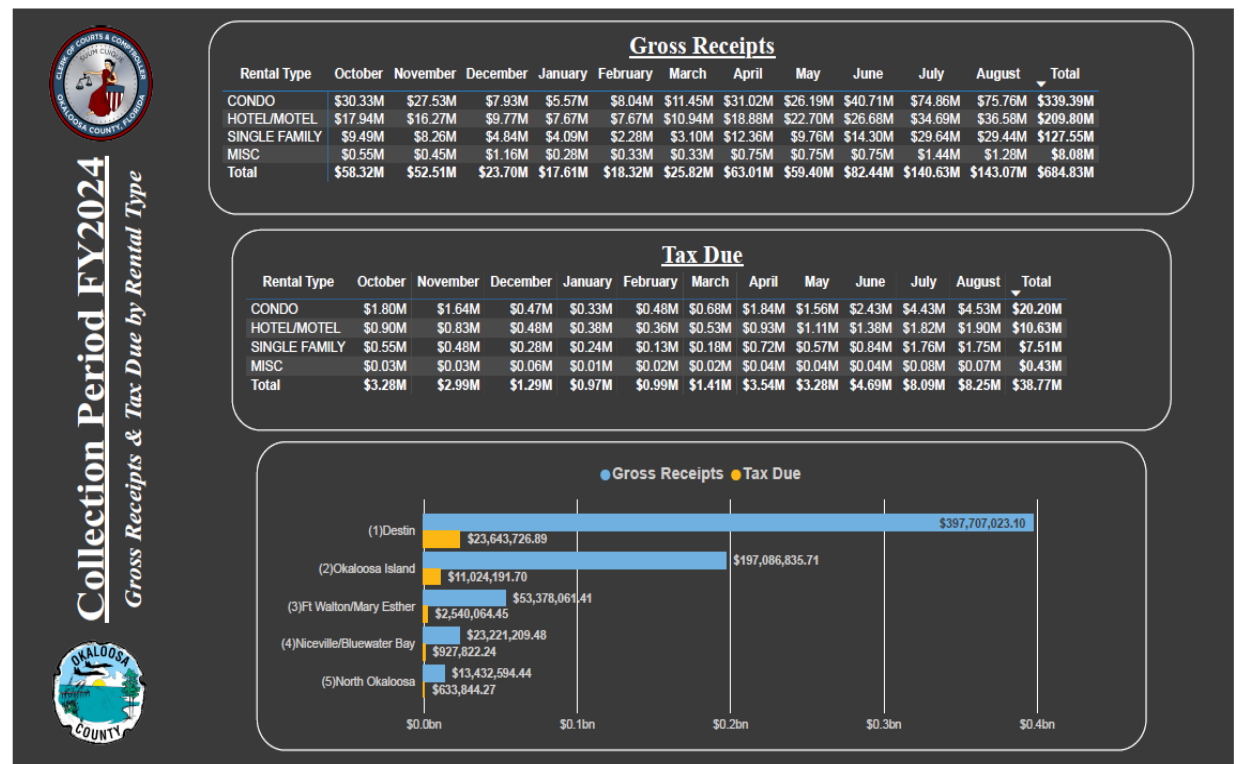
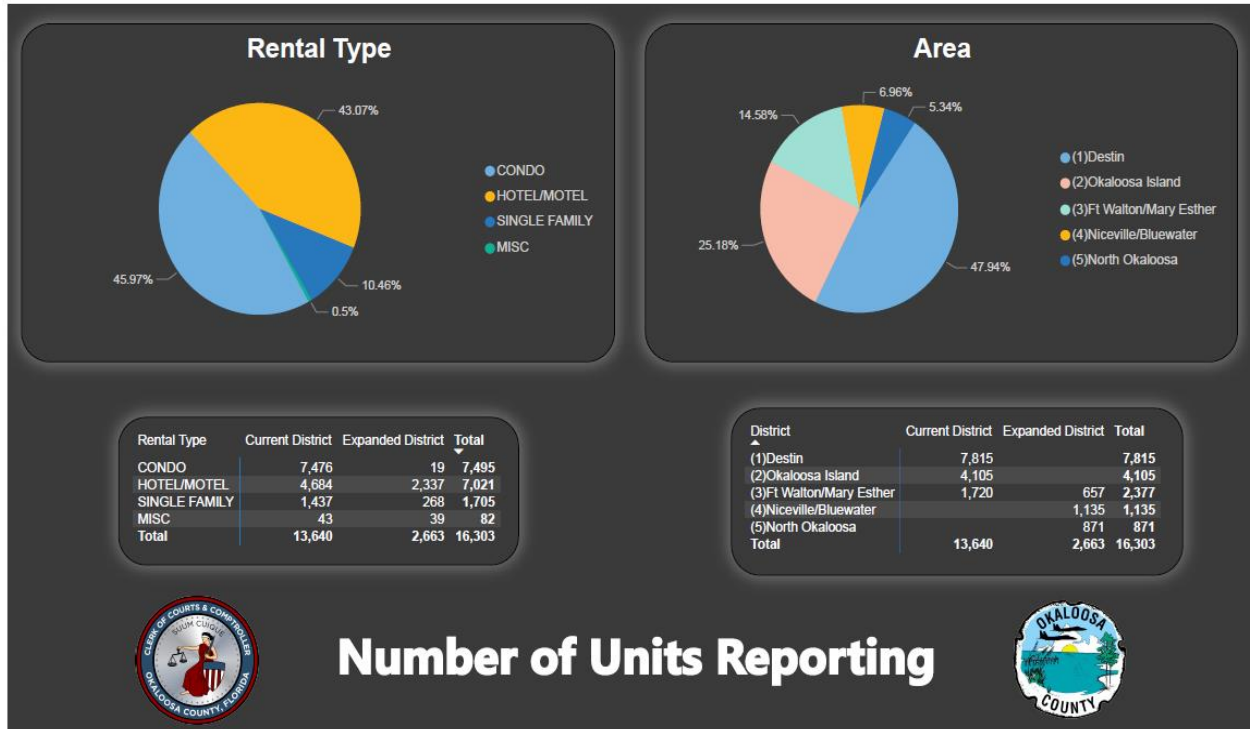
Month	FY19	FY20	FY21	FY22	FY23	FY24	% (+/-)
October	1,593,007.19	1,884,690.82	2,221,230.43	2,913,700.21	3,457,361.72	3,104,434.54	-10.21%
November	1,309,682.33	1,209,246.44	2,027,742.10	2,177,346.70	2,490,555.01	2,817,644.95	13.13%
December	828,040.56	608,271.78	826,108.63	1,074,763.79	991,384.32	1,123,537.23	13.33%
January	541,907.43	552,130.36	674,430.00	1,064,054.14	825,186.78	848,975.18	2.88%
February	591,499.87	698,331.50	810,277.30	656,796.53	887,575.40	865,902.01	-2.44%
March	929,605.46	959,719.31	1,030,939.09	1,039,092.04	1,170,079.04	1,239,716.77	5.95%
April	1,638,833.47	768,179.65	2,533,631.54	2,526,284.64	2,969,367.89	3,334,225.23	12.29%
May	1,634,939.01	232,848.94	3,027,344.52	3,245,110.93	3,734,841.53	3,040,430.64	-18.59%
June	2,775,474.02	1,490,641.58	3,836,461.91	3,712,196.33	4,144,035.69	4,402,002.89	6.23%
July	5,378,932.05	3,619,497.04	5,311,973.12	6,049,957.98	7,141,099.78	7,753,471.53	8.58%
August	3,676,259.33	4,019,404.74	5,971,521.24	7,513,491.71	8,732,720.80	7,886,747.20	-9.69%
September	2,237,069.94	2,639,207.26	4,063,463.37	3,796,845.88	4,035,845.16		
Total	23,135,250.66	18,682,169.42	32,335,123.25	35,670,240.88	40,580,053.12	36,417,088.17	

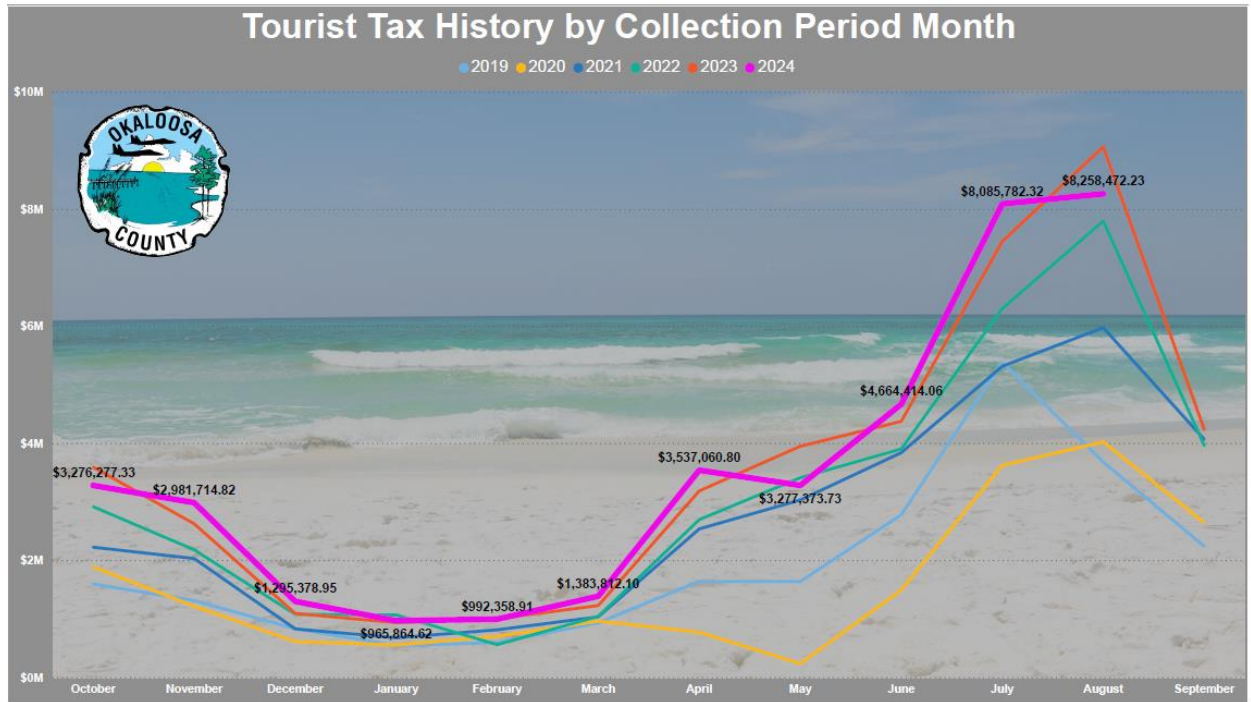
Expanded District Collections (5%)

Month	FY22	FY23	FY24
October	0.00	132,044.78	171,842.79
November	0.00	130,599.45	164,069.87
December	0.00	98,552.79	171,841.72
January	0.00	106,660.36	116,889.44
February	0.00	111,617.96	126,456.90
March	0.00	144,643.63	144,095.33
April	165,941.54	213,627.27	202,835.57
May	163,604.36	210,835.48	236,943.09
June	187,239.51	227,340.30	262,411.17
July	247,245.40	303,127.60	332,310.79
August	280,103.11	328,922.27	371,725.03
September	161,001.85	196,506.77	
Total	1,205,135.77	2,204,478.66	2,301,421.70

Reporting Period is always the month before the Collection Period

Reporting Period is always the month before the Collection Period





J. Announcements

- 1) Public Webcam at Joe's Bayou - A bucket truck will be installed on Tuesday, September 17th, to add the final piece of hardware needed to start live streaming the Joe's Bayou webcam. The data will be available on a public website, and the project is expected to be operational by October 7, 2024.
- 2) Median Maintenance Services Bid - The Council moved to re-advertise the request for bids for miscellaneous median maintenance services. The new bid is nearly ready to be published.
- 3) Parking Fee Collection System - The previous request for bids for a parking fee collection system has been reissued. The initial vendor selected could not provide all requested services, requiring the Council to put the project back out for bid.
- 4) Development order for parking structure behind McGuire Restaurant has expired. After completing a financial feasibility study, the developers determined the project was not financially feasible.
- 5) City Attorney & Code Compliance Educational Sessions - A motion was passed for the City Attorney to collaborate with code compliance to provide educational sessions. The first session is scheduled for September 25, 2024, and will occur monthly thereafter.

- 6) The city's shift differential pay policy has been updated to increase evening and weekend pay by up to \$3 more per hour. This change will take effect on October 1, 2024.
- 7) The city will participate in the International Coastal Cleanup on Saturday from 8:00 a.m. to 10:00 a.m. Participants can choose from multiple locations, including June White Decker Park. Registration is available on line and on the city's Facebook page.
- 8) Joint In-House Training Session - A joint training session between the Code Compliance Department, Community Development Department, and the City Attorney will take place on September 25, 2024. The training aims to enhance community services.
- 9) A city council forum will be held on October 1, 2024, from 6:00 to 8:00 p.m. at the annex, hosted by the Chamber of Commerce and the Emerald Coast Association of Realtors. The forum will include statements from candidates and a Q&A session, with questions drawn at random. The event will be live streamed on the Chamber's YouTube channel.
- 10) The Destin Seafood Festival will take place from Friday, September 27, to Sunday, September 29, 2024. Free vendor parking is available with a permit at specific locations. A shuttle service for the public will run from the west parking lot of Morgan Sports Center during the festival.
- 11) Public Works Department has begun the city's annual tree trimming program.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 24-10-CN - Adopting the Fiscal Year 2025 Millage Rate

The City Attorney read Ordinance 24-10-CN by title and then present it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to adopt Ordinance 24-10-CN on second reading adopting a proposed Fiscal Year 2025 millage rate of 1.6150 mills, which is more than the rollback rate of 1.4969 by 7.89% passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

B. Second reading of Ordinance 24-11-CN - Adopting the Fiscal Year 2025 Budget

The City Attorney read Ordinance 24-11-CN by title and then present it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Hebert moved to adopt Ordinance 24-11-CN on second reading to provide for a balanced budget for Fiscal Year 2025; seconded by Councilmember Stephens.

Councilmember Schmidt raised a question about the reported net budget changes. He pointed out that the agenda mentioned a net decrease of \$10,000, yet also listed \$605,000 in proposed reductions. He asked for clarification about whether those reductions had already been incorporated into the budget being passed.

The Finance Director explained that since the first public hearing, the city had removed \$10,000 for election fees, which was reflected in the final advertisement sent to the newspaper. The remaining \$605,000 in reductions were part of a separate 3% cut requested by the staff after the first hearing. She noted that the council had two options: to adopt the original budget on second reading or adopt an alternate budget with the 3% reductions. This would bring the total budget down from \$65.2 million to \$64.7 million.

Councilmember Destin strongly supported the 3% budget reduction, stating that it was not a cut in total spending or revenue but simply a reallocation of funds. The money would be moved from operational costs into reserves or used to reduce debt, creating a \$67,000 cushion. He highlighted the flexibility of the budget, noting that it could be amended later if any department found it difficult to function under the reductions.

Destin pointed out that cutting the operational budget would allow the city to save significantly on interest payments by paying down bonds sooner. He argued that if the city could not manage a 3% reduction, there would be a broader issue with its operations and fiscal stewardship.

Councilmember Destin offered a substitute motion to adopt Ordinance 24-11-CN on second reading after adjusting the budget to account for the 3% reduction in operations as proposed by staff, reducing the FY 2025 Budget to \$64,670,022. The substitute motion was seconded by Councilmember Schmidt

Councilman Bagby supported the reduction but had several detailed questions about specific budget cuts, particularly to ensure that crucial services were not affected.

He inquired about:

- The \$25,000 reduction for the Aquatic Center, noting that that this funding had not been provided in recent years and seeking clarification on its necessity.
- The assistant city manager's position, confirming that it was still budgeted at \$125,000 but was on hold pending further direction.
- Cuts to code compliance staffing, particularly the elimination of a deputy director and code training officer, noting that code compliance had previously been a priority for the council.
- A \$75,000 reduction in Engineering Professional Services, questioning whether this would be enough to handle required plan reviews without a city engineer.
- The \$100,000 cut to special events, including Christmas decorations, asking for clarification on how this would impact planned events.

City staff explained that the Aquatic Center had received funding in 2023 but not in 2024, and the need for the assistant city manager was still under review. The code compliance department had been reorganized under the Community Development Director, eliminating the need for a deputy director. Staff also assured that the \$75,000 budget for engineering services was deemed sufficient for the upcoming year, based on prior estimates.

Councilman Geile raised concerns about cutting funds for Christmas decorations, noting the importance of this to residents who had repeatedly asked for better decorations. He expressed disappointment that a vendor had been identified for the decorations, but the funding was cut before the city could implement the improvements. Geile encouraged the city to find alternative ways to save money rather than eliminating services that were important to the community.

Mayor Wagner acknowledged the difficulty of balancing the budget while maintaining services that residents value, such as Christmas decorations; adding that they could possibly organize a volunteer effort to decorate the city with donated or inexpensive lights. He noted that Christmas was a time of goodwill, and perhaps a community-led initiative could fill the gap left by the funding cuts. He emphasized the importance of ensuring that the city's budget remained fiscally responsible.

Councilmember Schmidt emphasized the importance of fiscal responsibility. He noted that the city often overestimates operational expenditures, resulting in large surpluses at the end of the fiscal year. He highlighted the need for better allocation of funds to ensure they were used wisely, and not simply set aside in buckets for emergencies that might never occur. He also supported the 3% reduction but argued that the budget needed further refinement to ensure cuts targeted unused funds. He stressed that the city must strike a balance between cutting unnecessary expenditures and maintaining key services for residents. He expressed regret over the impact on the special events department and suggested finding savings in other areas.

Councilwoman Hebert also supported the 3% reduction but expressed a similar concern regarding the cuts to Christmas decorations. She acknowledged the difficult decisions being made but argued that the city should try to find ways to maintain the community's expectations, particularly for long-awaited improvements like holiday decorations. She hoped that through careful budgeting, the council could reallocate funds later in the year for items like Christmas decorations, which were significant to the public.

There was a consensus that while the budget had to be passed tonight to meet legal obligations, the council would revisit the budget as needed throughout the fiscal year. Amendments could be made to address any issues that arose, such as underfunding for critical services or oversights in spending priorities. The council also emphasized that the budget was a living document and could be adjusted to meet the city's changing needs.

The substitute motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Stephens

Councilmember Stephens suggested setting up a donation bin for residents who want to dispose of their old or unused Christmas lights. These lights could then be collected and reused for the city's holiday decorations, providing a cost-effective way to enhance the festive atmosphere.

Councilmember Stephens raised concerns about various city committees and boards struggling to meet quorum requirements. He proposed exploring the idea of appointing alternates or even adding an eighth member to these groups to ensure consistent attendance and participation.

Councilmember Stephens expressed his view that the city may have too many redundant committees; pointing out that there are currently three different committees focusing on harbor-related issues. He suggested consolidating these committees into one, or alternatively empowering them by granting annual budgets. This would provide them with a greater sense of responsibility and purpose.

B. Councilmember Geile 1) Projects Status/Updates

- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King

Councilmember King made a motion to allocate an additional \$1,000 to the Christmas candy fund; to be sourced from the council's contingency fund. Motion passed 6-1 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember Hebert voted "no").

G. Councilmember Schmidt

Councilmember Schmidt made a motion to issue an RFP for the LED lighting project; seconded by Councilmember King.

Councilmember Schmidt raised a concern regarding the procurement process. He expressed surprise that a project exceeding one million dollars was not initially planned to go out for bid

and emphasized the importance of obtaining bids from professionals who have experience installing stadium lights at major venues, such as colleges and NFL stadiums. Schmidt advocated for exploring alternative companies before finalizing the contract. He mentioned that some companies suggested they could save the city a significant amount of money, and he believed it would be beneficial for the public to seek those options.

The Parks & Recreation Director clarified that the original plan was to piggyback on a contract that Okaloosa School District had with MUSCO Lighting, similar to a previous project involving the playground. However, she agreed to send the RFP to both MUSCO Lighting, and any other vendors identified by the council.

Councilmember Bagby asked if the revised approach to send the RFP out for bid would delay the project. The Parks & Recreation Director estimated that it would extend the timeline by approximately 90 days.

Councilmember Destin asked whether the city would lose the option to proceed with MUSCO Lighting if needed. In response, the Parks & Recreation Director stated that she would need to have a conversation with the company to determine that.

Motion passed 6-1 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Hebert voted “no”).

H. Mayor Wagner
I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:03 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
WORKSHOP
DESTIN CITY COUNCIL
AUGUST 26, 2024
ANNEX COUNCIL CHAMBERS
5:30 PM**

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Jim Bagby
Councilmember Kevin Schmidt
Councilmember Johnny King

Councilmember Dewey Destin
Councilmember John Stephens
Councilmember Terésa Hebert

City of Destin Staff

Interim City Manager Larry Jones
Community Development Director Tina Deater
Public Information Director Tamara Young
Projects/Grants/Contract Manager Jeffrey Cozadd
Planner Ashley Dominguez
City Attorney Kimberly Romano Kopp

City Clerk Rey Bailey
Finance Director Krystal Strickland
Principal Planner Steve O'Connor
Principal Planner Daniel Butler
Planner Sheri Burney
City Engineer Ryan Scott

PUBLIC COMMENTS:

Mr. Jim Wood, Chairman of the Local Planning Agency, expressed his support for the Land Development Code (LDC) moving closer to adoption. He emphasized the importance of finalizing the LDC, which, along with the comprehensive plan, zoning map, Future Land Use Map (FLUM), and design manual, will provide a comprehensive framework for the community. He highlighted the main goals of the LDC revision, which include clearer language, improved organization and format for ease of use, and consolidation of subjects where possible, such as eliminating redundant zoning areas.

Mr. Wood acknowledged that no plan is perfect and unforeseen issues may arise after adoption, as the LDC is a "living, breathing document" subject to updates. He urged the council to continue progressing with the adoption process, stating that a good plan now is preferable to waiting for a perfect one. Wood also reminded the council that significant efforts had already been made in previous years, such as eliminating the tier system and lowering building heights, some of which were incorporated into the city charter. He concluded by encouraging the council to listen carefully to the staff's update on Article 6 and the design manual.

WORKSHOP

A. Article 6 – General Development Standards & The Destin Design Manual

The city's Principal Planner Steve O'Connor gave the following presentation:

Topics of Discussion:

- What is in Article 6:
- Major Changes
 - ❖ Language
 - ❖ Format
 - ❖ Organization & Consolidation
- Public Workshops and LPA Meetings
- What is the Destin Design Manual (DDM)?

What is in Article 6?

- A majority of current:
 - ❖ Article 8 – Transportation
 - ❖ Article 10 – Infrastructure
 - ❖ Article 15 – Levels of Service
- Elements of current:
 - ❖ Article 12 – Recreation and Landscape Development
 - 12.04.00 – Landscape Development
- Parking Agreements and Shared Parking Requirements
- All site development requirements (what must be done)

The Principal Planner discussed changes to Article 6, which now includes components from multiple other articles of the Land Development Code (LDC). Specifically, Article 6 incorporates content from Article 8 (Transportation), Article 10 (Infrastructure), and Article 15 (Levels of Service), along with elements from the landscape regulations, buffer regulations, and parking regulations originally found in Article 8. All these regulations have been consolidated into a single site design article. He also mentioned that they will explain how the design manual will complement this article by clarifying both the "what" and the "how" of the regulations.

Major Changes

- Language

The Principal Planner addressed the challenges with the current LDC highlighting that it is difficult to read and poorly organized. This disorganization makes it challenging for staff to enforce the regulations because relevant rules are scattered and hard to locate, leading to potential oversight. He emphasized that reorganizing and rewriting the LDC would facilitate consistent interpretation, making it easier not only for staff but also for residents and developers to understand and apply the regulations.

➤ Format

There is a significant deviation in the format of the current LDC. The existing LDC contains large paragraphs that lack specific section references, making it difficult to pinpoint particular regulations. The absence of numbered paragraphs adds to this challenge. The new approach aims to address these issues by incorporating more charts and graphics, particularly in the design manual, to improve clarity and usability.

➤ Organizational & Consolidation

- Section 6.02
 - Includes Access Management - **8.00.00 - 8.10.00**
 - Updates many regulations that are currently not in compliance with FDOT, NFPA or general engineering standards
 - Clear Zones and Sight Triangles - **8.03.00 & 8.07.00**
 - Access (Ingress/Egress) Section - **8.04.00**
- Section 6.03
 - Reorganized and formatted Parking regulations for agreements, shared and off-site parking requirements - **8.06.00**
- Section 6.04
 - Utility infrastructure (Sewer, Water) - **Article 10**
- Section 6.05
 - Lighting Regulations - **7.17.00, 8.09.00, 12.02.00**
- Section 6.06
 - Reorganizes all Landscaping requirements from current **Article 12**
- Section 6.07
 - Consolidates all fences and gates from various sections throughout the current LDC
- Section 6.08
 - Reorganizes, reformats, consolidates and deconflicts all current buffer regulations
- Section 6.09
 - Consolidates the environmental control plans such as erosion, vibration, and dust control.
- Section 6.10
 - Adds regulations that clarify standards for easements
- Section 6.11
 - Provides clarity on the Harbor Boardwalk development requirements that are currently not properly placed or readily known - **8.09.00**
- Section 6.12
 - Clarifies construction activity requirements
- Section 6.13
 - Reorganizes the Concurrency Management System regulations - **15.03.00**
- Section 6.14
 - Reorganizes the adopted LOS - **15.02.00**

The Principal Planner discussed the issue of disorganization in site development requirements, where information is scattered across various sources. He highlighted that the current situation is confusing, with requirements for different aspects like sewer, water, property access, mechanical equipment screening, and landscaping elements being spread out. He introduces a new article that consolidates all these requirements into one document, making it easier for developers to find and understand what is needed for their projects in one place.

Public Workshops and LPA Meetings

Staff conducted multiple workshops and public meetings discussing Article 6 and specific topics pertaining to article 6:

- February 13, 2024 – Public Works/Public Safety meeting (Street Trees)
- February 27, 2024 – Parks & Recreation meeting (Park Trees)
- March 21, 2024 – LPA meeting
- April 11, 2024 – LPA meeting
- May 2, 2024 – LPA meeting

- May 16, 2024 – LPA meeting (No substantive discussion, just an update on what had been added or changed)
- June 11, 2024 (Destin Design Manual only) – Public Works/Public Safety meeting
- August 8, 2024 – LPA meeting

Tandem Parking: Section 6.03.02:

The current regulations allow tandem parking for both residential and non-residential uses, with specific restrictions. For residential properties, tandem parking is limited to two vehicles in a line, meaning that if a car is parked in front, only one car can be parked behind it. This prevents a situation where two cars need to be moved to access the front vehicle. This rule generally applies to typical household parking arrangements.

For non-residential uses, tandem parking of up to three vehicles is permitted, but only if managed by a valet service, not for general use.

The LPA has recommended changes to these regulations, particularly for residential areas. They propose removing the tandem parking restriction from all residential districts. This recommendation reflects a desire to return to more traditional neighborhood designs, where tandem parking was more common and organic before the prevalence of cars. The Principal Planner references historic neighborhoods in cities like Denver, where houses often had small driveways running alongside the home, allowing for more flexible parking arrangements without impacting the street view.

DISCUSSION:

The council discussed issues related to tandem parking and residential district regulations. Councilmember Bagby expressed concern about accessory structures like garages causing water drainage onto neighboring properties. He suggested adding language to the regulations to require driveways to be sloped to retain water on the owner's property, which was agreed upon.

There was also a discussion on limiting tandem parking to one side of the house, as there are restrictions on having more than one access point for a residence unless justified by a traffic study. Councilmember Destin highlighted the impact of these regulations on short-term rentals (STRs), particularly how increased parking capacity could lead to more STRs, which is not desired. He considered whether they could enforce the parking rules specifically for long-term residents and suggested potential measures like requiring valet services for STRs to better manage parking.

Overall, the council was cautious about expanding parking options that might inadvertently encourage more STRs and undermine current regulations meant to limit them. The discussion ended with agreement to refine the language and explore more ways to control parking and ensure compliance, particularly in relation to short-term rentals.

Shuttle Parking:

The conversation focused on the issue of parking requirements for businesses in the harbor area, specifically concerning the use of shuttle services as a means to reduce parking demand. The staff frequently receives inquiries from businesses interested in using shuttles to transport customers, thereby reducing the need for on-site parking.

- Shuttle Service Proposal:

Some businesses proposed using shuttle services to pick up customers from their homes, hotels, or rentals and bring them to their establishments. This would potentially reduce the need for on-site parking. The main challenge with allowing shuttle services to reduce parking demand is the risk associated with a business being sold. A new owner may not continue the shuttle service, leading to a parking deficit.

Staff could not find any existing regulations that adequately address this issue and prevent potential future parking shortages. After discussing the issue, the LPA recommended not allowing parking reductions based on shuttle services due to the potential future issues with parking deficits if ownership changes.

- Clarification of Current Regulations:

The city does not currently allow for reduced parking requirements in exchange for shuttle services. Businesses can still offer shuttle services, but they must meet the required on-site parking standards.

A suggestion was made to include language in business regulations that would make shuttle service requirements non-transferable upon the sale of the business. However, this was deemed impractical as it would still result in a parking deficit if a new owner did not continue the service.

The conversation referenced a similar issue with livery businesses, where all current operators meet their parking demands, but it remains a point of concern for future transfers.

An example was provided of existing businesses using shuttles voluntarily, such as the Destin Harbor Haulers, who partner with other businesses to provide customer transportation. This practice is allowed but does not qualify for parking reductions.

The staff and LPA concluded that while shuttle services are a beneficial option for businesses, they should not be used to justify reduced parking requirements due to the potential for creating future parking shortages if the service is discontinued by a subsequent owner. The City aims to protect the interests of current and future property owners by maintaining the standard parking requirements.

Sewer Connection Requirements: 6.04.02.D.2.

There was a discussion regarding the enforcement of sewer connection requirements for properties within a certain distance from existing sewer lines. According to both city regulations and state statutes, property owners must connect to the sewer system within a year if service is

available. However, this has not been actively enforced by the city, leaving several homes still unconnected.

The main issue discussed was whether to actively enforce these regulations or to align solely with state statutes and collaborate with Destin Water Users (DWU) for enforcement. The LPA recommended maintaining the current city regulations and beginning active enforcement.

A DWU representatives stated that there are currently 33 homes with access to sewer services that have not connected, and 96 homes that do not yet have access. Questions were raised about the specifics of enforcement and the number of affected homes. The LPA suggested developing a one-year plan to notify property owners and enforce the connection requirement, with the current tap fee being \$2,800.

Further discussions touched on which areas have access to sewer, including Vintage Circle and Crystal Beach, where previous projects extended sewer lines. However, some areas like Main Street do not have sewer available yet, but there are plans for future expansion.

Tree Removal: 6.06.05

The discussion centered around the removal of trees on residential properties, a recurring issue for city staff. The LPA recommended that residential properties, including duplexes and single-family homes, should not require a permit to remove trees, regardless of the tree's age or size. There are no replanting requirements, though maintaining landscaping is encouraged.

Several concerns were raised about the impact of unrestricted tree removal, especially regarding large, old, and heritage trees. There was debate over the need for some regulation to protect significant trees while balancing property owners' rights. Suggestions included focusing on the size of trees, like heritage oaks, as a threshold for protection, and possibly exempting smaller trees from strict regulations.

City staff highlighted previous failed attempts to regulate tree removal due to strong public opposition, with residents expressing frustration over perceived bureaucratic overreach, such as requiring a licensed arborist for tree removal. It was noted that while the desire to protect trees is strong, any new regulation would need to be carefully considered to avoid backlash and ensure community buy-in.

Insurance companies' concerns were also mentioned, as they sometimes require tree limbs to be cut back from houses, complicating the issue further. The discussion concluded with an acknowledgment of the complexity of the topic and the need for thoughtful consideration if any new policies are to be proposed.

Common Boundary Buffer: 6.08.02.F.

The discussion addresses the issue of common boundary buffers in residential areas, which are meant to create a space between more intense and less intense uses. Staff noted that the current regulations require a 5-foot buffer between similar residential properties, even though setbacks are already mandated and often exceed this buffer. Staff and the LPA discussed the limitations these buffers impose, particularly the inability to install hardscaping like driveways within them. To address this, they proposed redistributing the required buffer space to other areas

on the property, such as the front yard, which must then be permanently vegetated. Despite these adjustments, the consensus was that the common boundary buffer serves little purpose for residential-to-residential properties due to existing setback requirements. As a result, the LPA recommended removing the common boundary buffer requirement altogether in residential districts where it applies between residential properties.

Fences: 6.07

The discussion centers around the removal of the old Destin MMTD (Multimodal Transportation District) and its impact on fencing regulations. The old MMTD exempted properties from the common boundary buffer and allowed fences taller than the usual three feet on front property lines. With its removal, many existing fences would become non-conforming, limiting repairs to 25% at a time or requiring compliance with the three-foot height limit for complete replacements. This has raised concerns among residents, as stricter regulations could cause dissatisfaction, especially after events like hurricanes, where fences may need to be rebuilt.

Several solutions were proposed, including exemptions from the three-foot rule for residential properties in specific planning areas. The LPA directed staff to develop regulations accommodating these solutions, allowing for eight-foot fences in certain areas. The council discussed potential issues with non-compliance and the impact on properties, particularly corner lots where taller fences provide necessary privacy. There was general agreement to adopt the new regulations to avoid widespread discontent among residents.

View Corridors: Comp Plan Policy 7-1.2.5

Policy emphasizes maintaining vertical open spaces and preserving Waterfront views and vistas that are crucial for both Destin residents' quality of life and the tourism economy. The policy requires the LDC to establish standards by 2019 to regulate site development, building mass, height, and fencing to promote Waterfront views. However, it was noted that these standards have not been implemented.

Although the policy called for the establishment of view corridors and specific regulations, none have been developed. Current regulations, such as setbacks and the 3-foot fence requirement, do not address the preservation of views adequately. There were concerns that introducing new regulations now, such as a mandatory buffer for view corridors, might infringe on existing property rights, given the current setback requirements. The LPA advised not to pursue view corridor regulations until specific corridors are identified. If no identification occurs, the policy should be removed from the comprehensive plan, as it is not being implemented under the current LDC.

Some council members supported maintaining view corridors and continuing efforts to protect views, especially along the Destin Harbor and beaches, despite past challenges with developers circumventing the intent by planting vegetation that obstructed views. The idea of keeping the policy in the comprehensive plan was supported to ensure the city continues to work toward creating view corridors, even if progress has been slow.

Staff noted that to implement view corridor regulations, a study by a consultant or extensive public workshops would be needed, which is not feasible in the immediate future. An evaluation and appraisal report of the comprehensive plan is due soon, possibly next year, to

ensure all regulations align with the plan. Adjustments to the language regarding view corridors may be considered during this process.

The discussion concluded with acknowledgment that while progress has been made on view corridors in certain areas, a more comprehensive city-wide approach is needed, and any future steps will require careful planning and community involvement.

What is the Destin Design Manual (DDM)?

- A supplemental document to the LDC
- Houses the design or development specifications for site design and elements
- The LDC is “**What**” you must do, the DDM is “**How**” you do it.
- Purpose and Intent
 - Implement city’s policies regarding:
 - Aesthetic
 - Infrastructure
 - Minimum design standards (Engineering Specifications & Drawings)
 - Easier to enforce
- Engineered Drawings
 - The design drawings are meant for design professionals to copy these specs into their plans.

The discussion is about the introduction of the proposed Destin Design Manual (DDM) as part of a broader effort to streamline planning and engineering processes. The DDM will contain detailed design standards and specifications, which were traditionally included within the regulations, but are now being separated into a manual that is adopted through the regulations. This approach is part of a trend in the planning and engineering community to simplify and clarify regulatory processes.

The manual will include design drawings for various requirements, such as access radii in residential districts, enabling developers to easily copy these standards into their plans. This reduces back-and-forth communication and ensures compliance with city codes. In addition to design specifications, the manual will cover procedural elements like numbering, house addressing, and street naming conventions, which are not directly related to site or land development but are necessary for city operations.

The relationship between the LDC and the DDM is that the LDC specifies what must be done, while the DDM outlines how to do it. The manual is designed to reflect current standards and industry trends, including safety and fire codes, and consists of 52 to 53 drawings covering a wide range of elements from city signage to parking lot wheel stops. This comprehensive approach aims to provide clear, standardized guidance for development projects within the city.

What is in the Destin Design Manual ?

- A majority of the design specifications from the MMTDs
 - Section 7.09.00 – Special design criteria

- Section 7.09.03 – Design review requirements
- Elements of Article 12 for Landscape development
- Article 17 – Checklists
- Design Details (Engineering Specifications & Drawings)
- New Addressing & Street Naming System & Processes
- All Measurements (how to measure)

The design manual consolidates valuable design specifications from previous documents, particularly the MMTD (Multi-Modal Transportation District), and integrates good existing design practices. It includes specific details, such as landscape development standards and development checklists from Article 17, along with clear instructions for measurements like tree diameter at breast height (DBH), with illustrations for various scenarios like multi-trunk trees.

The design manual will be a standalone document, separate from the LDC, allowing for streamlined updates and modifications without multiple public hearings. This approach facilitates quicker adoption of changes through ordinances directly presented to the city council, though public input is not excluded. If necessary, relevant boards and public hearings will still be involved in the process, ensuring transparency and adherence to industry standards and best practices.

DISCUSSION

The discussion focused on the city's policies and practices regarding tree planting in areas near sidewalks and impervious spaces, with specific reference to street tree requirements and design details outlined in the design manual. It was confirmed that while there are specific guidelines, there is also flexibility for alternatives as long as they meet the minimum requirements specified in the LDC.

Councilmember Destin expressed concerns about the speed of the design process, emphasizing that staff should not circumvent the legislative process, which typically includes public participation and oversight by the LPA. This concern was echoed by other council members, who were apprehensive that the rapid adoption of design details without adequate public input could diminish community involvement. They emphasized the importance of committees and public interaction to ensure that the community is informed and engaged in the decision-making process, advocating for routing the review through the LPA to increase transparency and public engagement.

GENERAL DISCUSSION

In this segment of the meeting transcript, various city council members and staff discuss design details and regulatory issues related to urban planning, landscaping, and transportation within the city.

Mayor Wagner inquired about canopy coverage of tree vegetation over impermeable surfaces like asphalt, particularly regarding mature tree canopy measurements. The concern is to mitigate heat islands in the city by ensuring sufficient tree cover over such areas. Staff indicate

that while there are standards for minimum tree height and caliper, there is not a specific standard for mature canopy coverage over asphalt.

Discussion shifts to the landscaping section of the code, specifically article 6, and its impact on code enforcement related to yard maintenance. Staff mentioned that the city is working on adopting the International Property Maintenance Code, which would address yard upkeep and other issues in more detail.

Council members discuss lane width as a mechanism for speed calming, indicating a preference for narrower lanes over traditional speed bumps or stop signs. This is connected to a broader conversation about neighborhood safety and traffic management.

The council discusses integrating various regulatory codes, such as the LDC, the Code of Ordinances, and design manuals. There is a need to clearly distinguish between these documents to avoid confusion and ensure proper enforcement of the regulations. Several sections of the code, such as section 6.11 related to harbor development, are being reorganized for clarity and enforcement efficiency. The staff aims to highlight key regulations that were previously buried in the code.

Councilmember Bagby debates the use of palm trees in the city, with concerns raised about their prevalence and lack of canopy cover compared to native trees. He suggests limiting their use to 5% of the total required trees in certain areas, down from 80%.

There is a discussion on the effectiveness of roundabouts versus speed bumps and stop signs for traffic calming in residential areas. Some council members support roundabouts based on national safety data, while others remain skeptical, advocating for more proven methods like speed bumps.

The City Engineer provides an overview of the feedback process on the design manual details, which included input from local engineers, contractors, and public safety committees.

PUBLIC COMMENTS

Ms. Sandy Trammell, a Destin resident and Parks & Recreation Committee Chair, addressed several concerns and suggestions regarding the LDC. She emphasized the issue with homes built diagonally, resulting in cluttered front yards filled with multiple vehicles and construction trailers, which are not adequately regulated under the current code. She suggested that the definition of the front yard should be clarified as the area facing the street, regardless of the house's orientation.

Ms. Trammell also advocated for the reduction of palm trees, particularly non-native species like Sego Palms, which are harmful to dogs. She highlighted the need for better shade trees on sidewalks due to increasing temperatures, as palm trees do not provide sufficient cover. She proposed raising the minimum height for tree limbs over sidewalks from 10 to 15 feet for the safety of cyclists.

Sharing her recent experience in Louisiana, Ms. Trammell mentioned a traffic calming method involving rumble strips on a narrow road, which effectively controlled speed without the need for speed bumps. She suggested this could be a viable alternative for local roads.

Additionally, Ms. Trammell discussed the use of small roundabouts with trees for traffic calming in some residential areas and country clubs. Regarding water taxis, She clarified that the Harbor CRA Advisory Committee previously decided not to recommend mandating water taxi stops for developments unless they involved over 50% redevelopment or new construction.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:25 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney
Kyle Bauman, Special Projects Attorney

FROM: Krystal Strickland, Finance Director

DATE: October 4, 2024

SUBJECT: 2024 Debt Issuance RFQ Underwriters and Bank Loan

I. BACKGROUND: On June 3, 2024, staff brought forth a debt issuance update to Council confirming amount to borrow and proposing a timeline, process, and choice of an SEC licensed broker (underwriter). Council made three motions:

1. Council moved to approve issuance of \$25 million to underground overhead utilities from the Marler Bridge to Airport Road, to complete construction of the Cross Town Connector, and for purchase of 1 Harbor Blvd.
2. Council directed staff to undertake a competitive solicitation for either a bank loan or an underwriter.
3. Council directed staff to bring back an adjusted timeline for the 2024 debt issuance to include additional time needed to develop and route competitive solicitations.

At the August 5, 2024 regular council meeting, a motion was made to bring back revised ITN to clearly request a 10-year amortization of principal and a 15- year amortization with a 10-year balloon.

At the August 12, 2024 regular council meeting, a motion was made to issue the RFQ and ITN, and to bring back a comparison of costs before the date scheduled to choose between a public bond issuance or a bank loan.

On September 3, 2024, staff chose to extend the response deadline from September 5, 2024 to September 26, 2024.

IF Bank Loan is selected, negotiation/documentation with selected bank can commence immediately. The debt ordinance needs recommendation by the Harbor CRA advisory committee and must be read at two public hearings. Staff recommend the following:

- October 8, 2024: Send ad to newspaper to advertise Debt Ordinance Reading#1 for publication by October 11th for October 21st meeting
- October 9, 2024: Attain recommendation by Harbor CRA Advisory Committee and approval of Interlocal Agreement Amendment by Resolution
- October 16, 2024: Attain recommendation by Town Center CRA Advisory Committee and approval of Interlocal Agreement Amendment by Resolution
- October 21, 2024: CRA Board meeting to approve Resolution to amend the Interlocal Agreement. Regular Council Meeting: Debt Ordinance Reading#1
- October 22, 2024: Send ad to newspaper to advertise Debt Ordinance Reading #2 for publication by October 25th for November 4th meeting
- November 4, 2024: Regular Council Meeting: Debt Ordinance Reading#2
- November 7, 2024: Loan Closing

IF Negotiated Public Issuance with Underwriter is chosen, the financing process is expected to take 90-100 days to close:

- Month 1 (Oct/Nov): Staff will work with Bond Disclosure Counsel to write the Preliminary Official Statement (POS). The Financial Advisor and Finance Director will discuss bond ratings and potential bond insurance with the Underwriter.
- Month 2 (Nov/Dec): Informational packets will be routed to any chosen bond rating agencies and bond insurers. Calls will be set between City Management and any rating agencies to get the bond rating process underway.
- Month 3 (Dec/Jan): Financing documents and a substantially final POS will be brought forth to Council for review and approval (60-70 days from process initiation). Upon approval, the POS will be routed to potential investors for 7-10 days prior to the pricing date. Pricing to closing usually takes up to three weeks.

II. DISCUSSION: Staff have completed their assessment of both the Banking Invitation to Negotiate (ITN) and the Request for Qualification (RFQ) for Investment Banking and Underwriting Services.

Staff proposed to borrow up to \$25 million for the following purposes:

\$11.5 million Undergrounding Overhead Utilities

9.0 million Reimbursement for Acquisition of 1 Harbor Boulevard

4.5 million Construction of Cross-Town Connector Roadway

=====

\$25.0 million total

Staff proposed the following sources to pay the debt service:

Undergrounding:

Town Center CRA TIF: Up to \$4 million

Harbor CRA TIF: Up to \$4 million

Electric Franchise Fee

1 Harbor Boulevard:

Harbor CRA TIF only

Cross-Town Connector:

Gas Tax #2 (restricted to Comprehensive Plan related transportation projects)

Any shortfalls in the above funding sources will be supplemented by the General Fund to ensure debt service occurs on a timely basis.

SUMMARY OF INVITATION TO BID RESULTS

All bids received by or before September 25, 2024 at 2pm are attached.

The top respondent to the ITN was Trustmark, for the following reasons:

- The **rates** proposed by Trustmark were "**firm**", as opposed to "indicative" rates offered by PNC bank and Regions bank.
- **Prepayment** may be made at any time **without penalty**, as opposed to "make-whole" proposed by PNC and Regions.
- The **rates** proposed were the **lowest** of the three banks.
- The estimated **lender closing fees** were the **lowest** of the three banks.
- Trustmark offers an option with the lowest impact on the General Fund.

Below is a summary table of the results. All figures are estimates pending finalization.

Lender	Trustmark	Trustmark	Trustmark	Regions	Regions	Regions	PNC	PNC
Commitment Term	10 Years	5 Years	5 Years	10 Years	10 Years	15 Years	10 Years	10 Years
Amortization	10 Years	10 Years	15 Years	10 Years	15 Years	15 Years	10 Years	15 Years
Prepayment Penalty	\$0	\$0	\$0	make-whole	make-whole	make-whole	make-whole	make-whole
Lender Closing Costs	\$4,000	\$4,000	\$4,000	\$10,000	\$10,000	\$10,000	\$8,000	\$8,000
Interest Rate	3.50%	3.45%	3.48%	3.54%	3.67%	3.79%	3.79%	3.88%
Rate Type	firm	firm	firm	indicative	indicative	indicative	indicative	indicative
General Fund Impact	(\$4,806,599)	(\$3,462,659) thru Year 5	(\$981,169) thru Year 5	(\$4,714,089)	(\$1,582,013) thru Year 10	(\$2,117,657)	(\$5,223,140)	(\$1,688,119) thru Year 10
Mandatory Refi	n/a	@ Year 5	@ Year 5	n/a	@ Year 10	n/a	n/a	@ Year 10
Outstanding @ Refi	n/a	\$ 13,711,000	\$ 18,210,000	n/a	\$ 9,959,000	n/a	n/a	\$ 10,045,000

Below is a comparison of an estimated 20-yr public offering versus Trustmark's 5/15 option. These two options were selected because of the lowest impact on the General Fund.

STAFF RECOMMENDATION #1				STAFF RECOMMENDATION #2			
Lender		Public Offering		Trustmark			
Commitment Term	20 Years			5 Years			
Amortization	20 Years typical:			15 Years			
Prepayment Penalty	\$0 at 10yrs			\$0			
Lender Closing Costs				\$4,000			
True Interest Cost (TIC)	3.60%			3.48%			
Rate Type	estimated			firm			
General Fund Impact	\$ (507,447)			\$ (981,169)			
				thru Year 5			
Mandatory Refi	n/a			@ Year 5			
Outstanding @ Refi	n/a			\$ 18,210,000			
		General			General		
Year	Total Debt Svc	Other Funds	Fund	Total Debt Svc	Other Funds	Fund	
1	\$ 1,416,158	\$ 1,363,222	\$ 58,428	\$ 2,034,963	\$ 1,793,830	\$ 241,133	
2	1,806,500	1,763,202	50,498	2,174,141	1,940,938	233,203	
3	1,805,750	1,766,075	47,775	2,173,639	1,946,424	227,215	
4	1,808,250	1,768,175	45,025	2,174,484	2,004,504	169,980	
5	1,803,750	1,771,452	42,248	2,174,571	2,064,933	109,638	
6	1,807,500	1,774,757	39,443	2,173,902	-	-	
7	1,804,000	1,776,990	36,610	2,174,370	-	-	
8	1,808,500	1,780,102	33,748	2,173,924	-	-	
9	1,805,500	1,782,942	30,858	2,174,495	-	-	
10	1,805,250	1,785,411	27,939	2,174,030	-	-	
11	1,807,500	1,789,410	24,990	2,174,425	-	-	
12	1,807,000	1,791,737	22,013	2,173,627	-	-	
13	1,803,750	1,795,345	19,005	2,173,585	-	-	
14	1,807,750	1,797,033	15,967	2,174,159	-	-	
15	1,808,500	1,800,751	12,899	2,174,297	-	-	
16	1,806,000	1,814,050	-	-	-	-	
17	1,805,250	1,814,050	-	-	-	-	
18	1,806,000	1,814,500	-	-	-	-	
19	1,808,000	1,813,200	-	-	-	-	
20	1,806,000	1,813,300	-	-	-	-	
TOTAL	\$ 35,736,908	\$ 35,375,703	\$ 507,447	\$ 32,472,612	\$ 9,750,629	\$ 981,169	

If the Trustmark 5/15 option is chosen, the City will have to refinance the balloon payment of \$18.2 (estimated) by Year 5. Of these two proposed options, the Trustmark option has the larger impact on the General Fund. The 20-year Public Offering offers the lowest impact on the General Fund. Refinancing by year 5 could erase any initial cost savings in lower cost of issuance of a bank loan.

A comparison of an estimated Public offering to the three proposed options by Trustmark is attached. The Trustmark options for 5-year term/10-year amortization and 10-year term/10-year amortization would require significant funds from the General Fund that are currently planned for Operations.

Trustmark			Trustmark		
5 Years			10 Years		
10 Years			10 Years		
\$0			\$0		
\$4,000			\$4,000		
3.45%			3.50%		
firm			firm		
\$ (3,462,659)			\$ (4,806,599)		
thru Year 5					
@ Year 5			n/a		
\$ 13,711,000			n/a		
Total Debt Svc	Other Funds	General Fund	Total Debt Svc	Other Funds	General Fund
\$ 2,816,251	\$ 1,847,127	\$ 969,124	\$ 2,823,797	\$ 1,847,102	\$ 976,695
3,009,079	2,199,351	809,727	3,016,530	2,199,232	817,298
3,008,454	2,309,043	699,410	3,015,920	2,312,422	703,498
3,009,120	2,369,225	639,895	3,015,528	2,371,544	643,983
3,008,993	2,664,490	344,502	3,016,265	2,667,675	348,590
3,008,967	-	-	3,016,028	2,741,829	274,198
3,008,940	-	-	3,015,710	2,746,850	268,860
3,008,842	-	-	3,016,208	2,752,792	263,415
3,008,518	-	-	3,016,380	2,758,518	257,862
3,008,883	-	-	3,016,140	2,763,943	252,197
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
\$ 29,896,045	\$ 11,389,237	\$ 3,462,659	\$ 29,968,505	\$ 25,161,906	\$4,806,599

2025 - 2029 Uses of General Funds:

	FY2025				
	ADOPTED	FY2026	FY2027	FY2028	FY2029
01 GENERAL FUND	BUDGET	PROJECTION	PROJECTION	PROJECTION	PROJECTION
01-51 General Government	5,265,654	5,299,822	5,479,670	5,716,270	5,859,810
01-52 Public Safety	4,529,334	4,663,794	4,799,580	4,939,730	5,084,390
01-53 Physical Environment	304,818	315,561	326,220	337,250	348,670
01-54 Transportation	2,482,469	2,563,065	2,643,860	2,727,430	2,813,900
01-55 Economic Environment	15,900	16,060	16,220	16,380	16,540
01-56 Health & Human Services	75,355	75,410	75,470	75,530	75,590
01-57 Culture and Recreation	5,378,368	5,362,366	5,544,430	5,733,110	5,928,760
01-59 Capital Outlay	65,850	67,800	69,800	71,900	74,100
01-59 Debt Service Principal	79,610	81,722	83,891	86,226	88,816
01-59 Debt Service Interest	8,175	6,063	3,895	2,868	2,740
TOTAL EXPENDITURES	18,205,532	18,451,663	19,043,036	19,706,694	20,293,316
Excess (deficiency) of revenues	3,979,661	3,819,450	3,899,685	3,791,207	3,774,511
01-38 Proceeds from Issuance of	166,720	-	-	55,000	-
01-38 Transfers In	8,500,000	-	-	-	-
01-58 Transfers Out	(8,397,476)	(5,195,611)	(4,628,544)	(5,174,294)	(5,465,230)
Total other financing sources (us	269,244	(5,195,611)	(4,628,544)	(5,119,294)	(5,465,230)
01 Net change in fund balances	4,248,906	(1,376,161)	(728,859)	(1,328,086)	(1,690,720)

To meet debt service on the other proposals, significant cuts would need to be made to General Fund Operations. The majority of funds listed as "transfers out" are restricted by existing debt covenants, grant agreements, and resolutions and commitments.

SUMMARY OF RFQ FOR INVESTMENT BANKING

The City received 5 responses to our Request for Qualifications for Investment Banking and Underwriting Services. Staff's review with notes and details is attached.

Staff ranked the RFQs as follows:

1. Siebert Williams Shank
2. Raymond James
3. Jefferies
4. PNC Bank
5. Truist Bank

Different firms scored the highest possible points in different categories. All firms have a tremendous capability and expertise.

Siebert Williams Shank scored overall highest.

COST OF ISSUANCE (COI)

Cost of issuance includes closing costs paid to lender counsel, city counsel, city bond counsel, printers, rating agencies, financial advisors, and others for the technical services related to borrowing funds. Although cost of issuance for a Public Issue are much higher than for a Bank Loan, the significantly lower rates offered in the Public Market more than offset the difference.

Below is a summary of Cost of Issuance for the two primary options proposed by staff

(Public Offering versus Trustmark 5/15 Bank Loan). The Public Offering COI is twice higher than the Bank Loan COI. However, this proposed bank loan must be refinanced within the next five years, and the refinancing costs will likely be equivalent or higher than the initial Bank Loan, leaving no cost savings.

\$356,211 Public Offering Estimated Total Cost of Issuance (SWS)

\$160,000 Bank Loan Estimated Total Cost of Issuance (Trustmark)

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on budget depends upon Council's preferred choice of debt structure.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend proceeding with a public offering with Siebert Williams Shank as the City's Investment Banker and Underwriter.

IV. RECOMMENDED MOTION: I move to proceed to procure Siebert Williams Shank as the City's investment banker and underwriter for a public debt issuance.

OR

I move to negotiate a loan with Trustmark Bank with a term of 5 years and an amortization of 15 years at the proposed firm price of 3.48%. First reading of the debt ordinance shall be scheduled for October 21, 2024.

Attachments:

1. top 2 picks - impact on GF
2. COI Summary - Destin - PO vs BL
3. Cash Flows - Destin - SWS 20Y Public
4. Cash Flows - Destin - Trustmark 5Y15A
5. ITN review notes
6. Trustmark Bank
7. RFQ review notes
8. SWS Response to the City of Destin RFQ
9. ITN Bank Loan 2024
10. Addendum 1 - Destin 2024 Bank Loan ITN - Schedule Modification
11. Addendum 2 - Destin 2024 Bank Loan ITN
12. Invitation to Neg., Bid Results
13. PNC Bank Proposal - City of Destin -

9-26-2024

14. Regions Bank
15. RFQ 24-06-FIN Underwriting
16. Addendum 1 - Destin 2024 UW RFQ -
Schedule Modification
17. RFQ Investment Banker Bid Results
18. Jefferies' Response to Destin RFP
(2024.09.26_2PM)_vF
19. PNCCM Response to City of Destin
RFQ_24-06-FIN
20. Raymond James RFQ Response to
City of Destin 09-26-24
21. Truist's Response to City of Destin
RFP 9.26.2024

CITY OF DESTIN INVITATION TO NEGOTIATE TAX-EXEMPT LOAN FINANCING

STAFF RECOMMENDATION #1				STAFF RECOMMENDATION #2								
Lender		Public Offering		Trustmark		Trustmark		Trustmark		Trustmark		
Commitment Term	20 Years			5 Years			5 Years			10 Years		
Amortization	20 Years typical:			15 Years			10 Years			10 Years		
Prepayment Penalty	\$0 at 10yrs			\$0			\$0			\$0		
Lender Closing Costs				\$4,000			\$4,000			\$4,000		
True Interest Cost (TIC)	3.60%			3.48%			3.45%			3.50%		
Rate Type	estimated			firm			firm			firm		
General Fund Impact	\$ (507,447)			\$ (981,169)			\$ (3,462,659)			\$ (4,806,599)		
				thru Year 5			thru Year 5					
Mandatory Refi	n/a			@ Year 5			@ Year 5			n/a		
Outstanding @ Refi	n/a			\$ 18,210,000			\$ 13,711,000			n/a		
			General			General					General	
Year	Total Debt Svc	Other Funds	Fund	Total Debt Svc	Other Funds	Fund	Total Debt Svc	Other Funds	General Fund	Total Debt Svc	Other Funds	Fund
1	\$ 1,416,158	\$ 1,363,222	\$ 58,428	\$ 2,034,963	\$ 1,793,830	\$ 241,133	\$ 2,816,251	\$ 1,847,127	\$ 969,124	\$ 2,823,797	\$ 1,847,102	\$ 976,695
2	1,806,500	1,763,202	50,498	2,174,141	1,940,938	233,203	3,009,079	2,199,351	809,727	3,016,530	2,199,232	817,298
3	1,805,750	1,766,075	47,775	2,173,639	1,946,424	227,215	3,008,454	2,309,043	699,410	3,015,920	2,312,422	703,498
4	1,808,250	1,768,175	45,025	2,174,484	2,004,504	169,980	3,009,120	2,369,225	639,895	3,015,528	2,371,544	643,983
5	1,803,750	1,771,452	42,248	2,174,571	2,064,933	109,638	3,008,993	2,664,490	344,502	3,016,265	2,667,675	348,590
6	1,807,500	1,774,757	39,443	2,173,902	-	-	3,008,967	-	-	3,016,028	2,741,829	274,198
7	1,804,000	1,776,990	36,610	2,174,370	-	-	3,008,940	-	-	3,015,710	2,746,850	268,860
8	1,808,500	1,780,102	33,748	2,173,924	-	-	3,008,842	-	-	3,016,208	2,752,792	263,415
9	1,805,500	1,782,942	30,858	2,174,495	-	-	3,008,518	-	-	3,016,380	2,758,518	257,862
10	1,805,250	1,785,411	27,939	2,174,030	-	-	3,008,883	-	-	3,016,140	2,763,943	252,197
11	1,807,500	1,789,410	24,990	2,174,425	-	-	-	-	-	-	-	-
12	1,807,000	1,791,737	22,013	2,173,627	-	-	-	-	-	-	-	-
13	1,803,750	1,795,345	19,005	2,173,585	-	-	-	-	-	-	-	-
14	1,807,750	1,797,033	15,967	2,174,159	-	-	-	-	-	-	-	-
15	1,808,500	1,800,751	12,899	2,174,297	-	-	-	-	-	-	-	-
16	1,806,000	1,814,050	-	-	-	-	-	-	-	-	-	-
17	1,805,250	1,814,050	-	-	-	-	-	-	-	-	-	-
18	1,806,000	1,814,500	-	-	-	-	-	-	-	-	-	-
19	1,808,000	1,813,200	-	-	-	-	-	-	-	-	-	-
20	1,806,000	1,813,300	-	-	-	-	-	-	-	-	-	-
TOTAL	\$ 35,736,908	\$ 35,375,703	\$ 507,447	\$ 32,472,612	\$ 9,750,629	\$ 981,169	\$ 29,896,045	\$ 11,389,237	\$ 3,462,659	\$ 29,968,505	\$ 25,161,906	\$ 4,806,599

	Public Offering (SWS)	Bank Loan (Trustmark)	Notes
Financing Term	20-Year	5-Year (15-Year Amort)	
Prepay/Refi Option	10-Year Optional	5-Year Mandatory	
Est. True Interest Cost	3.60%	3.48%	
Est. All-In TIC	3.73%	3.64%	
Project Fund	\$ 25,000,000	\$ 25,000,000	
Issuance Costs (inc. rounding)	356,211	160,000	
Total Borrowing Amount	\$ 25,356,211	\$ 25,160,000	

Estimated Closing Costs

Underwriter (Takedown)	\$ 56,025	n/a	SWS Response: \$2.50/bond
Underwriter (Expenses)	26,992	n/a	SWS Response: \$20k Counsel + \$7k Expenses
Bond Counsel	58,058	60,120	Fee schedule provided by Bryant Miller Olive
Bond Counsel Expenses	3,500	3,500	Estimate provided by Bryant Miller Olive
Financial Advisor	58,058	60,120	Proposed fee
Financial Advisor Expenses	6,500	6,500	Estimate (Ford)
Disclosure Counsel	46,446	n/a	Fee schedule provided by Bryant Miller Olive
Rating Agencies (2)	64,000	n/a	2x Moody's 2024 Pricing; Par Amounts >\$10MM, ≤\$25MM
General Counsel	19,353	20,040	Estimated at 1/3 of Bond Counsel
Bank Counsel	n/a	4,000	As shown in Trustmark response to ITN
Printer	5,000	n/a	Estimate (Ford)
Disclosure Agent	2,500	n/a	Estimate (Ford)
Paying Agent/Registrar	2,000	n/a	Estimate (Ford)
Miscellaneous	5,000	5,000	Estimate (Ford)
Total Closing Costs	\$ 353,430	\$ 159,280	

Annual Costs

Rating Agency Surveillance	\$ 1,000	\$ -	2x Moody's 2024 Pricing; Par Amounts >\$10MM, ≤\$25MM
Paying Agent/Registrar	750	-	Estimate (Ford)
Disclosure Agent	1,000	-	Estimate (Ford)
Total Annual Costs	\$ 2,750	\$ -	

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Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

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SOURCES AND USES OF FUNDS

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Dated Date	12/19/2024
Delivery Date	12/19/2024

Sources:

Bond Proceeds:	
Par Amount	22,410,000.00
Premium	2,948,598.40
	25,358,598.40

Uses:

Project Fund Deposits:	
Project Fund	25,000,000.00
Delivery Date Expenses:	
Cost of Issuance	271,413.50
Underwriter's Discount	82,977.81
Paying Agent	750.00
	355,141.31
Other Uses of Funds:	
Additional Proceeds	3,457.09
	25,358,598.40

BOND SUMMARY STATISTICS

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Dated Date	12/19/2024
Delivery Date	12/19/2024
First Coupon	04/01/2025
Last Maturity	10/01/2044
Arbitrage Yield	3.133708%
True Interest Cost (TIC)	3.600455%
Net Interest Cost (NIC)	3.913301%
All-In TIC	3.734179%
Average Coupon	5.000000%
Average Life (years)	11.767
Weighted Average Maturity (years)	11.849
Duration of Issue (years)	9.001
Par Amount	22,410,000.00
Bond Proceeds	25,358,598.40
Total Interest	13,184,975.00
Net Interest	10,319,354.41
Total Debt Service	35,594,975.00
Maximum Annual Debt Service	1,782,250.00
Average Annual Debt Service	1,799,240.52
Underwriter's Fees (per \$1000)	
Average Takedown	2.500000
Other Fee	1.202714
Total Underwriter's Discount	3.702714
Bid Price	112.787240

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Serial Bond	22,410,000.00	113.158	5.000%	11.767	9.013	17,016.85
	22,410,000.00			11.767		17,016.85

	TIC	All-In TIC	Arbitrage Yield
Par Value	22,410,000.00	22,410,000.00	22,410,000.00
+ Accrued Interest			
+ Premium (Discount)	2,948,598.40	2,948,598.40	2,948,598.40
- Underwriter's Discount	-82,977.81	-82,977.81	
- Cost of Issuance Expense		-271,413.50	
- Other Amounts		-750.00	
Target Value	25,275,620.59	25,003,457.09	25,358,598.40
Target Date	12/19/2024	12/19/2024	12/19/2024
Yield	3.600455%	3.734179%	3.133708%

BOND PRICING

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)	Principal Cost	Takedown	
Serial Bond:														
	10/01/2025	900,000	5.000%	2.650%	101.805						16,245.00	916,245.00	2.500	
	10/01/2026	705,000	5.000%	2.430%	104.455						31,407.75	736,407.75	2.500	
	10/01/2027	740,000	5.000%	2.440%	106.844						50,645.60	790,645.60	2.500	
	10/01/2028	775,000	5.000%	2.480%	109.043						70,083.25	845,083.25	2.500	
	10/01/2029	815,000	5.000%	2.510%	111.153						90,896.95	905,896.95	2.500	
	10/01/2030	855,000	5.000%	2.610%	112.748						108,995.40	963,995.40	2.500	
	10/01/2031	900,000	5.000%	2.690%	114.231						128,079.00	1,028,079.00	2.500	
	10/01/2032	945,000	5.000%	2.780%	115.437						145,879.65	1,090,879.65	2.500	
	10/01/2033	990,000	5.000%	2.840%	116.682						165,151.80	1,155,151.80	2.500	
	10/01/2034	1,040,000	5.000%	2.900%	117.772						184,828.80	1,224,828.80	2.500	
	10/01/2035	1,095,000	5.000%	2.980%	117.028	C	3.127%	10/01/2034	100.000	10/01/2034	100.000	186,456.60	1,281,456.60	2.500
	10/01/2036	1,145,000	5.000%	3.040%	116.474	C	3.301%	10/01/2034	100.000	10/01/2034	100.000	188,627.30	1,333,627.30	2.500
	10/01/2037	1,205,000	5.000%	3.080%	116.107	C	3.432%	10/01/2034	100.000	10/01/2034	100.000	194,089.35	1,399,089.35	2.500
	10/01/2038	1,265,000	5.000%	3.110%	115.832	C	3.538%	10/01/2034	100.000	10/01/2034	100.000	200,274.80	1,465,274.80	2.500
	10/01/2039	1,330,000	5.000%	3.190%	115.103	C	3.667%	10/01/2034	100.000	10/01/2034	100.000	200,869.90	1,530,869.90	2.500
	10/01/2040	1,395,000	5.000%	3.270%	114.380	C	3.781%	10/01/2034	100.000	10/01/2034	100.000	200,601.00	1,595,601.00	2.500
	10/01/2041	1,465,000	5.000%	3.370%	113.483	C	3.897%	10/01/2034	100.000	10/01/2034	100.000	197,525.95	1,662,525.95	2.500
	10/01/2042	1,535,000	5.000%	3.450%	112.772	C	3.990%	10/01/2034	100.000	10/01/2034	100.000	196,050.20	1,731,050.20	2.500
	10/01/2043	1,615,000	5.000%	3.520%	112.154	C	4.068%	10/01/2034	100.000	10/01/2034	100.000	196,287.10	1,811,287.10	2.500
	10/01/2044	1,695,000	5.000%	3.590%	111.540	C	4.139%	10/01/2034	100.000	10/01/2034	100.000	195,603.00	1,890,603.00	2.500
		22,410,000									2,948,598.40	25,358,598.40		

Dated Date 12/19/2024
Delivery Date 12/19/2024
First Coupon 04/01/2025

Par Amount 22,410,000.00
Premium 2,948,598.40

Production 25,358,598.40 113.157512%
Underwriter's Discount -82,977.81 -0.370271%

Purchase Price 25,275,620.59 112.787240%
Accrued Interest

Net Proceeds 25,275,620.59

BOND DEBT SERVICE

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Dated Date 12/19/2024
Delivery Date 12/19/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/19/2024						22,410,000	22,410,000
04/01/2025			317,475	317,475		22,410,000	22,410,000
10/01/2025	900,000	5.000%	560,250	1,460,250	1,777,725	21,510,000	21,510,000
04/01/2026			537,750	537,750		21,510,000	21,510,000
10/01/2026	705,000	5.000%	537,750	1,242,750	1,780,500	20,805,000	20,805,000
04/01/2027			520,125	520,125		20,805,000	20,805,000
10/01/2027	740,000	5.000%	520,125	1,260,125	1,780,250	20,065,000	20,065,000
04/01/2028			501,625	501,625		20,065,000	20,065,000
10/01/2028	775,000	5.000%	501,625	1,276,625	1,778,250	19,290,000	19,290,000
04/01/2029			482,250	482,250		19,290,000	19,290,000
10/01/2029	815,000	5.000%	482,250	1,297,250	1,779,500	18,475,000	18,475,000
04/01/2030			461,875	461,875		18,475,000	18,475,000
10/01/2030	855,000	5.000%	461,875	1,316,875	1,778,750	17,620,000	17,620,000
04/01/2031			440,500	440,500		17,620,000	17,620,000
10/01/2031	900,000	5.000%	440,500	1,340,500	1,781,000	16,720,000	16,720,000
04/01/2032			418,000	418,000		16,720,000	16,720,000
10/01/2032	945,000	5.000%	418,000	1,363,000	1,781,000	15,775,000	15,775,000
04/01/2033			394,375	394,375		15,775,000	15,775,000
10/01/2033	990,000	5.000%	394,375	1,384,375	1,778,750	14,785,000	14,785,000
04/01/2034			369,625	369,625		14,785,000	14,785,000
10/01/2034	1,040,000	5.000%	369,625	1,409,625	1,779,250	13,745,000	13,745,000
04/01/2035			343,625	343,625		13,745,000	13,745,000
10/01/2035	1,095,000	5.000%	343,625	1,438,625	1,782,250	12,650,000	12,650,000
04/01/2036			316,250	316,250		12,650,000	12,650,000
10/01/2036	1,145,000	5.000%	316,250	1,461,250	1,777,500	11,505,000	11,505,000
04/01/2037			287,625	287,625		11,505,000	11,505,000
10/01/2037	1,205,000	5.000%	287,625	1,492,625	1,780,250	10,300,000	10,300,000
04/01/2038			257,500	257,500		10,300,000	10,300,000
10/01/2038	1,265,000	5.000%	257,500	1,522,500	1,780,000	9,035,000	9,035,000
04/01/2039			225,875	225,875		9,035,000	9,035,000
10/01/2039	1,330,000	5.000%	225,875	1,555,875	1,781,750	7,705,000	7,705,000
04/01/2040			192,625	192,625		7,705,000	7,705,000
10/01/2040	1,395,000	5.000%	192,625	1,587,625	1,780,250	6,310,000	6,310,000
04/01/2041			157,750	157,750		6,310,000	6,310,000
10/01/2041	1,465,000	5.000%	157,750	1,622,750	1,780,500	4,845,000	4,845,000
04/01/2042			121,125	121,125		4,845,000	4,845,000
10/01/2042	1,535,000	5.000%	121,125	1,656,125	1,777,250	3,310,000	3,310,000
04/01/2043			82,750	82,750		3,310,000	3,310,000
10/01/2043	1,615,000	5.000%	82,750	1,697,750	1,780,500	1,695,000	1,695,000
04/01/2044			42,375	42,375		1,695,000	1,695,000
10/01/2044	1,695,000	5.000%	42,375	1,737,375	1,779,750		
	22,410,000		13,184,975	35,594,975	35,594,975		

NET DEBT SERVICE

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Period Ending	Principal	Interest	Total Debt Service	Rating Agency Surveillance	Paying Agent	Net Debt Service
10/01/2025	900,000	877,725	1,777,725	1,000	750	1,779,475
10/01/2026	705,000	1,075,500	1,780,500	1,000	750	1,782,250
10/01/2027	740,000	1,040,250	1,780,250	1,000	750	1,782,000
10/01/2028	775,000	1,003,250	1,778,250	1,000	750	1,780,000
10/01/2029	815,000	964,500	1,779,500	1,000	750	1,781,250
10/01/2030	855,000	923,750	1,778,750	1,000	750	1,780,500
10/01/2031	900,000	881,000	1,781,000	1,000	750	1,782,750
10/01/2032	945,000	836,000	1,781,000	1,000	750	1,782,750
10/01/2033	990,000	788,750	1,778,750	1,000	750	1,780,500
10/01/2034	1,040,000	739,250	1,779,250	1,000	750	1,781,000
10/01/2035	1,095,000	687,250	1,782,250	1,000	750	1,784,000
10/01/2036	1,145,000	632,500	1,777,500	1,000	750	1,779,250
10/01/2037	1,205,000	575,250	1,780,250	1,000	750	1,782,000
10/01/2038	1,265,000	515,000	1,780,000	1,000	750	1,781,750
10/01/2039	1,330,000	451,750	1,781,750	1,000	750	1,783,500
10/01/2040	1,395,000	385,250	1,780,250	1,000	750	1,782,000
10/01/2041	1,465,000	315,500	1,780,500	1,000	750	1,782,250
10/01/2042	1,535,000	242,250	1,777,250	1,000	750	1,779,000
10/01/2043	1,615,000	165,500	1,780,500	1,000	750	1,782,250
10/01/2044	1,695,000	84,750	1,779,750	1,000		1,780,750
	22,410,000	13,184,975	35,594,975	20,000	14,250	35,629,225

COST OF ISSUANCE

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Cost of Issuance	\$/1000	Amount
Bond Counsel	2.59070	58,057.50
Bond Counsel Expenses	0.15618	3,500.00
Financial Advisor	2.59070	58,057.50
Financial Advisor Expenses	0.29005	6,500.00
General Counsel	0.86357	19,352.50
Miscellaneous	0.22311	5,000.00
Disclosure Counsel	2.07256	46,446.00
Rating Agency	2.85587	64,000.00
Paying Agent/Registrar	0.08925	2,000.00
Printer	0.22311	5,000.00
Disclosure Agent	0.15618	3,500.00
	12.11127	271,413.50

UNDERWRITER'S DISCOUNT

City of Destin, Florida
Series 2024 (Public Offering)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
20-Year Public Offering: Siebert Williams Shank

Underwriter's Discount	\$/1000	Amount
Average Takedown	2.50000	56,025.00
UW Counsel	0.89246	20,000.00
IPREO	0.13213	2,961.13
CUSIP Charge and Disclosure Fee	0.05605	1,256.00
DTC Service Fees	0.04351	975.00
Day Loan	0.03394	760.68
Out of Pocket Expenses	0.04462	1,000.00
	3.70271	82,977.81

TABLE OF CONTENTS

City of Destin, Florida
Series 2024 (Bank Loan)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
Respondent: Trustmark Bank
Structure: 5-Year Term, 15-Year Amortization

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SOURCES AND USES OF FUNDS

City of Destin, Florida
Series 2024 (Bank Loan)
FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE
Respondent: Trustmark Bank
Structure: 5-Year Term, 15-Year Amortization

Dated Date 10/24/2024
Delivery Date 10/24/2024

Sources:

Bond Proceeds:	
Par Amount	25,160,000.00

	25,160,000.00
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Uses:

Project Fund Deposits:	
Project Fund	25,000,000.00

Delivery Date Expenses:	
Cost of Issuance	159,280.00

Other Uses of Funds:	
Additional Proceeds	720.00

	25,160,000.00
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BOND SUMMARY STATISTICS

City of Destin, Florida
Series 2024 (Bank Loan)

FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE

Respondent: Trustmark Bank

Structure: 5-Year Term, 15-Year Amortization

Dated Date	10/24/2024
Delivery Date	10/24/2024
First Coupon	04/01/2025
Last Maturity	10/01/2039
Arbitrage Yield	3.480237%
True Interest Cost (TIC)	3.480237%
Net Interest Cost (NIC)	3.480000%
All-In TIC	3.571676%
Average Coupon	3.480000%
Average Life (years)	8.352
Weighted Average Maturity (years)	8.352
Duration of Issue (years)	7.076
Par Amount	25,160,000.00
Bond Proceeds	25,160,000.00
Total Interest	7,312,612.93
Net Interest	7,312,612.93
Total Debt Service	32,472,612.93
Maximum Annual Debt Service	2,174,571.40
Average Annual Debt Service	2,174,100.92
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Bank Loan	25,160,000.00	100.000	3.480%	8.352	7.076	29,185.60
	25,160,000.00			8.352		29,185.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	25,160,000.00	25,160,000.00	25,160,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-159,280.00	
- Other Amounts			
Target Value	25,160,000.00	25,000,720.00	25,160,000.00
Target Date	10/24/2024	10/24/2024	10/24/2024
Yield	3.480237%	3.571676%	3.480237%

BOND PRICING

City of Destin, Florida

Series 2024 (Bank Loan)

FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE

Respondent: Trustmark Bank

Structure: 5-Year Term, 15-Year Amortization

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
Bank Loan:	10/01/2039	25,160,000	3.480%	3.480%	100.000	25,160,000.00
		25,160,000				25,160,000.00

Dated Date 10/24/2024

Delivery Date 10/24/2024

First Coupon 04/01/2025

Par Amount 25,160,000.00

Original Issue Discount

Production 25,160,000.00 100.000000%

Underwriter's Discount

Purchase Price 25,160,000.00 100.000000%

Accrued Interest

Net Proceeds 25,160,000.00

BOND DEBT SERVICE

City of Destin, Florida

Series 2024 (Bank Loan)

FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE

Respondent: Trustmark Bank

Structure: 5-Year Term, 15-Year Amortization

Dated Date 10/24/2024

Delivery Date 10/24/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2024						25,160,000	25,160,000
04/01/2025	613,000	3.480%	381,844.93	994,844.93		24,547,000	24,547,000
10/01/2025	613,000	3.480%	427,117.80	1,040,117.80	2,034,962.73	23,934,000	23,934,000
04/01/2026	676,000	3.480%	416,451.60	1,092,451.60		23,258,000	23,258,000
10/01/2026	677,000	3.480%	404,689.20	1,081,689.20	2,174,140.80	22,581,000	22,581,000
04/01/2027	700,000	3.480%	392,909.40	1,092,909.40		21,881,000	21,881,000
10/01/2027	700,000	3.480%	380,729.40	1,080,729.40	2,173,638.80	21,181,000	21,181,000
04/01/2028	725,000	3.480%	368,549.40	1,093,549.40		20,456,000	20,456,000
10/01/2028	725,000	3.480%	355,934.40	1,080,934.40	2,174,483.80	19,731,000	19,731,000
04/01/2029	751,000	3.480%	343,319.40	1,094,319.40		18,980,000	18,980,000
10/01/2029	750,000	3.480%	330,252.00	1,080,252.00	2,174,571.40	18,230,000	18,230,000
04/01/2030	776,000	3.480%	317,202.00	1,093,202.00		17,454,000	17,454,000
10/01/2030	777,000	3.480%	303,699.60	1,080,699.60	2,173,901.60	16,677,000	16,677,000
04/01/2031	804,000	3.480%	290,179.80	1,094,179.80		15,873,000	15,873,000
10/01/2031	804,000	3.480%	276,190.20	1,080,190.20	2,174,370.00	15,069,000	15,069,000
04/01/2032	832,000	3.480%	262,200.60	1,094,200.60		14,237,000	14,237,000
10/01/2032	832,000	3.480%	247,723.80	1,079,723.80	2,173,924.40	13,405,000	13,405,000
04/01/2033	862,000	3.480%	233,247.00	1,095,247.00		12,543,000	12,543,000
10/01/2033	861,000	3.480%	218,248.20	1,079,248.20	2,174,495.20	11,682,000	11,682,000
04/01/2034	891,000	3.480%	203,266.80	1,094,266.80		10,791,000	10,791,000
10/01/2034	892,000	3.480%	187,763.40	1,079,763.40	2,174,030.20	9,899,000	9,899,000
04/01/2035	923,000	3.480%	172,242.60	1,095,242.60		8,976,000	8,976,000
10/01/2035	923,000	3.480%	156,182.40	1,079,182.40	2,174,425.00	8,053,000	8,053,000
04/01/2036	955,000	3.480%	140,122.20	1,095,122.20		7,098,000	7,098,000
10/01/2036	955,000	3.480%	123,505.20	1,078,505.20	2,173,627.40	6,143,000	6,143,000
04/01/2037	988,000	3.480%	106,888.20	1,094,888.20		5,155,000	5,155,000
10/01/2037	989,000	3.480%	89,697.00	1,078,697.00	2,173,585.20	4,166,000	4,166,000
04/01/2038	1,024,000	3.480%	72,488.40	1,096,488.40		3,142,000	3,142,000
10/01/2038	1,023,000	3.480%	54,670.80	1,077,670.80	2,174,159.20	2,119,000	2,119,000
04/01/2039	1,060,000	3.480%	36,870.60	1,096,870.60		1,059,000	1,059,000
10/01/2039	1,059,000	3.480%	18,426.60	1,077,426.60	2,174,297.20		
	25,160,000		7,312,612.93	32,472,612.93	32,472,612.93		

BOND DEBT SERVICE

City of Destin, Florida

Series 2024 (Bank Loan)

FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE

Respondent: Trustmark Bank

Structure: 5-Year Term, 15-Year Amortization

Dated Date 10/24/2024

Delivery Date 10/24/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
10/01/2025	1,226,000	3.480%	808,962.73	2,034,962.73	23,934,000	23,934,000
10/01/2026	1,353,000	3.480%	821,140.80	2,174,140.80	22,581,000	22,581,000
10/01/2027	1,400,000	3.480%	773,638.80	2,173,638.80	21,181,000	21,181,000
10/01/2028	1,450,000	3.480%	724,483.80	2,174,483.80	19,731,000	19,731,000
10/01/2029	1,501,000	3.480%	673,571.40	2,174,571.40	18,230,000	18,230,000
10/01/2030	1,553,000	3.480%	620,901.60	2,173,901.60	16,677,000	16,677,000
10/01/2031	1,608,000	3.480%	566,370.00	2,174,370.00	15,069,000	15,069,000
10/01/2032	1,664,000	3.480%	509,924.40	2,173,924.40	13,405,000	13,405,000
10/01/2033	1,723,000	3.480%	451,495.20	2,174,495.20	11,682,000	11,682,000
10/01/2034	1,783,000	3.480%	391,030.20	2,174,030.20	9,899,000	9,899,000
10/01/2035	1,846,000	3.480%	328,425.00	2,174,425.00	8,053,000	8,053,000
10/01/2036	1,910,000	3.480%	263,627.40	2,173,627.40	6,143,000	6,143,000
10/01/2037	1,977,000	3.480%	196,585.20	2,173,585.20	4,166,000	4,166,000
10/01/2038	2,047,000	3.480%	127,159.20	2,174,159.20	2,119,000	2,119,000
10/01/2039	2,119,000	3.480%	55,297.20	2,174,297.20		
	25,160,000		7,312,612.93	32,472,612.93		

COST OF ISSUANCE

City of Destin, Florida

Series 2024 (Bank Loan)

FOR DISCUSSION PURPOSES ONLY - ALL FIGURES ESTIMATED AND SUBJECT TO CHANGE

Respondent: Trustmark Bank

Structure: 5-Year Term, 15-Year Amortization

Cost of Issuance	\$/1000	Amount
Bond Counsel	2.38951	60,120.00
Bond Counsel Expenses	0.13911	3,500.00
Financial Advisor	2.38951	60,120.00
Financial Advisor Expenses	0.25835	6,500.00
General Counsel	0.79650	20,040.00
Miscellaneous	0.19873	5,000.00
Bank Counsel	0.15898	4,000.00
	6.33068	159,280.00

CITY OF DESTIN INVITATION TO NEGOTIATE TAX-EXEMPT LOAN FINANCING

DEADLINE: 09/05/2024 BID OPENED: 09/30/2024 ANALYSIS 10/01/2024

Lender	Trustmark	Trustmark	Trustmark	Regions	Regions	Regions	PNC	PNC	Public Offering	Public Offering	Public Offering
Commitment Term	10 Years	5 Years	5 Years	10 Years	10 Years	15 Years	10 Years	10 Years	10 Years	15 Years	20 Years
Amortization	10 Years	10 Years	15 Years	10 Years	15 Years	15 Years	10 Years	15 Years	10 Years	15 Years	20 Years
Prepayment Penalty	\$0	\$0	\$0	make-whole	make-whole	make-whole	make-whole	make-whole	make-whole	typical: \$0 at 10yrs	typical: \$0 at 10yrs
Lender Closing Costs	\$4,000	\$4,000	\$4,000	\$10,000	\$10,000	\$10,000	\$8,000	\$8,000	included in debt service payment listed below		
Interest Rate	3.50%	3.45%	3.48%	3.54%	3.67%	3.79%	3.79%	3.88%	2.82%	3.34%	3.60%
Rate Type	firm	firm	firm	indicative	indicative	indicative	indicative	indicative	estimated	estimated	estimated
General Fund Impact	(\$4,806,599)	(\$3,462,659) thru Year 5	(\$981,169) thru Year 5	(\$4,714,089)	(\$1,582,013) thru Year 10	(\$2,117,657)	(\$5,223,140)	(\$1,688,119) thru Year 10	(\$3,963,440)	(\$1,829,149)	(\$507,447)
Mandatory Refi	n/a	@ Year 5	@ Year 5	n/a	@ Year 10	n/a	n/a	@ Year 10	n/a	n/a	n/a
Outstanding @ Refi	n/a	\$ 13,711,000	\$ 18,210,000	n/a	\$ 9,959,000	n/a	n/a	\$ 10,045,000	n/a	n/a	n/a
Year											
1	\$ 2,823,797	\$ 2,816,251	\$ 2,034,963	2,850,065	\$ 2,074,657	\$ 2,091,897	\$ 2,885,826	\$ 2,105,004	\$ 2,920,158	\$ 1,707,713	\$ 1,416,158
2	3,016,530	3,009,079	2,174,141	3,045,519	2,216,158	2,235,288	3,083,120	2,249,066	2,920,158	2,178,500	1,806,500
3	3,015,920	3,008,454	2,173,639	3,044,683	2,216,053	2,234,957	3,082,512	2,248,850	2,920,158	2,178,500	1,805,750
4	3,015,528	3,009,120	2,174,484	3,045,086	2,216,150	2,234,731	3,082,759	2,248,655	2,920,158	2,175,750	1,808,250
5	3,016,265	3,008,993	2,174,571	3,044,586	2,216,376	2,234,534	3,082,709	2,249,404	2,920,158	2,175,250	1,803,750
6	3,016,028	3,008,967	2,173,902	3,045,113	2,215,656	2,235,290	3,083,247	2,248,980	2,920,158	2,176,750	1,807,500
7	3,015,710	3,008,940	2,174,370	3,044,524	2,215,954	2,234,886	3,083,223	2,249,344	2,920,158	2,180,000	1,804,000
8	3,016,208	3,008,842	2,173,924	3,044,750	2,216,161	2,235,284	3,082,523	2,248,381	2,920,158	2,174,750	1,808,500
9	3,016,380	3,008,518	2,174,495	3,044,647	2,216,202	2,234,370	3,083,033	2,249,050	2,920,158	2,176,250	1,805,500
10	3,016,140	3,008,883	2,174,030	3,045,111	2,216,005	2,235,106	3,082,563	2,249,198	2,920,158	2,179,000	1,805,250
11	-	-	2,174,425	-	2,216,495	2,235,341	-	2,248,746	-	2,177,750	1,807,500
12	-	-	2,173,627	-	2,216,564	2,234,999	-	2,248,617	-	2,177,500	1,807,000
13	-	-	2,173,585	-	2,216,136	2,235,003	-	2,248,694	-	2,178,000	1,803,750
14	-	-	2,174,159	-	2,216,140	2,235,241	-	2,248,861	-	2,179,000	1,807,750
15	-	-	2,174,297	-	2,216,465	2,234,599	-	2,249,002	-	2,174,500	1,808,500
16	-	-	-	-	-	-	-	-	-	-	1,806,000
17	-	-	-	-	-	-	-	-	-	-	1,805,250
18	-	-	-	-	-	-	-	-	-	-	1,806,000
19	-	-	-	-	-	-	-	-	-	-	1,808,000
20	-	-	-	-	-	-	-	-	-	-	1,806,000
TOTAL	\$ 29,968,505	\$ 29,896,045	\$ 32,472,612	\$ 30,254,084	\$ 33,101,171	\$ 33,381,526	\$ 30,631,516	\$ 33,589,853	\$ 29,201,575	\$ 32,189,213	\$ 35,736,908



7700 U. S. Highway 98 West
Santa Rosa Beach, FL 32459
www.trustmark.com

September 26, 2024

City of Destin
Attn: City Clerks' Office
4200 Indian Bayou Trail
Destin, FL 32541

RE: City of Destin RFP Non-Ad Valorem Revenue Note, Series 2024A

Dear Sirs,

I would like to thank you for the opportunity to provide a bid regarding City of Destin's financing request. Trustmark National Bank ("Trustmark") is pleased to advise that we commit up to \$25,000,000. Terms and conditions are described in the attached commitment letter.

Further, we are very appreciative of the relationship we have enjoyed with City of Destin for 20 years as your primary bank. Thank you for your trust in us over these years, we hope to continue to assist with this financing request.

Trustmark Bank is based in Jackson, MS with offices throughout the southeast in Mississippi, Florida, Tennessee, Georgia, and Texas. Our Destin branch located at 16045 Emerald Coast Pkwy (Walmart out-parcel) is conveniently located. We additionally have a branch located at 799 E John Sims Pkwy in Niceville. Collectively, we operate thirteen branches within the Emerald Coast from Escambia County to Bay County. Our history of meeting our customers' financial needs extends back to 1889. Over the years, Trustmark has broadened its customer base by expanding the markets it serves as well as the products and services we provide. Trustmark Corporation, with approximately \$18.5 billion in assets, is a diversified financial services company.

We provide banking, wealth management, and risk management solutions through our subsidiaries including Trustmark National Bank, Trustmark Investment Advisors, Inc. Our 3,000 associates work daily to achieve outstanding customer satisfaction by understanding our customers' businesses and needs and providing appropriate financial solutions.

The 2023 Year in Review for Trustmark Bank is attached for your convenience.

Trustmark will be represented in this transaction by attorney, Amy Myers of Hand Arendall Harrison Sale. Please feel free to contact me at (850) 622-2919 or at tseagle@trustmark.com you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Seagle", written over a horizontal line.

Todd Seagle, Executive Vice President
Trustmark National Bank

People you trust.
Advice that works.



7700 U. S. Highway 98 West
Santa Rosa Beach, FL 32459
www.trustmark.com

September 26, 2024

City of Destin
Attention: City Clerk's
Office 4200 Indian Bayou
Trail Destin, FL 32541

Re: RFP 2024A regarding the Financing request for \$25,000,000 to The City of Destin

Trustmark National Bank ("Trustmark") is pleased to issue its commitment to provide the City of Destin ("Borrower") the credit facility outlined below:

Issuer: City of Destin

Amount: The maximum amount of the transaction is \$25,000,000

Purpose: Proceeds of the 2024A Note will be used to:

- (i) reimburse expenditures made for acquisition of property within the City, and
- (ii) finance the cost of various capital improvements within the City, and
- (iii) pay costs of issuance.

Security: The 2024A Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats.

Principal
Repayment
Structure:

The Principal related to the 2024A Note shall be fully amortized over the term of the loan as part of a level debt service structure for principal and interest payments, starting with the first semi-annual payment on April 1, 2025, with three (3) potential schedules:

- Option 1: Ten-Year fully amortized note. Principal due Semi-annually, mortgage style amortization, beginning April 1, 2025, until the final maturity of October 1, 2034.
- Option 2: Five-Year Fixed Rate Term based on a 10-Year Amortization. Principal due Semi-annually, beginning April 1, 2025, with the balance due on October 1, 2029.
- Option 3: Five-Year Fixed Rate Term based on a 15-Year Amortization. Principal payments due Semi-Annually beginning April 1, 2025, with the balance due on October 1, 2029.

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Advice that works.

Interest

Rate: Trustmark is pleased to offer the following Federal and State tax exempt; non-bank qualified interest rate. Options #2 and #3 have balloon maturity dates based on a 10- and 15-year amortization, respectively.

Option 1:	Fixed Rate: 10-year fully amortized term (semi-annual P&I payment)	3.50%
Option 2:	Fixed Rate: 10-year amortization, 5-year term (semi-annual P&I payment)	3.45%
Option 3:	Fixed Rate: 15-year amortization, 5-year term (semi-annual P&I payment)	3.48%

Interest

Calculation

& Payments: Interest on the outstanding principal balance of the 2024A Note shall be calculated based on a 360-day year comprised of twelve 30-day months, and all accrued interest shall be paid semiannually on April 1 and October 1, commencing April 1, 2025.

Prepayment

Penalty: The debt may be prepaid, in whole or in part, at any time without penalty
No prepayment penalty.

Origination Fee: \$0

Debt Service on the 2024A Note will be secured by a covenant to budget and appropriate legally available Non-Ad Valorem Revenues subject to customary caveats.

The 2024A Note will be Federal and State tax exempt, non-bank qualified.

All financial documents (including the 2024A note) shall be prepared by Bryant Miller Olive, PA, Bond Counsel for the City, who shall provide the Lender and its Counsel with drafts thereof for review and comment at least one week prior to loan closing.

Opinion: The legal opinions of Bryant Miller Olive PA, Bond Counsel for the City, regarding the legality and tax status of the transaction, and of the City Attorney regarding the validity and enforceability of the loan documents, both addressed to Trustmark and both in form and substance acceptable to Trustmark will be required.

Cost and Fees: Contingent upon the closing of the financing, the City shall pay all costs relating to financing, preparing, and printing the loan documents, and filing all required financing statements. The City shall also pay the Lender's reasonable Bank Counsel Fees, not to exceed \$4,000.00.

Legal Counsel: Trustmark will employ the following as Legal Counsel to represent the bank during the transaction:

Amy Myers
Hand Arendall Harrison Sale
304 Magnolia Avenue
Panama City, FL 32401

Financial Reporting: The City shall remit to the Lender annual audited financial statements when available and any other Lender requested information which the City deems reasonable.

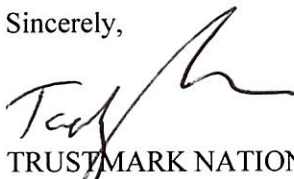
Notices: Notices may be directed to the undersigned at the address first above stated.

Commitment: Credit approval has been obtained.

Expiration: This is a firm offer that expires at 11:59pm CST on October 31, 2024, unless accepted in writing or mutually extended by Trustmark and City of Destin, Florida

We appreciate the opportunity to serve as the primary depository for City of Destin over the past 20 years. We look forward to discussing this transaction with you. Please call me at (850) 622-2919 if you have any questions. Contact information for three local government references are provided on the following page.

Sincerely,



TRUSTMARK NATIONAL BANK
Todd A. Seagle
Executive Vice-President

References

Local Municipalities Trustmark has served include:

City of Niceville
Mr. Dan Doucet
City Clerk
850-279-6436 x1100

City of Freeport
Mr. Russ Barley, Mayor
850-835-2822

City of DeFuniak Springs
Mr. Bob Campbell, Mayor
850-892-8500 x 1105

People you trust. Advice that works.

Trustmark began 2023 with a focus on serving customers, leveraging investments to enhance the customer experience, and improving profitability. Despite a tumultuous and challenging operating environment, we made significant progress across the organization. Our performance reflected solid loan production and credit quality, and continued deposit growth in an increasingly competitive marketplace. We achieved double-digit growth in net interest income in 2023 while noninterest income continued to expand thanks in part to another record year in our insurance business and commendable results in our banking, mortgage and wealth management businesses. We have a tremendous team of associates focused on expanding customer relationships and demonstrating the value Trustmark can provide as a trusted financial partner.

Based upon independent customer satisfaction surveys, we are pleased to have been recognized by Forbes as the Best-in-State Bank in Mississippi for the fourth consecutive year. Additionally, Trustmark was again listed among America's Most Trusted Companies by Newsweek in 2023. Our 135 years of experience and focused attention to customer relationships have afforded Trustmark a position of leadership in the majority of communities we serve. We are pleased to hold the #1 deposit market share in Mississippi and a top-three deposit share position in 56% of markets we serve. We appreciate these accolades and the confidence our customers have placed in us as their financial partner.

Financial Highlights

Trustmark's net income in 2023 totaled \$165.5 million, the highest level in our company's history, and represented diluted earnings per share of \$2.70. This level of performance produced a return on average tangible equity of 14.04% in 2023.

Loan growth remained solid as loans held for investment (HFI) increased \$746.5 million, or 6.1%, to total \$13.0 billion at December 31, 2023. Growth was well-diversified by loan type and geography. Deposits increased \$1.1 billion, or 7.8%, and totaled



*Gerard R. Host (left) Chair of the Board of Directors,
Duane A. Dewey (right) President
and Chief Executive Officer*

\$15.6 billion at year end 2023. Trustmark maintained a strong liquidity position as loans HFI represented 83.2% of total deposits at year end 2023.

Trustmark successfully navigated the challenging interest rate and economic environment and continued to achieve significant contributions from our fee-income businesses. Total revenue was \$759.8 million in 2023, an increase of 8.6% from 2022. Net interest income (FTE) totaled \$566.3 million, up 11.7% from the prior year, resulting in a net interest margin of 3.32%, up 15 basis points from the prior year. Noninterest income totaled \$207.0 million in 2023 and represented 27.2% of total revenue.

Our mortgage banking business posted solid performance given the rising interest rate environment, producing revenue of \$26.2 million during the year while loan production totaled \$1.5 billion. Our commitment to providing opportunities for affordable housing was reinforced by our team of Community Lending Specialists and expanded

product offerings, including our Advantage suite of products that meet the needs of low-to-moderate income borrowers and communities.

Our insurance business posted yet another record year, with revenue totaling \$57.6 million in 2023, up 7.2% from the prior year. This performance reflects an expanded producer workforce, a hardening insurance market as well as the realization of operational efficiencies from investments in technology and improved processes. Trustmark's wealth management business produced revenue of \$35.1 million. Assets held under management and administration, including brokerage assets, totaled \$10.8 billion at year end 2023. In 2023, Trustmark selectively expanded its salesforce in Houston, TX, Mobile, AL, Jackson, MS, and the Florida Panhandle, as well as its business development efforts in new markets.

Credit Quality

Trustmark experienced solid loan production and credit quality during the year, reflecting our disciplined underwriting process. In 2023, net charge-offs represented 0.06% of average loans. Allocation of Trustmark's \$139.4 million allowance for credit losses (ACL) on loans HFI represented 0.85% of commercial loans and 1.81% of consumer and home mortgage loans, resulting in an allowance for credit losses to total loans HFI of 1.08% and 249.31% of nonperforming loans, excluding individually evaluated loans at year end 2023. We believe the ACL is appropriate based upon the inherent risk in the loan portfolio.

Capital Strength

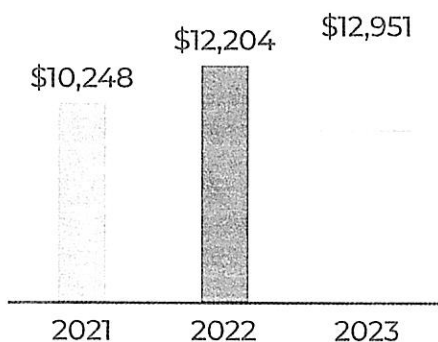
Trustmark's capital position remained solid, reflecting the strength and diversity of our financial services business. We maintained quarterly cash dividends to shareholders of \$0.23 per share, or \$0.92 annually. At December 31, 2023, total shareholders' equity was \$1.7 billion, while tangible equity was \$1.3 billion, representing 6.95% of tangible assets. All capital ratios continued to significantly exceed levels to be considered "well-capitalized." While Trustmark did not repurchase any shares of its common stock in 2023, the Board of Directors authorized a stock repurchase program through which \$50.0 million of Trustmark's outstanding shares may be acquired through December 31, 2024.

Positioning for the Future

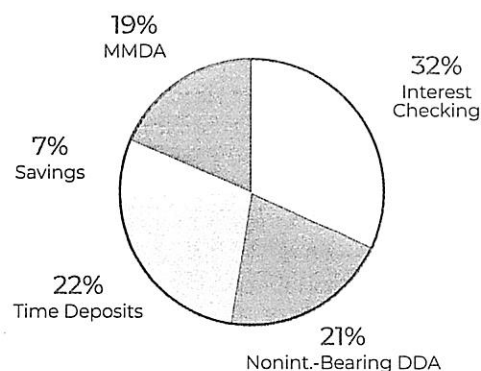
We continued to realign our delivery channels, cognizant of the fact that banking is something customers do, not necessarily a place they will go. We have adapted to this changing environment by consolidating select branch offices, reducing the size of our new banking centers, and investing in technology that enables customers to conduct business where, when, and how they choose.

We successfully expanded our digital banking services, providing customers with more seamless and secure online banking experiences. We also implemented advanced security protocols and systems to safeguard our customers' data against

Financial Snapshot



Loans Held for Investment (End of Period) (\$ in millions)



Deposit Mix by Type - December 31, 2023

emerging cyber threats. Additionally, we leveraged data analytics and artificial intelligence to gain deeper insights into customer behavior, risk management, and operational efficiency. These technologies enable us to offer personalized financial products and services, optimize lending processes, and improve decision-making.

During the year, we undertook significant upgrades to our IT infrastructure. We migrated to cloud-based solutions to achieve better scalability and reliability, upgrading our core banking systems, and ensuring compliance with regulatory standards.

We also streamlined our organizational structure to provide additional expertise and enhance profitable revenue growth. Our Retail Banking efforts are focused on Commercial, Business, and Consumer lines of business while Institutional Banking is focused on Commercial Real Estate, Residential Real Estate, Corporate Banking, and Specialty Banking. Within our Atlanta, GA-based Specialty Banking group, we established an Equipment Finance line of business with a seasoned team of professionals focused on national, middle-to-large ticket businesses. We are pleased with the first-year results of our Equipment Finance business as outstanding balances totaled \$268 million at December 31, 2023.

Strategic Focus

Looking forward, we will continue to pursue opportunities to further leverage investments in technology that will broaden our reach, enhance the customer experience, and improve efficiency. We

remain focused on providing the financial services and advice our customers have come to expect while building long-term value for our shareholders. We are honored to serve our customers, who have chosen us as their financial partner. Trustmark is "People you trust. Advice that works."

Sincerely,

Gerard R. Host

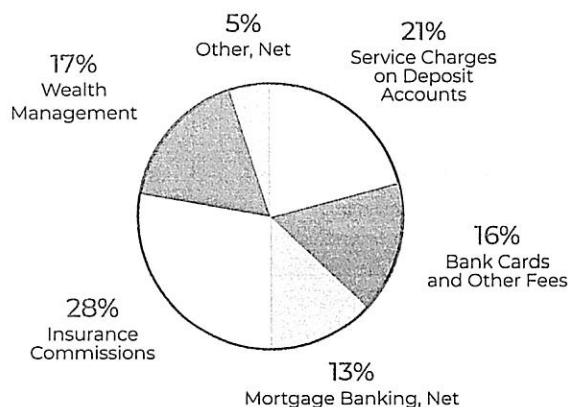
Duane A. Dewey

Gerard R. Host
Chair
Trustmark Corporation

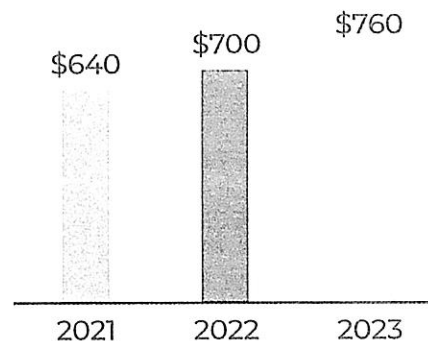
Duane A. Dewey
President and
Chief Executive Officer
Trustmark Corporation



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Advice that works.*



Noninterest Income - Year End 2023



Total Revenue - Year End 2023 (\$ in millions)

CommunityENGAGEMENT

Trustmark embraces a culture of corporate social responsibility through active community engagement, which includes volunteerism, philanthropy, and community development. Throughout its footprint in 2023, Trustmark associates volunteered more than 5,990 hours in service to local organizations and charities through financial education, cultural events, and partnerships that enhance and contribute to the growth of communities.

Trustmark's commitment to strengthen communities was further demonstrated through its investment of \$4.0 million in contributions and sponsorships to local organizations within its service areas, which included \$1.3 million in support to organizations that serve and stabilize vulnerable children and families through the MS Children's Promise Tax Credit Program.

Trustmark also prioritized its commitment to financial education in 2023, through its partnership with EVERFI, Inc., a digital financial education company, enabling more than 4,500 students throughout Mississippi to receive instruction on financial matters through Trustmark's Financial Scholars Program. Trustmark also provides free online financial education through the Trustmark Financial Education Tool Kit on its website, trustmark.com.

Trustmark continued its partnership in 2023, with Operation HOPE, Inc., a national non-profit organization, to provide additional financial literacy support through the HOPE Inside Program within the markets of Memphis, TN, Montgomery, AL, and Jackson, MS. The program provides banking customers and members of the public with opportunities to receive financial tools and education from within Trustmark branches to strengthen their financial security. Trustmark's investment provides a dedicated

financial wellness coach to administer the HOPE Inside Program. The coaches conduct financial literacy seminars, individualized financial counseling sessions, and provide referrals to disaster relief services. These services and resources are provided at no cost to community residents and extend to city employees and first responders in each of the designated markets. In 2023, more than 5,000 services were provided through Trustmark's partnership with Operation HOPE, Inc.

Trustmark is a trusted banking partner that supports the individual goals and needs of its varied customer base. Responsible products and services were delivered in 2023 within all segments of Trustmark's communities, including low-to-moderate income areas, where more than \$360.6 million in home mortgage loans were originated. Low-to-moderate income borrowers received more than \$452.7 million in home mortgage loans and the company's collaborative work with community service providers, developers, realtors, housing advocates and others resulted in more than \$33.2 million in investments that support and provide affordable housing, employment and community services. Also in 2023, Trustmark invested \$423.9 million in small business and small farm loans and more than \$115.8 million in community development loans.

Trustmark's commitment to building resilient communities is not only evident through its services and lending activities, but also through its proactive business practices. Throughout the year, the company led efforts to advance environmental initiatives that conserve natural resources and reduce the consumption of energy. Trustmark also activated disaster recovery and business continuity plans as needed to minimize the impact of weather-related service disruptions for its customers.

By the Numbers

\$4 M

Community
Contributions

5,990

Hours of Volunteerism
by Trustmark Associates

4,500

Students taught through Trustmark's
Financial Scholars Program

\$453 M

Mortgages to Low-to-Moderate
Income Borrowers

\$424 M

Small Business
and Small Farm Loans

\$116 M

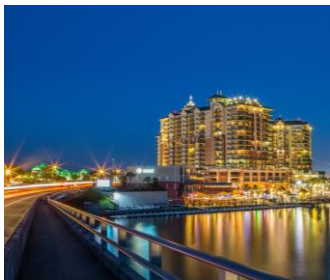
Community
Development Loans

DEADLINE: 09/05/2024 BIDS OPENED: 09/30/2024 ANALYSIS: 10/02/2024

	Max Points	Jefferies	Jefferies	PNC	PNC	Raymond James	RJ	Siebert Williams Shank	SWS	Truist	Truist
1 Description of firm	10	\$19b underwriting capacity. \$1.3b excess net capital. 5500 employees in 47 offices. Municipal Finance Group 97 professionals. 2023 3rd ranked sr mgr of negotiated and competitive debt. Willingness to commit capital. Ranks as top-3 counterparty to 8/10 largest municipal market investors.	10	\$12.6b underwriting capacity. 60k employees. Public Finance department is 67 employees. \$883 excess net capital. Investment & commercial banking sides both report to head of PNC Public Finance.	8	23k employees worldwide. \$13.6b underwriting capacity, \$1b excess net capital.	8	\$1.37b underwriting capacity, \$43.8m excess net capital. 145 employees w/ 54 municipal bankers, 18 underwriters.	7	\$1.39b underwriting capacity. \$1.37b excess net capital. 17 origination bankers and 15 in municipal sales, trading, underwriting.	8
2 Firm's presence in Florida, Okaloosa, Panhandle	15	Florida public finance investment bankers: Miami (1) , Orlando (5). Retail to institutional and SMAs, as well as smaller wealth management firms.	9	Tampa(underwriter Olliff), Pensacola (banker Gormley) + bank branches in Okaloosa & City of Destin.	13	FL based. 846 offices & HQ in St Petersburg. Florida Public Finance group 16 indivs. Largest underwriting desk in the SE in St Pete.	15	5 regional offices in FL (Tampa, Orlando, West Palm, Ft Lauderdale, and Miami.	11	460 bank branches throughout FL. Municipal institutional offices in Orlando & Miami. Tier 1, 2, and 3 like Jeffries.	13
3 Experience of directly involved investment bankers (updated National & Florida rankings with Bloomberg data pulled 10/02/2024)	15	Investment Bankers: Rawn Williams 32 yrs. Michael Baldwin 31 yrs. Tamaa Patterson 13 yrs. Technical: Aliraza Hassan, Tawfik Madoukh. Underwriter Chase Upshaw	13	Investment Bankers: Mike Olliff 25 yrs \$5.5b FL, 19 FL govmts; Kaitlyn Doherty 2 yrs 3 FL govmts. Underwriters/Technical: Mark Pryce 20 yrs; Adam Maisan 20 yrs.	12	Investment bankers: Rick Patterson 37 yrs municipal finance, and \$25b in FL. Jon Eichelberger 35 yrs municipal finance and \$20b in FL. Technical: Glenn Gough 19 yrs; Ryan Aravind. Underwriters: Jock Wright 32 yrs; Jay Wheatley 35 yrs. 15 sr managed CB&A.	15	Investment Bankers: Jonathan Kirm 31yrs, \$50b. Robert Cox, 26 years public finance, \$20b. Underwriters: Ed Tishelman, 30 yrs. Drew Gurley 30 yrs.	13	Investment Bankers: Ryan Trauffer, 7 yrs; KayDee Hoard, 9 yrs. Underwriters: Scott Frail 30 yrs. No Sr Managed CB&A listed.	10
4 Florida CB&A transactions & ranking (FL & National)	20	Ranks by \$par Negotiated: #5 National, #9 FL. CB&A FL: \$596 on 4.	17	Ranks by \$par Negotiated: #21 National, #15 FL. \$5.2b negotiated, 11/31 CB&A. . Many CB&A but not as lead.	12	Ranks by \$par Negotiated: #10 National; #5 Florida. CB&A (FL only): \$235m on 9 negotiated.	17	Ranks by \$par Negotiated: #13 National; #14 Florida. CB&A (FL only): \$650m on 8.	17	Ranks by \$par Negotiated: #40 National, #16 Florida. CB&A: 3 since 2022, co-manager only	9
5 Prior transactions/analysis/services provided to City	15	CB&A methodologies (FGFOA) + 4 market updates	10	8 meetings: P-cards, treasury mgmt, debt (bank vs market)... Frequent personalized contact.	15	surplus cash investment services since 2013	5	Destin in-person meeting, FGFOA x 2 yrs, quarterly market updates. Frequent personalized contact.	15	Destin, municipal market activity, comparison of bank vs public market. Frequent personalized contact.	15
6 Credit rating/Structure recommendations/Estimated spreads	25	Moody's \$32k and S&P \$30k. Estimate "high grade". 20-yr level @ 3.857% A-TIC; 20-yr wrapped @ 4% A-TIC. Spreads Yr1-20; 22-48 bps. No additional credit enhancements. Good discussion on CB&A ratings in particular. Good discussion of investment of bond proceeds.	21	S&P + bond insurance (\$72-77k). (why use FY22 data instead of FY23? Estimate "upper mid grade". No explanation of estimated credit rating. 20-yr level @ 3.79% A-TIC; 20-yr wrapped @ 3.91% A-TIC. Spreads 20-40bps. Full amort tables.	16	Moody's or S&P. Estimate "high grade". 20-yr level @3.69% A-TIC. Spreads 15 to 37. Nice scorecard tables. Great discussion on Destin economics.	21	Moody's or S&P. Might consider bond insurances. "high-grade". 20-yr level @ 3.554% A-TIC. Spreads 10 to 37. Nice discussion on credit rating agencies and strategies. Excellent discusion on SMAs and access to them (vs unlikely access to index and other funds due to small block sizes).	22	Moody's & S&P. Recommend 2-3 private ratings. "high-grade" assumption. If "med-grade", then consider bond insurance. Spreads 20-35 (realistic?)	18
7 Proposed fees & expenses (informational only)	0	takedown avg \$3.54/bond. \$139k		takedown avg \$3/bond. \$104,044. other coi: \$200k. Cashflows included.		takedown avg \$2/bond. \$75k coi. Cashflows included.		takedown avg: \$2.5/bond. \$89k coi		takedown avg: \$3.25/bond	
Total Points	100		80		76		81		85		73

Q4	10	rankings	9	rankings	5	rankings	8	rankings	7	rankings	4
Q4	10	cB&A experience	8	cB&A experience	7	cB&A experience	9	cB&A experience	10	cB&A experience	5

Q6	9	credit rating	7	credit rating	5	credit rating	9	credit rating	8	credit rating	6
Q6	8	structure recommendations	8	structure recommendations	7	structure recommendations	6	structure recommendations	6	structure recommendations	6
Q6	8	marketing strategy	6	marketing strategy	4	marketing strategy	6	marketing strategy	8	marketing strategy	6



Siebert Williams Shank & Co., LLC Response to:
Request for Qualifications
Investment Banking/Underwriting Services
City of Destin, Florida

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Disclaimer

Siebert Williams Shank & Co., LLC ("SWS" or "Siebert Williams Shank") is providing this information in response to the City of Destin, Florida (the "City") Request for Underwriter Proposals (the "RFQ") for the City's Capital Improvement Bonds, Series 2024A. Pursuant to the RFQ, SWS submits this response for the City's consideration in anticipation of SWS serving as a prospective underwriter only, and not as a municipal advisor. The information contained herein is not advice being provided by a municipal advisor but instead is being provided solely in direct response to the RFQ. Please see the important disclosures below for further information about SWS's role, the nature of the information provided in this RFQ response, and the duties owed and not owed to the City by SWS.

Disclosures Regarding SWS's Role as Underwriter, Not as Municipal Advisor

SWS is providing the information contained in this document for discussion purposes only as prospective underwriter or in anticipation of serving as underwriter on a future transaction in response to the RFQ, and not as financial advisor or municipal advisor. Should it be chosen to serve as an underwriter as a result of its response to the RFQ, the primary role of SWS, as underwriter, will be to purchase securities with a view toward distribution and/or for resale to investors in an arm's-length commercial transaction with the City. As an underwriter, SWS would have financial and other interests that differ from those of the City. An underwriter is required to deal fairly at all times with both issuers and investors. An underwriter has a duty to purchase securities from an issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable. SWS, as underwriter, will review any official statement for the City's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

This RFQ response is an effort by SWS to be selected as an underwriter. SWS is not acting or seeking to act as a municipal advisor to the City. Rather, as an underwriter acting for its own interest and unlike a municipal advisor, SWS will not have or owe a fiduciary duty to the City pursuant to Section 15B of the Securities Exchange Act of 1934, as amended (the "Act"), and, therefore, is not required by federal law to act in the best interests of the City without regard to its own financial or other interests. The City should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate before acting on any information or material contained in this RFQ response. If the City would like a municipal advisor in this transaction and does not have one that owes fiduciary duties to it, then the City is free to engage a municipal advisor to serve in that capacity.

No Recommendations or Advice

SWS is not recommending any action to the City except as in direct response to the RFQ. Unless otherwise expressly stated herein, the information provided consists of general information that is factual in nature and may incorporate certain hypothetical information based on the facts and assumptions described in the RFQ. In order to properly respond to the RFQ, SWS has presented structuring and marketing recommendations that meet the needs of the City as set forth in the RFQ. Such information, hypotheticals, facts and assumptions are not intended to be or imply a recommendation or to be construed as "advice" within the meaning of Section 15B of the Act. Rather they are presented in direct response to the RFQ.

Additional Disclosures and Disclaimer

All information contained in this document was obtained from sources believed to be reliable and in good faith, but no representation or warranty, express or implied, is made as to its accuracy or completeness. All information, hypotheticals, facts and assumptions (including prices, rates, yields and other calculations) are current only as of the date of this report, and are subject to change without notice. Any estimations or hypothetical results based on market conditions or the occurrence of future events are based upon the best judgment of SWS from publicly available information as of the date of this report. The source for all municipal firm rankings throughout this response is SDC Platinum.

THERE IS NO GUARANTEE THAT ANY OF THESE ESTIMATES OR HYPOTHETICALS WILL BE ACHIEVED.

Member FINRA and SIPC

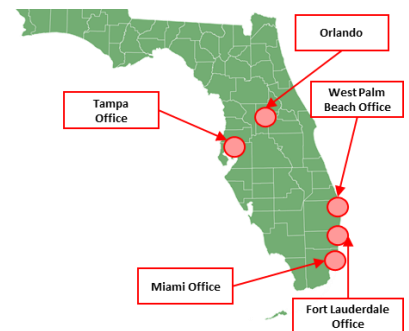
Transmittal Letter

Siebert Williams Shank & Co., LLC ("SWS") is pleased to submit our response to the City of Destin's (the "City" or "Destin") Request for Underwriter Qualifications. We believe that our position as one of the top underwriters of municipal debt, our recent and relevant financing experience within the State of Florida (the "State" or "Florida"), and our proven ability to aggressively price municipal bonds make SWS an ideal candidate to serve the City as sole or bookrunning senior manager on its upcoming issuance of its Special Obligation Bonds, Series 2024 (the "Bonds"). Below, we highlight key elements of our qualifications.

TOP-RANKED MUNICIPAL BONDS UNDERWRITER. The firm ranks 11th nationally as senior manager for all negotiated municipal financings year-to-date, after finishing 2023 ranked 10th (full to bookrunner, full if joint) and has consistently ranked among the top 15 for most of the last decade. Our firm's impressive track record is further evidenced by our #1 ranking in the same category among Minority or Woman-owned Business Enterprise ("M/WBE") firms for a record 26 years. **Additionally, SWS has received some of the highest industry award recognitions, having led Bond Buyer Deal of the Year Award-winning transactions each year since 2019.**

COMMITMENT TO SERVING FLORIDA CLIENTS. SWS has continued to expand its footprint within the State and now operates five regional offices in Florida:

Tampa, Fort Lauderdale, West Palm Beach, Orlando, and Miami. SWS has provided municipal bond underwriting services to clients in the State of Florida since the firm's inception, **totaling over \$53 billion in par amount** for negotiated transactions. Our experience with issuers includes recent bookrunning transactions on behalf of the City of Miami, Broward County, and the City of Miramar, as well as additional engagements for other prominent issuers such as Miami-Dade County, Palm Beach Schools, and the Cities of Tampa, Tallahassee, and West Palm Beach. The firm served as bookrunning senior manager on the City of Miramar's refunding transaction that was priced on September 25, 2024 and will serve as bookrunning senior manager for the Southeast Overtown Park West (Miami) Community Development Agency's new money and refunding transaction pricing in late 2024, in addition to co-managed appointments for the City of Tampa and the City of St. Petersburg that are expected to come to market in the fourth quarter. The firm's recent transactional engagements, as well as our local on-the-ground presence statewide, keep us apprised of the regional dynamics, strengthening our ability to serve the City.



SIGNIFICANT COMPARABLE EXPERIENCE. The firm has served as managing underwriter on many state and local government appropriation-backed transactions, including lease obligation bonds, certificates of participation, and special obligation financings secured by a covenant to budget and appropriate ("CB&A"). As further discussed herein, this includes engagements with the Cities of Miami and Miramar, the State of Wisconsin, Newark Parking Authority, NYS Dorm Authority, Los Angeles County Public Works Finance Authority, and the Columbia Facilities Corporation, among many others. Specifically with respect to CB&A transactions, since January 1, 2022, the firm has served as a managing underwriter on approximately \$4.1 billion in transactions, including \$1.3 billion as senior manager.

ABILITY TO EXECUTE IN CHALLENGING MARKETS AND STRONG CAPITAL POSITION. Given recent volatile market environments, it is particularly important for the City's underwriters to have demonstrated the ability to execute transactions and, when necessary, commit capital in all market environments. As detailed within, SWS has successfully helped its clients navigate this volatility by developing an appropriate marketing strategy and leveraging the expertise of our sales force. Our ability to commit capital when necessary is further enhanced by the growth of our excess net capital, rising nearly ten-fold since 2009. As of June 30, 2024, **our available capital for underwriting allows SWS to serve as sole manager on a transaction of approximately \$1.4 billion, or as senior manager with a 50% liability on an approximately \$2.7 billion transaction.**

We thank you for the opportunity to submit our proposal and we hereby affirm our understanding of the requirements of the proposal. If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Sincerely,



Robert M. Cox
Senior Vice President

cc: Mr. Jon Ford, Ford & Associates, Inc.

1. Firm Overview

FIRM HISTORY. SWS is a full-service investment banking firm with over twenty-seven years of experience that serves municipal and corporate issuers nationwide. While possessing expertise in other areas of business such as corporate underwriting, strategic advisory services, and asset management via an affiliate, **SWS continues to be a firm focusing primarily on public finance investment banking services.**

SWS was incorporated in Delaware in 1997 and maintains dual headquarters in New York City, New York and Oakland, California, both of which serve as the principal locations for our public finance division consisting of investment banking, underwriting, and municipal sales and trading desks. The firm was established as a partnership between seasoned public finance professionals including **Suzanne Shank** and the late **Muriel Siebert**, the first woman to own a seat on the New York Stock Exchange.

There are 145 SWS employees, of whom 54 are municipal bankers and 18 are underwriting, sales and trading professionals, located across 23 offices coast-to-coast. Regional SWS bankers, traders and salespersons report directly to our bi-coastal headquarters and provide a nationwide “on-the-ground” presence.

COMMITMENT TO PUBLIC FINANCE. Over half of the firm’s employees are dedicated solely to public finance, a clear indication of our commitment to the industry. SWS’s capabilities have expanded exponentially through both organic growth and strategic partnerships since the firm’s formation. We have reinvested in the firm and have continued to expand our geographic footprint as well as the services that the firm can provide. While other investment banks are disinvesting in their public finance business by either closing entire public finance departments, reducing staff, or scaling back on hiring, SWS has continued to demonstrate our long-term commitment to public finance by aggressively pursuing industry experts and strategically expanding our public finance staff. In light of the COVID-19 pandemic, and even during the market volatility in 2022 and 2023, the firm saw the divestitures of other firms as an opportunity and made additional personnel investments to expand its footprint in specialized sectors by hiring veterans within the higher education and development/securitization sectors, and adding a member to head our Municipal Sales and Trading department to deepen the firm’s investor outreach and analysis capabilities. **In recent months, SWS has hired 8 public finance professionals including 5 managing directors.**

Commitment to Public Finance and Continued Firm Expansion	
THE BOND BUYER CAREER MOVES Siebert hire of UBS' Nicholson shows its commitment to munis, Shank says 	THE BOND BUYER CAREER MOVES Siebert hires Guggenheim Securities' Katz as CFO 
THE BOND BUYER CAREER MOVES Siebert hires Markus, Liff to focus on higher education, infrastructure 	THE BOND BUYER CAREER MOVES Siebert adds Sean Boyea as managing director in new Sacramento office 
THE BOND BUYER CAREER MOVES Siebert Williams Shank sets its sights on higher education sector growth 	THE BOND BUYER CAREER MOVES Siebert Williams Shank names Tishelman head of sales, trading 

CAPITAL POSITION. Given the persistently volatile markets, it is particularly important for the City’s underwriter to have demonstrated the ability to commit capital in all market environments.

As a firm primarily dedicated to public finance, SWS frequently risks its capital in the primary market to ensure pricing integrity for our clients, seamlessly providing the commitment to underwrite unsold balances in our senior-managed transactions when and if necessary. **There are no limitations on the amount of capital available for municipal underwriting operations.** This advantage drives our capabilities higher while retaining a majority ownership stake for our original minority and female partnership team. Recognizing our readiness and ability to support transactions, our issuer clients have repeatedly hired us to serve on the

underwriting teams for many of their largest and most complex transactions regardless of market tone. SWS’s capital position as of June 30, 2024 is provided in the table above, and five of the many examples of transactions to which the firm has committed capital to are also provided above.

Capital Calculations as of:	6/30/2024
Total Capital (\$)	69,418,247
Equity Capital (\$)	62,011,247
Net Capital (\$)	44,266,282
Excess Net Capital (\$)	43,858,047
Apollo Revolver Available (\$)	52,000,000
Total Capital Avail for UW (\$)	95,858,047
UW Capacity (Sole)	1,369,400,671
UW Capacity (Lead at 50%)	2,738,801,343

Select Examples of SWS’s Recent Capital Commitments				
Issuer	Sale Date	Par (\$mm)	SWS Inventory (\$mm)	(%)
City of Miami	7/18/2024	179.5	2.6	1.5
City of Memphis	7/24/2024	85.3	5.4	6.4
Great Lakes Water Authority	5/21/2024	771.7	66.5	14.4
City of Pleasanton (Water)	5/20/2024	17.3	7.5	43.6
Los Angeles Dept. of Water & Power	3/13/2024	372.5	32.5	8.7

2. Florida Presence

FLORIDA PRESENCE AND PRIMARY OFFICE SERVING THE CITY. SWS has continued to expand its footprint within the State and now operates five regional offices in Florida. This investment in Florida resources has led to **SWS serving as bookrunner on two Florida transactions in 2024, with a further mandate as bookrunner on three Florida transactions in 2024, with another mandate as bookrunner scheduled to price before year-end.**

While primary coverage of the City has been provided from our Tampa office, we also operate locations in Orlando, West Palm Beach, Fort Lauderdale, and Miami, **giving the firm a presence that exceeds most of our non-bank competitors that do not operate commercial branches**. Among our Florida-based professionals, which include SWS chairman Chris Williams, SWS currently has 3 senior-level municipal finance bankers in the state and maintains a taxable desk in our West Palm Beach office.

As illustrated elsewhere, SWS has provided municipal bond underwriting services to clients in the State since the firm's inception, **totaling over \$53 billion in par amount** for negotiated transactions. Our firm's presence in the Sunshine State is demonstrated by the number of repeat client engagements throughout the years, including multiple transactions for the City of Miami, Broward County, the City of Miramar, the City of Tallahassee, Miami-Dade County, Palm Beach Schools, and the City of Tampa, among others. Siebert has been a long-time participant in the senior manager pools for the Counties of Miami-Dade and Broward and the Cities of Tallahassee and Orlando, and is also a member of the underwriting pools for the Greater Orlando Aviation Authority and the Central Florida Expressway Authority.

3. Financing Team

FINANCE TEAM ASSIGNED TO THE CITY. Below we provide a summary table of the financing team assigned to the City – several of which were a part of the banking and underwriting teams for the firm's recent senior-managed transactions within Florida described within this proposal – with their respective roles and contact information, followed by brief resumes.

SWS Banking Team				
Name	Title	Role	Email	Phone Number
Jonathan Kirn	Senior Managing Director	Florida Specialist	jkirn@siebertwilliams.com	(202) 872-8052
Robert Cox	Senior Vice President	Lead Banker & Primary Contact	rcox@siebertwilliams.com	(813) 675-3600
Alexa Chukwumah	Vice President	Regional Support Banker	achukwumah@siebertwilliams.com	(646) 775-4868
Naomi Rinaldi	Vice President	Quantitative Support Banker	nrinaldi@siebertwilliams.com	(202) 872-8055
Iris Li	Associate	Additional Banking Support	li@siebertwilliams.com	(212) 373-4246
SWS Underwriting Team				
Name	Title	Role	Email	Phone Number
Ed Tishelman	Senior Managing Director	Head of Municipal Sales	etishelman@siebertwilliams.com	(914) 325-7757
Drew Gurley	Managing Director	Underwriter	dgurley@siebertwilliams.com	(203) 297-4049
Cindy Ashmore	Managing Director	Underwriter	cashmore@siebertwilliams.com	(914) 844-2449

The finance team assigned to the City is led by **Robert Cox, Senior Vice President**, who heads our Tampa office and is the firm's principal regional banker for the Southeast. With over 16 years of experience in public finance, Mr. Cox has served as senior banker on municipal financings totaling approximately \$20 billion in par amount. Mr. Cox is a Florida native and has led or served as senior banker on bookrunning senior-managed transactions throughout the State including senior-managed offerings for the City of Miami, City of Miramar, and Broward County, along with co-managed offerings on behalf of the Cities of Tallahassee and Tampa, among others. Regionally, he has led transactional teams on bookrunning engagements for prominent issuers such as the Cities of Atlanta and Memphis, as well as co-managed offerings on behalf of the cities of New Orleans, Baton Rouge and Metro Nashville.

Mr. Cox is joined on the transactional team by **Jonathan Kirn, Senior Managing Director**, a Florida specialist who has been actively involved in the Florida municipal market since 1993 and has served as the lead banker on over \$50 billion in financings in the State serving in the capacity of senior, co-senior, and co-managing underwriter. His experience includes senior-managed offerings for Florida issuers such as the Cities of Miami, Orlando, Miramar, and West Palm Beach, the Counties of Miami-Dade and Broward, in addition to appropriation-backed transactions inside and outside of Florida.

Naomi Rinaldi, Vice President, whose client coverage includes the Mid-Atlantic and Florida regions, will continue to provide quantitative and banking support as she has done for SWS's recent senior-managed transactions within the State. Her recent Florida experience includes the firm's senior-managed transactions for the Cities of Miami and Miramar, in addition to Broward County.

Additionally, **Alexandra Chukwumah, Vice President**, and **Iris Li, Associate**, will be providing financial analyses and banking support on a full-time priority basis to the City.

Ed Tishelman, Senior Managing Director & Head of Municipal Sales, brings more than 30 years of experience to our sales and trading desk and will be responsible for allocating resources to our salesforce marketing the obligations that will be offered by the City. In addition, the firm's East Coast underwriters, **Drew Gurley, Managing Director**, and **Cindy Ashmore, Managing Director**, have nearly 50 years of combined experience and will serve as the primary underwriters for the City. Both have participated in a variety of Florida offerings, in addition to offerings backed by a covenant and budget to appropriate.

Finance Team	Resume
Jonathan Kirn <i>Senior Managing Director</i> Florida Specialist 1025 Connecticut Ave NW, Suite 509 Washington D.C. 20036 Phone: (202) 872-8056 Email: jkirn@siebertwilliams.com	- Mr. Kirn has over 30 years of municipal finance and financial analysis experience and has been actively involved in the Florida municipal market since 1993. - He has served as the primary contact on over \$50 billion in Florida financings serving in the capacity of senior, co-senior and co-managing underwriter. Mr. Kirn has worked on senior managed transactions for Florida issuers including Miami-Dade County, Broward County, City of Miramar, City of Orlando, and City of West Palm Beach, in addition to special/sales tax transactions outside of Florida including multiple engagements for the State of Connecticut. - Mr. Kirn graduated Highest Honors from Bentley University in Waltham, Massachusetts in 1984 with a Bachelor of Science degree in Management and a concentration in Computer Science/Systems Analysis. He holds Series 7, 50, 53, 63, and 79 FINRA securities licenses.
Robert Cox <i>Senior Vice President</i> Lead Banker & Primary Contact 100 S. Ashley Drive, Suite 600 Tampa, FL 33602 Phone: (813) 675-3600 Email: rcox@siebertwilliams.com	- Mr. Cox leads the firm's Tampa office and has over two decades of professional experience. - Over his 16 years in the public finance industry, he has served as a senior banker on municipal financings totaling approximately \$20 billion in par amount. - As a native Floridian, Mr. Cox serves as a primary member of the firm's Florida banking team and has served as lead or senior banker for transactions with the City of Miami, City of Miramar, Broward County, City of Tampa, and Palm Beach County Schools, among others. - Regionally, he has led transactional teams for senior-managed engagements on behalf of the City of Atlanta, the City of Memphis, the City of Jackson (MS), and Warren County (MS). - He received his B.A. in International Affairs (1999) from the Florida State University (FSU) and his J.D. (2002) from the FSU College of Law, and is a former member of the FSU Alumni Association's National Board of Directors, serving two consecutive terms as treasurer. - Mr. Cox holds Series 7, 53, 54, and 63 FINRA securities licenses in addition to maintaining an active law license.
Naomi Rinaldi <i>Vice President</i> Quantitative & Banking Support 1025 Connecticut Ave NW, Suite 509 Washington D.C. 20036 Phone: (202) 872-8056 Email: nrinaldi@siebertwilliams.com	- Ms. Rinaldi provides banking and quantitative support to issuers, primarily to those in the southeast. - Prior to joining SWS, Ms. Rinaldi spent over four years serving issuers on the municipal advisory side at Prager & Co., LLC and Public Resources Advisory Group (PRAG). - Her recent Florida experiences include the firm's senior-managed transactions for Broward County and the City of Miramar. - She holds a Bachelor of Arts in Economics and in Political Science from UC San Diego and a Masters of Business Administration in Finance and Strategy from the Drucker School of Management. She holds Series 7, 50, 52, 63, and 79 FINRA securities licenses.
Alexa Chukwumah <i>Vice President</i> Quantitative & Banking Support 100 Wall St, 18 th Floor New York, NY 10005 Phone: (646) 775-4868 Email: achukwumah@siebertwilliams.com	- Ms. Chukwumah joined SWS in August 2024 and provides banking and quantitative support to issuers in the Southeast region. - Prior to joining SWS, Ms. Chukwumah spent over three years serving not-for-profit healthcare clients in Citi's Public Finance department. - She holds a Bachelor of Arts in International Relations from Brown University. She holds 7, 52, 63, and 79 FINRA securities licenses.
Iris Li <i>Associate</i> Quantitative & Banking Support 100 Wall St, 18 th Floor New York, NY 10005 Phone: (212) 373-4246 Email: ili@siebertwilliams.com	- Ms. Li has four years of experience in municipal finance and provides day-to-day banking and quantitative support to issuers in the Southeast Region. - Her career spans roles at several financial institutions where she provided quantitative analysis for bond transactions, modeled derivative transactions, and conducted spread analyses for public entities. - Ms. Li earned her Master of Public Administration from New York University, and a bachelor's degree from Peking University. She holds 7 and 52 FINRA licenses.

Sales & Underwriting Team**Resume****Ed Tishelman**

Senior Managing Director
Head of Municipal Sales

100 Wall Street, 18th Floor
New York, NY 10005
Phone: (212) 373-4226

Email: etishelman@siebertwilliams.com

- Mr. Tishelman joined SWS in 2023 as Head of Municipal Sales. Prior to joining SWS, Mr. Tishelman was a Managing Director and Head of Issuance Strategies at UBS. Prior to UBS, he was a pricing specialist at the Municipal Advisory firm, Mohanty Gargiulo. He has held other senior positions, namely, Head of the TD Securities Municipal Finance Group for six years, where he was responsible for public finance, underwriting, trading and distribution of all municipal securities and products.
- He also served as National Sales Manager for Municipal Securities at JP Morgan from 1998-2007, and began his career in municipal finance in 1981 as a trader at E.F. Hutton and went on to trade municipal bonds institutionally for 16 years, serving as Head of Trading at PaineWebber.
- Mr. Tishelman received a bachelor's degree from the University of Vermont. He holds Series 7, 52, 53, and 63 FINRA securities licenses.

Drew Gurley

Managing Director
Underwriter

100 Wall Street, 18th Fl
New York, NY 10005
Phone: (646) 775-4872

Email: agurley@siebertwilliams.com

- A 30-year veteran in municipal securities, Mr. Gurley began his career at Matthews & Wright in 1985 and worked at UBS Securities LLC for 20 years. Prior to joining Siebert Williams Shank in October 2010, Mr. Gurley served as Senior Vice President in municipal underwriting for First Southwest Co.
- As the firm's lead East Coast underwriter, Mr. Gurley has had extensive experience serving as a senior underwriter for a wide variety of clients, including the recent senior managed transactions for Broward County and the City of Miramar.
- Mr. Gurley is a graduate from the University of Vermont with a Bachelor of Science (1985) in Finance. He holds Series 7, 53, and 63 FINRA securities licenses.

Cindy Ashmore

Managing Director
Underwriter

100 Wall Street, 18th Floor
New York, NY 10005
Phone: (212) 373-4276

Email: cashmore@siebertwilliams.com

- Ms. Ashmore joined SWS following the firm's merger with Williams Capital in 2019. Prior to joining Williams, she served over eight years with Jefferies LLC as a senior vice president/underwriter. In this capacity, she structured and priced over \$30 billion in primary market municipal bonds across a variety of sectors as book-running underwriter.
- Ms. Ashmore started her career 20 years ago in the municipal derivatives department at Bear, Stearns & Co. Inc. where she structured and priced various derivative products including interest rate swaps, repurchase agreements and debt service reserve fund agreements.
- Ms. Ashmore earned a Diploma in Paralegal Studies from New York University, and a Bachelor of Arts (1998) in History from the State University of New York at Oneonta. She holds Series 7 and 63 FINRA securities licenses.

4. Florida Experience**a. A list of Florida CB&A transactions your firm has underwritten since January 1, 2022**

CB&A/NON-AD VALOREM EXPERIENCE. Since January 1, 2022, the firm has served on 19 transactions with an appropriation security component totaling nearly \$4.1 billion. Recent relevant senior-managed experience includes Florida transactions on behalf of the City of Miami and the City of Miramar, as well as additional bookrunning engagements for Warren County (MS), Fairfax County Economic Development Authority, the University of Rhode Island through the Rhode Island Health and Educational Building Corporation, the St. Louis Municipal Finance Corporation, and the New Jersey Educational Facilities Authority. The firm's co-managed appropriation experience includes the Village of Wellington (FL), the School District of Palm Beach County, and the Los Angeles Public Works Financing Authority. We believe the diversity of the clients serviced during this period exemplifies SWS's capabilities to serve issuers across the country, sector, and ratings. One example of this is our senior-managed CB&A transaction for Warren County's (MS) \$72 million Certificates of Participation, Series 2023 which priced on December 6, 2023. Despite the relatively smaller size – similar to the City's Bonds – the transaction received orders from 21 accounts, and spreads were able to be tightened on most maturities. **Further, the transaction team, led by Robert Cox, the primary banker assigned to the City, provided significant value throughout the engagement, which spanned nearly eight months, extensively participating in the planning process and navigating various procedural milestones for the infrequent issuer, including arrangement of the rating process and procurement of bond insurance.**

Recent Florida CB&A Experience

Delivery Date	Issuer	Series	Par (\$000)	Ratings (M/S/F)	Final Maturity
10/15/2024	City of Miramar	Series 2024	44.365	Aa2/AA-/NR	2035
8/1/2024	Miami City-Florida	Series 2024C	73.510	Aa2/AA-/NR	2049
6/12/2024	Miami City-Florida	Series 2024B	44.060	Aa2/AA-/NR	2034
6/12/2024	Miami City-Florida	Series 2024A	135.460	Aa2/AA-/NR	2049
12/11/2023	Palm Beach Co School Board	Series 2023A	140.750	Aa3/NR/AA-	2040
11/20/2023	Miami City-Florida	Series 2023A	238.205	Aa2/AA-/NR	2053
11/20/2023	Miami City-Florida	Series 2023B	30.175	Aa2/AA-/NR	2033
7/17/2023	Village of Wellington	Series 2023	33.500	Aaa/NR/NR	2053
7/28/2021	City of Miramar	Series 2021	51.000	Aa2/AA-/NR	2038

Highlight: Senior-Managed transactions

b. Your firm's long-term underwriting ranking in Florida and Nationally for the period from January 1, 2022 through June 30, 2024. Please separate by negotiated and competitive sales.

FLORIDA EXPERIENCE. SWS and the primary bankers assigned to the City have extensive experience with Florida issuers and credits, having participated as a managing underwriter on \$53 billion of negotiated Florida debt financings, including senior managing \$2.2 billion since the firm's founding. **The firm recently completed two senior-managed transactions for the City of Miami's Limited Ad Valorem Tax Bonds and the City of Miramar's \$45.0 million Special Obligation Refunding transaction, which was priced on September 25, 2024, all of which feature CB&A components.** Other recent senior-managed Florida experience includes transactions for Broward County's Water & Sewer credit, the City of Miramar's Special Obligation credit in 2021, and the West Palm Beach Community Redevelopment Authority, among others. Furthermore, the firm has served as co-manager for numerous Florida issuers and related credits, including but not limited to Miami-Dade County, City of Tallahassee, the School District of Palm Beach County, the Village of Wellington, Greater Orlando Aviation Authority, and the Central Florida Expressway Authority.

The firm is also currently mandated to serve as bookrunning senior manager on the City of Miami / Southeast Overtown Community Redevelopment Agency's upcoming tax increment offering, along with co-manager mandates for the City of Tampa as well the City of St. Petersburg and Pinellas County related to the Tampa Bay Rays stadium and surrounding improvements later this year.

A summary of SWS's competitive sales experience/ranking nationally and in Florida since January 1, 2022, is provided in the table below.

Negotiated	2022			2023			1H 2024		
Florida Issues	#	Par (\$M)	Rank	#	Par (\$M)	Rank	#	Par (\$M)	Rank
Senior-Managed	1	199	13	-	-	-	1	179	13
Co-Managed	2	287	17	3	445	21	2	600	13
National Issues	#	Par (\$M)	Rank	#	Par (\$M)	Rank	#	Par (\$M)	Rank
Senior-Managed	32	12,239	12	48	15,243	10	26	12,253	11
Co-Managed	147	63,197	4	162	75,728	1	103	49,792	2

Additionally, a summary of SWS's competitive sales experience/ranking nationally and in Florida since January 1, 2022, is provided in the table below. Please note that SWS typically participates in competitive bids only in the role of co-manager.

Competitive	2022			2023			1H 2024		
Florida Issues	#	Par (\$M)	Rank	#	Par (\$M)	Rank	#	Par (\$M)	Rank
Co-Managed	1	192	13	3	382	8	2	32	9
National Issues	#	Par (\$M)	Rank	#	Par (\$M)	Rank	#	Par (\$M)	Rank
Co-Managed	58	4,789	35	66	5,442	24	33	2,564	24

Below we have provided three case studies demonstrating our recent senior-managed experience with CB&A credits both statewide and nationally.

Select Florida Experience

City of Miami, Florida

Limited Ad Valorem Tax Bonds (Miami Forever Infrastructure Program Bonds)

\$135,480,000 Tax-Exempt Series 2024A and \$44,060,000 Taxable Series 2024B | \$73,510,000 Tax-Exempt Series 2024C

Overview

- Siebert Williams Shank ("SWS") served the City of Miami as Senior Manager on three Series of Bonds, the 2024A and 2024 B Bonds (the "2024AB Bonds") which priced on May 29, 2024 and the Series 2024C Bonds (the "2024C Bonds") which priced on July 18, 2024 (combined the 2024AB and 2024C Bonds are referred to as the "2024 Bonds")
- The 2024 Bonds were issued for the purpose of providing funds to (i) pay or reimburse the City for funds advanced by the City for costs of certain infrastructure capital projects identified in the Bond Resolution and (ii) pay the costs of issuance of the 2024 Bonds
- The 2024 Bonds were secured by limited ad valorem tax revenues levied annually on all taxable property in the City and **a covenant to budget an appropriate legally available non-ad valorem revenues of the City** (provided, that no more than 10% of the maximum annual debt service on the 2024 Bonds may be paid from such non-ad valorem revenues in any fiscal year)
- The Bonds were rated Aa2 (Stable) and AA (Stable) by Moody's and S&P, respectively

Market Conditions

- The 2024AB Bonds priced May 29 and the 2024C Bonds priced several weeks later in a very different market

- The week prior to pricing the 2024AB Bonds the market saw extreme weakness across the curve with MMD / BVAL yields closing the week 11 to 25 basis points higher and many deals pricing with concessions due to economic data and FOMC minutes enforcing the “higher for longer” narrative
- Going into pricing, municipals were forced to play catch up and yields rose by 5 to 10 basis points, further fueled by a weak 7-year Treasury bond auction, coupled with elevated secondary trading as dealers sold off new issue balances from the previous week

Structure / Pre-Marketing / Pricing

- In order to structure the transaction in a manner that resulted in the lowest cost of capital while maintaining a level debt service structure, the taxable 2024B bonds were amortized first, and then the tax-exempt 2024A Bonds were amortized to wrap around the 2024B Bonds while the 2024C Bonds were amortized with level principal and interest
- 2024A and 2024B:
- SWS pre-marketed the 2024A Bonds with 5% coupons; after investor feedback, SWS adjusted the term bond coupons to 5.25% and tightened spreads by 1 basis point while the 2034 to 2044 serial bonds were widened by 3 basis points
- The 2024B Bonds were widened by 3 to 5 basis points in the 2027 to 2031 maturities
- On the day of pricing, a softer market tone and double-digit MMD / BVAL cuts contributed to over \$141 million of unsold balances at the end of the order period; **SWS requested a reprice and committed to underwrite any remaining balances at the revised levels**
- The 2024A Bonds were widened by 5 to 8 basis points at repricing and the term coupons were changed to 5.50%
- With the 2024C Bonds, the market benefited from a positive tone from the prior few weeks with significant volume being absorbed by the market
- Going into pricing, Thursday, July 18, the market was quiet with yields moving lower by 2 basis points for the 2025 and 2026 part of the curve; however given the large new issue calendar for the week, coupled with investor feedback with respect to the final spreads for the City’s recently priced Series 2024AB Bonds, SWS recommended entering the order period 2 basis points wider from the pre-marketing levels across the curve in order to generate sufficient investor interest
- Additionally, with the significant offerings earlier in the week, accounts were waiting for allotments and didn’t know how much cash they would have to invest until later in the day; the order flow was very slow, but SWS was able to get at least one-times subscription in every maturity
- The 2024C transaction received strong interest with over \$211 million in priority orders from 24 investors resulting in oversubscription of 2.9x in aggregate – **SWS’s strategy proved to be successful since despite the conservative widenings for release, final spreads were tightened by up to 6 basis points from pre-marketing levels at various points of the curve.**

City of Miramar, Florida

\$51,000,000 Taxable Special Obligation Revenue Refunding Bonds, Series 2021

- **Value-Added:** SWS’s marketing efforts brought in many new investors; over half the investors were those who did not participate in the City’s prior offerings
- On June 30th, 2021 SWS served as bookrunning senior manager for the City of Miramar, Florida’s (the “City”) Taxable Special Obligation Refunding Revenue Bonds, Series 2021 (the “Series 2021 Bonds”)
- Pre-marketing took place on Monday, June 28th and the IOI period took place during the afternoon of Tuesday, June 29th and the morning of Wednesday, June 30th
- Given investor feedback after the pre-marketing period, coupled with factors such as volatility in the Treasury market during the month of June and a number of larger deals looking to price prior to the July 4th weekend, SWS suggested going out in the IOI period at the same levels as that of the pre-marketing period to build the order book; following the second IOI period, all of the maturities were subscribed
- The transaction was 2.2x times oversubscribed on aggregate and generated more than \$113 million of orders; all of the orders were submitted by SWS. The transaction received strong interest, **including orders from 17 investors; over half of these investors were those who did not participate in the City’s prior offerings**
- Given the strong book of orders, a few short-term maturities were tightened by 5 bps, and the 2026 maturity was tightened by 3 bps during price guidance
 - Spreads were further tightened following Launch, with the 2023 – 2032 maturities receiving an additional 3 bps bump
- The transaction resulted in \$8.376 million of net present value savings, or 17.5% of the refunded par-amount, and achieved an all-in TIC of 2.35%

Rhode Island Health and Educational Building Corporation

\$15,440,000 Higher Education Revenue Bonds University of Rhode Island Educational & General Revenue Issue, Series 2023

- On May 31, 2023, SWS served as sole manager to the Rhode Island Health and Educational Building Corporation (“RIHEBC”) and the University of Rhode Island (“URI”) on the \$15.44 million Higher Education Revenue Bonds to finance upgrades across URI’s Kingston campus utility system, fund capitalized interest and associated issuance costs

SWS Helped Navigate the Issue’s Structuring Constraints and Volatile Market Conditions

- The transaction was structured to satisfy state legislatively-mandated financing constraints

- To optimize bond proceeds for the campus projects under a bond proceeds and debt service limit, SWS incorporated 5.25%, 4.00% and 4.125% coupons across longer-dated maturities to complement five percent coupons in earlier maturities to attract a wide investor base
- SWS built cash flow models to quantify the potential benefit/cost of varied coupons and structures to optimize project fund deposits under the borrowing limits
 - These included a nine-year par call, which URI requested to accommodate its evolving strategies
- SWS also identified to the project team the potential opportunity to capture “positive arbitrage” in certain deposit funds, subject to bond counsel approval, reflecting the inverted yield curve
- The market in the week prior to pricing and preceding the Memorial Day holiday weekend was characterized by continued high volatility and increases in the tax-exempt MMD and U.S. Treasury yield curves as investors expected higher interest rates with the federal debt ceiling stalemate remained unresolved
- **SWS’s comprehensive premarketing efforts included posting the preliminary official statement approximately two weeks prior to the bond sale, and long ahead of the holiday weekend, to best alert potential investors and distinguish/highlight URI’s educational and general revenue credit strengths**

Strategic Timing, Focused Marketing, Diverse Appeal, and Capital Commitment Led to a Successful Pricing

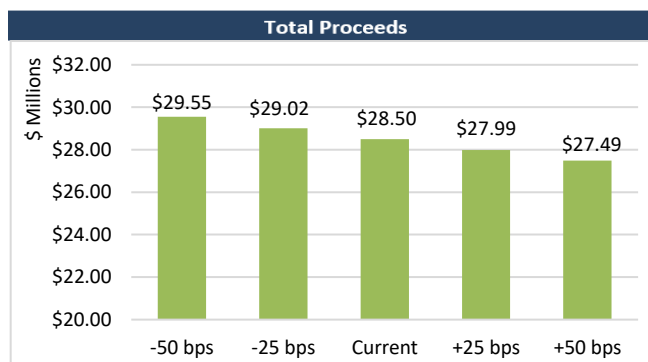
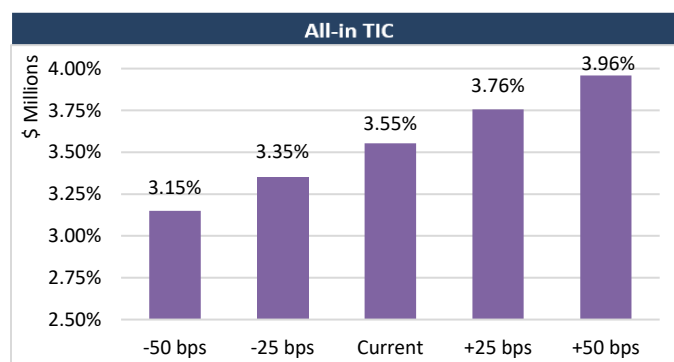
- With a positive tone in the market the morning of pricing, SWS recommended pricing after the preliminary pricing of \$1.4 billion City of New York General Obligation Bonds as well as the retail order period of \$360 million State of Connecticut General Obligation Bonds
- Overall, the transaction was 1.5x oversubscribed with \$22.9 million in orders from 14 unique investors
- Upon reprice, SWS restructured by replacing one 5.00% coupon with a 4.00% to meet investor demand
- Given the strength of the order book in the final maturities, SWS was able to aggressively lower spreads by three basis points in the 2042 and 2043 maturities
- The restructuring/repricing lowered the all-in true interest cost to 4.134% at the verbal award, or by approximately 10 basis points from premarketing levels
- **SWS’ capital commitment preserved the pricing integrity by purchasing the remainder of undersubscribed maturities**

5. City Correspondence

SWS has been in regular and frequent contact with the City and its staff over the past two years, including an in-person meeting at the City’s offices in June 2023, and other interactions at industry events. The firm has also provided regular market and credit-related submissions, including detailed presentations related to the City’s CB&A/non ad-valorem credit outlook in May 2024, as well as virtual town hall invitations.

In May 2024, we provided select statistics and graphical representations of a hypothetical \$25 million new money issuance which we updated in this RFP with a 10-year par call for a (i) 30-year level debt service structure (ii) 25-year level debt service structure and (iii) 20-year level debt service structure. We have reproduced this analysis below and have updated for current market conditions as of **Monday, September 23, 2024** as well as the City’s preferred 20-year structure.

	Project Fund Sensitivity – 20-year amortization				
<i>Change in MMD (bps)</i>	-50 bps	-25 bps	Current	+25 bps	+ 50 bps
Dated / Delivery Date	12/3/2024	12/3/2024	12/3/2024	12/3/2024	12/3/2024
Par Amount (\$)	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000
Total Proceeds (\$)	29,553,219	29,018,406	28,496,093	27,985,942	27,487,701
All-In TIC (%)	3.150	3.352	3.554	3.756	3.959
Arbitrage Yield (%)	2.666	2.915	3.164	3.413	3.662



6. Plan of Finance

RECOMMENDED MARKETING STRATEGY & APPROACH. Market volatility and rate uncertainty continue to be a concern amongst participants. As such, the firm continues to believe that ***the key to any successful sales and marketing effort is flexibility, particularly with the timing, structure, and couponing of the transaction to the extent possible.*** To successfully market the sale of the Bonds, SWS would deploy its three-pronged strategy to coordinate research and communication between bankers, sales personnel, and investors.

Step 1: Our team crafts a credit narrative for rating agencies and investors, and establishes the optimal structure and timing of the issuance. For the latter, SWS utilizes proprietary tools to identify target investors – those with the highest potential cash flow to reinvest and top holders of similar types of bonds. In the City’s case, SWS would identify top holders of the City’s peer credits, and relevant maturities across the curve. Currently, investor demand by the City’s projected maturity range is generally characterized by: i) in the 1-10 year portion of the curve the largest buyers are typically bank trusts, short bond funds, money managers, and investment advisors; and ii) in the 10-20 year portion of the curve, the largest buyers are typically investment advisors, bond funds, insurance companies, and arbitrage/trading accounts.

Our goal is to maximize participation by **broadening the potential investor base** to ensure we achieve the lowest possible yields. Institutions that are underweight in certain categories (i.e. they are looking for paper within a certain state, sector, etc.) make ideal “anchor investor” targets. We will identify and target investors that hold comparable credits to that of the City and educate them regarding similarities and fit within a particular portfolio. Found below is a matrix of curated target investors by maturity range.

City of Destin Target Tax-Exempt Investors by Maturity Range			
1-5 Years	6-10 Years	11-15 Years	16-20 Years
The Vanguard Group	The Vanguard Group	The Vanguard Group	Nuveen
Wellington MGMT	Cincinnati Financial Corporation	DWS Investment MGMT Americas	The Vanguard Group
Northern Trust Global Investments	Conning, Inc	Southern Farm Bureau Casualty	Lord Abbett & Co
Russell Investments	Allstate Investments	Farmers Mutual Insurance	Cincinnati Financial Corporation
Berkley Dean & Co	Van Eck Associates Corporation	Wellington MGMT	Amundi Asset MGMT
Nuveen	Nuveen	Eaton Vance MGMT	PIMCO
Blackrock	T Rowe Price Associates	New England Asset MGMT	Tennessee Farmers Insurance Co
Thornburg Investment MGMT	Fidelity MGMT & Research	Aquila MGMT Corp	First American Trust
FBL Investment MGMT	PGIM Investment	Liberty Mutual Insurance Group	McDonnell Investment MGMT
Goldman Sachs Asset MGMT	JP Morgan Asset MGMT	Crawford Investment Counsel	Robert W. Baird & Co
Eaton Vance MGMT	BlackRock	Mellon Investments Corporation	DWS Investment MGMT Americas
Mitsui Sumitomo Marine	Conning	Conning	GE Asset MGMT
Fidelity MGMT & Research	Manulife Investment MGMT	Loomis Sayles & Company	Blackrock
T Rowe Price Associates	Madison Scottsdale	Standish Mellon Asset MGMT	New England Asset MGMT
Virtus Investment Advisers	Hereford Insurance	Triangle Insurance	Wellington MGMT
Mesirow Financial	Invesco Advisers Capital MGMT	Private Capital MGMT	Income Research & MGMT
New England Asset MGMT	First Jersey Casualty Insurance	Asset Allocation & MGMT	Sterling Capital MGMT

Further, below is a summary table of the bond holders of the City’s peers, with the following key takeaways:

- Bond funds and insurance accounts report holdings quarterly, **and a low reporting percentage indicates large retail holdings**, while a high reporting percentage indicates low retail holdings
- A number of issuers with non ad-valorem/appropriation credits that we would consider peers, such as the City of Daytona Beach, the City of Miramar, and Escambia County had no - or very few - reporting holders
- With the low reporting and heavy weighting towards retail holdings indicated in the peer table below, **the City and its finance team should have a focused retail/SMA strategy heading into pricing**

Peer Group Tax-Exempt Bondholder Summary					
Issuer	Ratings	% Reporting	% Insurance	% Funds	Notes
Jacksonville, FL Special Revenue	NR/AA/AA+	18.9% Reporting	25.1% Insurance	74.9% Funds	Very large retail/SMA holdings; Large fund holdings
Miami, FL Special Obligation	Aa2/AA/NR	34.5% Reporting	9.3% Insurance	90.7% Funds	Moderate retail/SMA holdings; Very large fund holdings
Manatee County, FL Revenue Improvement	Aaa/NR/AAA	16.3% Reporting	40.4% Insurance	59.6% Funds	Very large retail/SMA holdings; Large fund holdings
Hillsborough County, FL Capital Improvement Non-Ad Valorem	Aaa/AAA/AAA	22.6% Reporting	44.4% Insurance	55.6% Funds	Large retail/SMA holdings; Large fund holdings
Seminole County, FL Special Obligation	Aa1/AA+/NR	26.6% Reporting	35.6% Insurance	64.4% Funds	Large retail/SMA holdings; Large fund holdings
Palm Beach, FL Public Improvement	Aaa/AAA/NR	8.8% Reporting	100.0% Insurance	0.0% Funds	Predominantly retail/SMA holdings; Very large insurance holdings

SWS coverage of and relationship with professional retail investors such as Separately Managed Accounts (“SMA”) is one of the firm’s competitive advantages, setting us apart from many other leading national firms – ***nearly 50% of our trades in the secondary market are with SMAs.*** These relationships further contribute to our distribution capabilities and the success of our transactions as they comprise the bulk of the current retail market.

Since 2018, nearly half of all SWS secondary market trades have been with SMAs, Private Wealth Managers, and Money Managers, as shown below.

SWS Trading Activity with Top 60 Accounts by Account Type (\$000s)								
Account Type	2018	2019	2020	2021	2022	2023	2018 - 2023 Total	
							\$	%
SMA/PWM/Money Mgmt	11,021,302	10,334,312	10,434,813	5,257,875	21,873,800	16,754,932	75,677,034	46%
Mutual Fund/ETF	4,099,064	3,565,368	7,246,799	4,951,290	23,916,909	11,309,256	55,088,686	34%
Arbitrage/Trading	3,388,180	3,955,819	3,172,985	2,967,035	5,252,010	4,567,489	23,303,518	14%
Insurance	1,436,471	1,342,130	1,061,175	589,050	1,212,045	1,726,825	7,367,696	4%
Dealer	136,280	294,490	266,460	446,030	1,201,750	434,235	2,779,245	2%
Total	20,081,297	19,492,119	22,182,232	14,211,280	53,456,514	34,792,737	164,216,179	100%

In addition, over that same time frame, 73% of all SWS secondary market trades have had a par amount of \$200,000 or less – this is a trade size common for SMAs but that often comes at a significant discount to block sized trades (\$1 million+). **By providing one of the key channels through which SMAs are able to trade (and especially able to trade odd-lots), SWS has been able to build lasting relationships and, moreover, distribution channels with one of the municipal market's most important investor segments.**

While SWS holds extremely strong relationships with SMAs, the firm's distribution capabilities to institutional investors such as bond funds and insurance companies are just as robust. SWS's fixed income underwriting, sales and trading operations are comprised of 41 employees that cover both professional retail and institutional accounts from our New York City and Oakland, CA dual headquarters, in addition to our offices in West Palm Beach (FL), Fallbrook (CA), Melville (NY), and Saddle River (NJ). Our municipal sales department actively markets to over 1,500 of the top tier institutional buyers nationally.

Step 2: The finance team then communicates critical information to our sales force when the transaction is publicly announced via a report that details the structure, covenants, disclosures, ratings, and preliminary investor details. Considering the current market environment, we recommend the early release of the EMMA notice, POS, and investor presentation so that we may price a transaction sooner than expected if a window of opportunity is presented.

Step 3: Our salesforce builds upon the bankers' information by adding proprietary sales and trading analysis before disseminating their unique "New Issue Package" to targeted buyers of our issuers' bonds. This package includes structure wires, ratings reports, investor presentations, among other relevant information.

SWS' Proprietary "New Issue Package"	
Internal Distribution: Communication with the Sales Force	
	Transaction Sales Memo: Detailed briefing for our sales force on transaction credit, tax, structure, legal highlights, and timing
	Holders Analysis: Identifies current holders/investors of the City's bonds (approved the credit and have appetite) and existing holders of comparable issuers
	Internal Sales Call: Weekly call with underwriting, banking, sales & trading to inform and update the desk and sales force on transaction details, timing, size, and other items of note
Distribution to Investors: Value-Added Service	
	Historical Pricing Spreads: Analysis of where Jacksonville's credit and other similar credits have historically priced
	"Every .01 Counts" Report: Tracking of relative trading value of the City's bonds versus major municipal benchmarks
	Debt Profile: Comprehensive review of Jacksonville's credits that helps educate investors on the historical approach of the City's debt issuances; buyers are generally more comfortable buying credits when they have a more wholistic understanding of their debt management practices
	Pricing Progression: Detailed color-coded maturity-by-maturity report on new issues that tracks coupons, yields, spreads, MMD rates, and any changes thereof throughout the transaction process
	Rating Reports: Distribution of recent relevant credit analyses

ISSUANCE TIMING. The City has identified mid-December 2024 as its target for settlement of the Bonds, which suggests a pricing shortly after Thanksgiving. Aside from general recommendations to avoid FOMC and other market-influencing announcements, when setting a pricing date, we would suggest that if closing will be pushed into the latter part of the week of December 16 or beyond, the City should consider settling after January 1, as investors may plan to have their available cash allocated by that point, potentially affecting the investor pool.

Along those lines, there can be advantages in going to market during the months where top holders of similar credits will have money available due to interest payments and bonds that are maturing or being redeemed. As presented in the adjacent table, December – when

Firms with the Most Cash Flows from Florida Bonds (\$000's)					
Firm	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Total
Vanguard Group	61,445	59,650	54,939	18,574	385,970
Nuveen Asset Mgmt.	88,015	20,750	68,482	7,234	324,321
Fidelity	40,096	12,472	26,456	13,802	217,494
T Rowe Price	26,136	39,213	9,867	4,763	198,588
OppenheimerFunds	21,988	22,100	9,089	511	102,692
Mercury Insurance	26,013	6,041	1,151	283	80,402
State Farm	15	8,755	17,755	607	72,786
BlackRock	7,948	8,137	5,182	4,420	69,885
AllianceBernstein	10,089	2,725	6,002	3,210	66,519
MacKay Shields	10,471	1,239	2,733	4,408	61,831
All Others	134,056	76,147	127,661	63,668	1,132,014
Total	426,273	257,230	329,317	121,480	2,712,501

the City expects to close – is a moderately favorable month in terms of investor cash, with January being slightly more favorable if closing slips beyond year-end.

RECOMMENDED RATINGS APPROACH. While the City has issued bonds in the past with multiple ratings, we believe that given the projected size of the transaction among other factors, a single rating would suffice, allowing for transactional cost efficiencies. Since Fitch is typically not used as a stand-alone rating, Moody's or Standard and Poor's would be alternatives in the single-rating scenario.

As noted in our prior communications with the City, our analysis has focused on Moody's local government issuer-level methodology, and we have reproduced our indicative scorecard below. Based on this preliminary assessment, the City appears positioned to achieve an issuer-level rating of "Aa1", which does not account for notching factors or unforeseen major events. In addition to the issuer-level rating, Moody's would evaluate specific features of the Bonds, including their security and structure, to assign a security-level rating. This is particularly relevant given Moody's recent actions regarding Florida issuers. In late 2022, Moody's upgraded non-ad valorem revenue debt for 41 Florida issuers after implementing a new methodology that takes a more comprehensive view of an issuer's financial position. The City's intended pledge of non ad-valorem revenues secured by a CB&A would likely be viewed favorably by Moody's. Consequently, we anticipate that the 2024 Bonds could potentially receive a "Aa1" rating, aligning with the projected issuer-level rating. As we progress through the issuance process, SWS would work closely with the City and its MA to further refine our rating agency recommendations.

Factor	Description	Weight	SWS Estimates Based on 2023 ACFR			SWS Estimates Based on 2023 ACFR + \$25 million New Money ⁽¹⁾		
			Value	Score	Moody's Scoring	Value	Score	Moody's Scoring
Economy & Tax Base (30%)	Resident Income	10%	118.8%	2	Aa	118.8%	2	Aa
	Full Value Per Capita	10%	\$491,454	1	Aaa	\$491,454	1	Aaa
	Economic Growth	10%	2.40%	1	Aaa	2.40%	1	Aaa
Financial Performance (30%)	Available Fund Balance Ratio	20%	185.25%	1	Aaa	185.25%	1	Aaa
	Liquidity Ratio	10%	57.03%	1	Aaa	57.03%	1	Aaa
Management (10%)	Institutional Framework	10%	Strong	2	Aa	Strong	2	Aa
Leverage (30%)	Long-Term Liabilities Ratio	20%	64.81%	1	Aaa	127.99%	2	Aa
	Fixed-Costs Ratio	10%	4.72%	1	Aaa	9.29%	1	Aaa
Estimated Rating:					Aa1	Aa1		

PRICING LEVELS. As requested, below we provide SWS's indicative pricing levels for the City's Series 2024 Bonds, assuming market conditions as of the close of business on Monday, September 23, 2024, an Aa2/AA level rating, an October 1 maturity, and a 10-year par call.

BOND INSURANCE. If the City achieves a rating in the mid-to-high Moody's Aa (or S&P AA) categories, bond insurance would likely be of limited value. However, given that this will be the first rating process in some time for the City, we believe that it would be prudent to maintain flexibility within the offering documents to potentially solicit bids. Bond insurers have been fairly aggressive in many circumstances lately, and at least allowing flexibility has few drawbacks. Our desk estimates the benefit of insurance to currently be approximately 1-3 basis points.

City of Destin Capital Improvement Bonds, Series 2024A Assume Aa2/AA Indicative Pricing Levels as of September 23, 2024				
Maturity (10/1)	Oct AAA MMD 9/23/24	10 Year Par Call		
		Coupon	Spread (bps)	Yield
2025	2.50%	5.00%	10	2.60%
2026	2.30%	5.00%	13	2.43%
2027	2.28%	5.00%	16	2.44%
2028	2.30%	5.00%	18	2.48%
2029	2.31%	5.00%	20	2.51%
2030	2.39%	5.00%	22	2.61%
2031	2.47%	5.00%	24	2.71%
2032	2.55%	5.00%	26	2.81%
2033	2.59%	5.00%	28	2.87%
2034	2.63%	5.00%	30	2.93%
2035	2.69%	5.00%	32	3.01%
2036	2.73%	5.00%	33	3.06%
2037	2.77%	5.00%	33	3.11%
2038	2.80%	5.00%	33	3.13%
2039	2.88%	5.00%	33	3.21%
2040	2.96%	5.00%	33	3.29%
2041	3.05%	5.00%	34	3.39%
2042	3.11%	5.00%	36	3.47%
2043	3.17%	5.00%	37	3.54%
2044	3.24%	5.00%	37	3.61%

7. Fee Proposal

FEE PROPOSAL. Below are SWS's proposed takedowns and estimated underwriting expenses for the City's Bonds, including an Underwriter's Counsel fee of \$20,000. As is the case with the firm's indicative scale shown on the prior page, the takedowns take into consideration recent transactions by similarly-rated issuers, other CB&A credits, and issuances within Florida. This fee proposal assumes a sole managed issuance and is subject to negotiation with the City and its Financial Advisor.

Summary of Fee Proposal		
Summary of Underwriters' Discount		
	\$/1000	\$
Average Takedown	2.5000	62,500.00
Underwriters' Expenses	1.0781	26,952.81
Total Spread	3.5781	89,452.81

Summary of Underwriter's Discount		
	\$/1000	\$
Underwriters' Counsel Fee	0.8000	20,000.00
IPREO - Base Fee	0.0649	1,766.50
IPREO - Wire System	0.0021	51.44
IPREO - Dealer EOE	0.0114	285.80
IPREO - Gameday	0.0315	857.39
DTC Fees	0.0390	975.00
CUSTP - Base Fee	0.0488	1,221.00
CUSTP - Disclosure Fee	0.0014	35.00
Day Loan	0.0304	760.68
Miscellaneous (Contingency)	0.0400	1,000.00
Total Underwriters' Expenses	1.0781	26,952.81

Proposed Takedowns by Maturity			
Maturity	Takedown (\$/Bond)	Maturity	Takedown (\$/Bond)
2025	2.500	2035	2.500
2026	2.500	2036	2.500
2027	2.500	2037	2.500
2028	2.500	2038	2.500
2029	2.250	2029	2.500
2030	2.500	2040	2.500
2031	2.500	2041	2.500
2032	2.500	2042	2.500
2033	2.500	2043	2.500
2034	2.500	2044	2.500

ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS FOR INVESTMENT BANKING/UNDERWRITING SERVICES
\$25,000,000* CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Request for Qualifications for Investment Banking/Underwriting Services ("RFQ") and is hereby made a part of the proposal documents. Per the RFQ, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Tentative RFQ Schedule found on page 1 of the RFQ is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Committee Results/Recommendations Presented to City Council

Responses to the RFQ are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

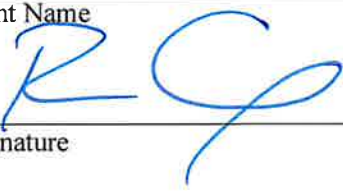
END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Robert Cox

Print Name



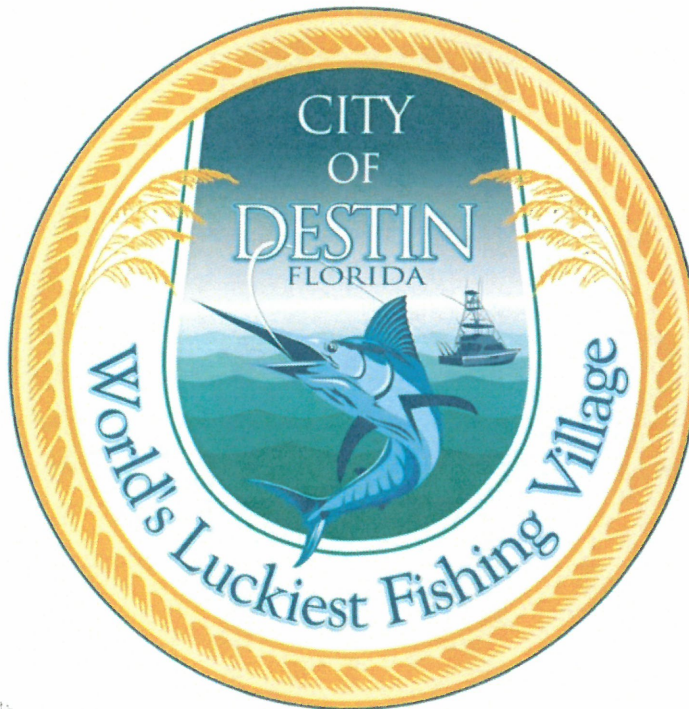
Signature

9/25/2024

Date

CITY OF DESTIN
INVITATION TO NEGOTIATE
TAX-EXEMPT LOAN FINANCING

RESPONSES DUE DATE: September 5, 2024, 2:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541



City of Destin, Florida
August 15, 2024

A handwritten signature in blue ink, appearing to read "Larry Jones", is written over a horizontal line.

Larry Jones, Interim City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**INVITATION TO NEGOTIATE
TAX-EXEMPT LOAN FINANCING**

Sealed responses will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: **Thursday, September 5, 2024, Not Later Than 2:00 P.M. (CST).**

RFQ's will be opened in: **4200 Indian Bayou Trail, Destin, FL 32541
CITY HALL BOARD ROOM**

One (1) original, so designated, and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "INVITATION TO NEGOTIATE: TAX-EXEMPT LOAN FINANCING" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

All responses will be publicly opened and only the names of the Respondents will be disclosed. Responses received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: Monday – Friday, 8:00 A.M. to 5:00 P.M. or email at clerk@cityofdestin.com

CITY OF DESTIN


LARRY JONES
INTERIM CITY MANAGER

INVITATION TO NEGOTIATE: Tax-Exempt Loan Financing

City of Destin, Florida

\$25,000,000*

Non-Ad Valorem Revenue Note, Series 2024A

The City of Destin, Florida (the "City") is seeking direct, tax-exempt loan financing from a qualified financial institution (a "Lender") in the form of a Non-Ad Valorem Revenue Note, Series 2024A (the "2024A Note"). Concurrently with the release of this Invitation to Negotiate ("ITN"), the City has released a Request for Qualifications for Underwriting Services to evaluate a publicly offered, tax-exempt, bond issue as an alternative financing vehicle.

Use of Proceeds

Proceeds of the 2024A Note will be used i) to reimburse expenditures made for the acquisition of property within the City, and ii) to finance the cost of various capital improvements within the City, and iii) to pay costs of issuance.

Tax Status of the 2024A Note

Interest on the 2024A Note will be exempt from Federal income taxes. The 2024A Note will NOT be designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code, as amended.

Security / Source of Repayment

The 2024A Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats. Excerpts from the City's Ordinance No. 21-11-CN, which authorized issuance of the City's \$10,600,000 Non-Ad Valorem Refunding Revenue Note, Series 2021 (the "2021 Note"), may be found in Appendix B. The City intends to use the 2021 Note as the basis for documentation of the 2024A Note.

Structure / Interest Calculation

The City is requesting two scenarios consisting of 10-year and 15-year amortizations structured for level annual debt service, with a fixed rate of interest reflecting a 10-year balloon payment for the 15-year scenario.

The City is amenable to various payment schedules (monthly, quarterly, semi-annually, annually). Interest shall be calculated using a fixed rate and, preferably, using a 360-day year consisting of twelve 30-day months. Estimated 10-year and 15-year amortization schedules for the 2024A Note can be found in Appendix A. Note that the final amortization is subject to change as required to achieve level annual payments using the actual interest rate achieved.

Other

The City reserves the right to request that the top three (3) ranked firms attend the City Council meeting on September 16th, 2024 at 6pm Central to present their proposals in person. The meeting will be held in Council Chambers located at 4100 Indian Bayou Trail, Destin, FL 32541. The City reserves the right to waive minor informalities in any response, to accept any response which the City considers to be in the best public interest, and to reject any part of, or any and all responses. Responses will be evaluated based upon the lowest cost and terms most favorable to the City as determined by the City in its sole and absolute discretion.



The City is represented by Romano Kopp Law P.A. (General Counsel), Bryant Miller Olive P.A. (Bond Counsel), and Ford & Associates, Inc. (Municipal Advisor). The financing will be a loan from a commercial bank or credit union and the City is not preparing any disclosure information. Ford & Associates, Inc. is serving in the sole capacity of municipal advisor to the City and not as a placement agent for the transaction.

Anticipated Financing Schedule (preliminary; subject to change)

08/15/2024	ITN Distribution
08/22/2024	Deadline for Questions Regarding ITN
09/05/2024	Responses due by 2:00PM Central
09/10/2024	Bid Committee evaluation
09/16/2024	Council Meeting for Transaction Consideration
10/10/2024	Closing

The City reserves the right to alter, modify, and amend this schedule in its sole and absolute discretion.

Cone of Silence

Communication regarding this ITN shall be limited to the submission of questions as described herein. Other than questions submitted via email to the individuals listed below, potential respondents shall not contact or otherwise discuss this ITN with employees, officers, or agents of the City, nor with its advisors or counsels unless contacted by the same in response to a question submitted via email as described below. Any attempts to influence the outcome of the City's evaluation will result in rejection of that firm's response.

Questions

Any questions concerning this ITN should be submitted to the City Clerk and the City's Financial Advisor no later than August 22, 2024 at the following email addresses:

rbailey@cityofdestin.com
jonford@fordassocinc.com
jwford@fordassocinc.com
wreed@fordassocinc.com

Audited Financial Statements and Budget Documents

The City's annual budgets may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/65>. Once there, click on "Finance," then click on "Budget."

The City's audited annual financial statements may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/67>. Once there, click on "Finance," then click on "Audit."



Submittal Requirements

1. Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than **2:00PM Central on September 5, 2024** to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

2. Please describe your firm's physical and corporate presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle.
3. Lenders should provide pricing details for each of the following financing options they are willing to provide. The City will consider annual, semiannual, quarterly, or monthly payment frequency. Day count method will be assumed to be 30/360 unless otherwise stated.
 - i) 10-year amortization, level annual debt service
 - ii) 15-year amortization, level annual debt service with a 10-year balloon payment

If the interest rate(s) proposed are indicative, the Lender must state when and how the ultimate rate might be determined and locked. Lenders are requested to hold their rates through October 10, 2024. Lenders who agree to hold their proposed interest rate constant from the due date to the closing date will be viewed more favorably than Lenders proposing rates subject to change. Lenders are invited to propose alternative structures they believe could be beneficial or desirable for the City.

4. The Lender must include all costs, fees, and expenses of the Lender and a cap on any counsel's fees and expenses of the Lender, payment of which are contingent upon the closing of the financing. The City will include all such items in calculating the net cost of the response.
5. The City places a high priority on its ability to make prepayments on the 2024A Note without penalty. The Lender must specify whether the 2024A Note is subject to prepayment at the option of the City and, if so, the terms of such prepayment. Inexpensive and early optional prepayment will be considered more favorable to the City.
6. The Lender must specify key terms and conditions associated with any potential loan being offered as part of their response. Such terms should include covenants, requirements, additional fees or expenses, default provisions, and provisions related to potential changes in interest rate. Terms such as "subject to standard terms and conditions" are not acceptable.
7. The Lender must provide the name and contact information for one (1) other local government, preferably in Florida, that the Lender has provided financing for, and the City may contact as a reference.



8. The successful Lender shall also be required to provide the City with truth-in-bonding statement and disclosure letter satisfying the requirements of Section 218.385(1), Florida Statutes and a certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986, as amended.
9. The successful Lender shall also be required to provide the City with an affidavit signed by an officer or a representative of the Lender under penalty of perjury attesting that the Lender does not use coercion for labor or services as defined in this section 787.06(13) Florida Statutes.
10. The City cannot accept provisions that are legally problematic under Federal or Florida law, nor any provisions that could adversely impact (or create the appears of an adverse impact on) other debtholders. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions not limited in scope and/or linked to factors outside the control of the City.
11. The City reserves the right to negotiate all terms and conditions as part of its evaluation, and such terms and conditions are subject to approval of the City's General Counsel and Bond Counsel.

Other Information

Responses will be evaluated based on a combination of lowest cost, greatest flexibility, and terms most advantageous to the City, in the City's sole judgement. The City reserves the right to accept or reject any or all responses submitted and to waive informalities and minor irregularities in any response reviewed and to request resubmission.

All terms and conditions required by respondents should be included within their response. The City will not accept provisions that would result in changes in the interest rate resulting from events or circumstances outside of the City's control.

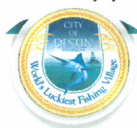
All costs of responding to this ITN are the responsibility of each respondent and may not be charged to the City, either directly or indirectly. All fees and expenses, including legal fees of each respondent, are on a contingency basis and shall only be paid if and when the financing closes. Any dispute concerning the timeliness of a response shall be resolved against the respondent.

All applicable laws and regulations of the State of Florida and policies and resolutions of the City will apply to any resulting agreement.

Prior to any closing of the 2024A Note, the Lender selected by the City must provide the City with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes and a Truth-In-Bonding Statement pursuant to Section 218.385(2), Florida Statutes.

The Lender selected by the City will be required to make certain certifications at closing, including certificates necessary for Bond Counsel to deliver their opinion, and to the effect of the following:

- We are engaged in the business of entering into loan transactions similar to the 2024A Note.
- We are purchasing the 2024A Note for our own account (or the account (s) of our banking affiliates) for investment purposes and not for resale; provided, however, that subject to our compliance with federal and state securities laws applicable to us and the transfer restrictions set forth in the 2024A Note, we reserve the right to transfer the 2024A Note or any part thereof or interest therein at any time in our sole



discretion. The interest rate represented by the 2024A Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the 2024A Note will be advanced by the Lender on this date to the City.

- We are a [bank/bank subsidiary] and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the 2024A Note.
- We are able to bear the economic risk of our investment in the 2024A Note.
- We understand, acknowledge, and agree that the 2024A Note has not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and are not listed on any stock or securities exchange.
- We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City or the 2024A Note is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the City, the 2024A Note, and the security therefor.
- We have received all financial and other information regarding the City that we have requested and which we consider relevant or necessary to make an informed decision to invest in the 2024A Note. We have made our own inquiry into the creditworthiness of the City, we have received all the information that we have requested from the City or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering, the 2024A Note, the security therefor, and the City.
- We understand that Ford & Associates, Inc. serves as municipal advisor to the City and represents solely the interests of the City and not those of the lender.

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Appendix A

Estimated Loan Amortization Schedules

Est. 10-Year Amortization	
Term	Principal
1	2,035,000
2	2,125,000
3	2,220,000
4	2,320,000
5	2,425,000
6	2,535,000
7	2,650,000
8	2,770,000
9	2,895,000
10	<u>3,025,000</u>
	\$ 25,000,000
Avg Life =	5.86 years

Est. 15-Year Amortization		
Term	Principal	Cumulative Principal
1	1,115,000	1,115,000
2	1,175,000	2,290,000
3	1,240,000	3,530,000
4	1,310,000	4,840,000
5	1,380,000	6,220,000
6	1,460,000	7,680,000
7	1,540,000	9,220,000
8	1,625,000	10,845,000
9	1,715,000	12,560,000
10	1,805,000	14,365,000
11	1,905,000	16,270,000
12	2,010,000	18,280,000
13	2,120,000	20,400,000
14	2,240,000	22,640,000
15	<u>2,360,000</u>	25,000,000
	\$ 25,000,000	
Avg Life =	8.99 years	

All figures are estimated and subject to change.



Appendix B

Selected Excerpts from the Ordinance No. 21-11-CN

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than Ad Valorem Revenues.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided herein.

SECTION 7. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8. Covenant to Budget and Appropriate; Further Assurance. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Ordinance to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or



lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Ordinance or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Ordinance nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. There is hereby created and established the "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2021 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the City Clerk, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Owner of the Note. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Until applied in accordance with this Ordinance, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.



ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
INVITATION TO NEGOTIATE: TAX-EXEMPT LOAN FINANCING
\$25,000,000* NON-AD VALOREM REVENUE NOTE, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Invitation to Negotiate: Tax-Exempt Loan Financing (“ITN”) and is hereby made a part of the proposal documents. Per the ITN, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Anticipated Financing Schedule found on page 2 of the ITN is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Council Meeting for Transaction Consideration
10/24/2024	Closing

Responses to the ITN are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City’s expense; or 3) City may destroy the response at the respondent’s request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject ITN.

Receipt of Addendum No. 1 is hereby acknowledged:

Print Name

Signature

Date

ADDENDUM NO. 2

**CITY OF DESTIN, FLORIDA
INVITATION TO NEGOTIATE: TAX-EXEMPT LOAN FINANCING
\$25,000,000* NON-AD VALOREM REVENUE NOTE, SERIES 2024A**

SEPTEMBER 5, 2024

To All Potential Respondents:

This addendum modifies the previously issued Invitation to Negotiate: Tax-Exempt Loan Financing (“ITN”) and is hereby made a part of the proposal documents. Per the ITN, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City’s ITN. As per the City’s standard practice, the City is furnishing the responses below to these questions.

Question: How will the proceeds of the Note be used?

Response: See table below.

<u>Anticipated Use of Proceeds</u>	<u>Est. Amount</u>
Utilities Undergrounding	\$11,500,000
Purchase of Property (reimbursement)	9,000,000
Crosstown Connector (or other)	4,500,000
	\$25,000,000

Question: Will this loan be bank qualified?

Response: No, the proposed Note will be tax-exempt, but will not be bank qualified.

Question: Can you provide a 5-year debt service coverage for these revenues?

Response: Refer to the questions below concerning the City’s Anti-Dilution Test.

Question: Can you provide the City's latest ADT?

Response: The City's Anti-Dilution Test was most recently completed in an official manner in conjunction with the issuance of its \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021, which may be found as Exhibit 1 to this Addendum.

Estimated Anti-Dilution Test calculations for Fiscal Years 2021, 2022, and 2023 may be found in Exhibit 2 to this Addendum.

Question: Can you tell us what the ADT minimum coverage is?

Response: 1.25x

Question: Is the City contemplating 15- and 20-year full amortized fixed rate options or only 10-year terms based on either a 10-year or 15-year amortization?

Response: The City's ITN requests pricing for a 10-year amortization (level debt service) and a 15-year amortization (level debt service) with a balloon payment at year 10, provided the prospective lender is willing to provide a loan of each such structure. Respondents may include alternate structures in their response.

Question: Would the City consider a bid with only 10-year fixed rate pricing (with varying amortizations), or would we need to include the longer duration fixed rates for our overall bid to be considered?

Response: Yes. The City's ITN allows respondents to propose alternative structures they believe could be beneficial or desirable for the City. In other words, respondents are not limited to responding with pricing for only those structures requested by the City, nor will any response be rejected for failing to provide pricing for those two requested structures if the bank is unwilling to make a loan using such structure(s).

Question: Does the City have any near-term plans to put its general banking services out to RFP?

Response: There are currently no plans to issue an RFP for the City's general banking services.

Question: Submittal Requirement #8 - Could you provide the details of the certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986 as amended? Is there a preferred form that could be completed to satisfy this requirement?

Response: Please refer to the draft Issue Price Certificate in Exhibit 3.

Question: For Submittal Requirement #9 - Is there a form or document that you can provide so [the lender] can attest that it does not use coercion for labor or services as defined in section 787.06(13) Florida Statutes?

Response: Please refer to the draft Anti-Human Trafficking Affidavit in Exhibit 4.

Question: Could you provide the borrower's 5-year capital improvement plan?

Response: Please refer to the City's published budgets for its Five-Year Capital Improvement Plan: <https://www.cityofdestin.com/DocumentCenter/View/16217/2025-Tentative-Budget>

Question: Does the borrower anticipate issuing any additional debt during the next five years to help achieve the capital improvement plan?

Response: The Tentative FY 2025 Five-Year Capital Improvement Plan does not include any additional debt over the next five years, but the City will continue to reevaluate its needs and funding sources at least annually.

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject ITN.

Receipt of Addendum No. 2 is hereby acknowledged:

Print Name

Signature

Date

Exhibit 1

Anti-Dilution Test: \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021

ANTI-DILUTION TEST CERTIFICATE

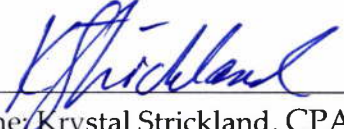
I, Krystal Strickland, Finance director of the City of Destin, Florida (the "Issuer") DO HEREBY CERTIFY that as demonstrated in Schedule "A" attached hereto, the issuance of the \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021 (the "2021 Note") on the date hereof is in full compliance with the anti-dilution tests which apply to the Issuer contained in (i) Section 11 of Ordinance No. 15-06-CN enacted by the City Council of the Issuer on September 8, 2015, and (ii) Section 7 of a resolution relating to the Series 2021 Note adopted by the City Council of the Issuer on May 17, 2021 (the "Note Resolution"). Terms not otherwise defined herein shall have the meaning ascribed thereto in the Note Resolution.

The Issuer is not subject to any anti-dilution tests, other than those referenced above, in connection with the use by the Issuer of its covenant to budget and appropriate legally available non-ad valorem revenues to secure certain obligations, contingent or otherwise, of the Issuer.

Dated this 21st day of May, 2021.

CITY OF DESTIN, FLORIDA

By: _____

Name:  Krystal Strickland, CPA, CGFO, MBA, MAFM

Title: Finance Director

SCHEDULE "A"

Fiscal Year Ending		9/30/2020	Fin Report Page
1. Gross Non-Ad Valorem Revenues			
All Revenues	21,224,514		page 20 total governmental funds total revenues
Less: Ad Valorem Revenues (Property Taxes)	(9,374,391)	9,374,391	page 17 (Total ad valorem revenue, inclusive of TCCRA and Other Govt Funds)
Add back: TC CRA TIF revenue	731,012	858,742	page 20 Taxes CRA Town Center (limited to lessor of TCCRA FY D/S or total revenues)
Add back: H CRA TIF revenue	570,884	637,744	page 20 Taxes Other Governmental Funds (funds limited to lessor of HCRA FY D/S or total revenues)
Total Gross Non-Ad Valorem Revenues	13,152,019		
2. Essential Governmental Services (less payable from Ad Valorem revenue)			
General Government	3,935,335		page 20 General government expenditures
Public Safety	3,408,341		page 20 Public safety expenditures
Less: Available Ad Valorem Revenue	(8,072,495)		Total ad valorem revenue less those amounts added back from TCCRA and HCRA
Total Essential Governmental Services	(728,819)		
3. Net Available Non-Ad Valorem Revenues			
Gross Non-Ad Valorem Revenues	13,152,019		
Net Essential Govmt Svcs	-		Maximum of zero or Essential Govt Services NOT payable from available ad valorem revenues
Net Available Non-Ad Valorem Revenues	13,152,019		
4. Maximum Annual Debt Svc	2,911,563		From "Debt Service" tab
5. Anti-Dilution Test			
Net Available Non-Ad Valorem Revenues	13,152,019		
divided by	/		
Maximum Annual Debt Svc	2,911,563		
	4.52x		must be maintained at 1.25 or higher

Non-Ad Valorem Debt Service (Fiscal Year Breakdown)											
	2021A Ref.		2009 HCRA		2021A Ref.		2015 NAV		2014 Note		Aggregate Debt Service
	DSF Cont.	Refunded	DSF Cont.	Refunded	(New Money)	2021A Note (CRef: 2009)	2021A Note (CRef: 2015)	2013 Note (ST, CST)	(TCCRA CB&A)		
FY Ending	2009 HCRA	2009 HCRA	2015 NAV	2015 NAV	2021 NM	2009 HCRA	2015 NAV	2013 Rev	2014 TCCRA	Aggregate	
9/30/2017	-	468,894.61	-	460,892.90	-	-	-	559,040.44	730,453.26	2,219,281.21	
9/30/2018	-	473,211.83	-	457,153.15	-	-	-	558,323.20	730,633.20	2,219,321.38	
9/30/2019	-	477,714.52	-	458,210.15	-	-	-	557,585.57	730,820.14	2,224,330.38	
9/30/2020	-	570,884.03	-	458,009.70	-	-	-	556,826.97	731,012.32	2,316,733.02	
9/30/2021	453,948.36	57,871.00	221,803.89	462,497.60	126,999.66	152,782.24	148,402.01	556,046.85	731,211.56	2,911,563.17	
9/30/2022	-	-	-	-	353,084.37	481,045.98	467,935.50	555,244.58	731,418.12	2,588,728.55	
9/30/2023	-	-	-	-	353,394.01	478,985.97	463,015.02	554,419.51	731,630.72	2,581,445.23	
9/30/2024	-	-	-	-	353,647.66	482,834.84	470,031.85	553,571.02	731,851.50	2,591,936.87	
9/30/2025	-	-	-	-	353,866.16	477,641.00	464,974.69	552,698.42	732,080.04	2,581,260.31	
9/30/2026	-	-	-	-	353,976.49	484,384.53	466,897.61	551,801.05	732,316.28	2,589,375.96	
9/30/2027	-	-	-	-	353,114.34	479,054.01	466,718.00	550,878.19	732,560.58	2,582,325.12	
9/30/2028	-	-	-	-	353,207.54	482,689.31	465,518.46	549,929.13	732,813.64	2,584,158.08	
9/30/2029	-	-	-	-	353,178.87	240,797.30	234,777.38	548,953.10	733,074.48	2,110,781.13	
9/30/2030	-	-	-	-	-	-	-	547,949.36	733,345.44	1,281,294.80	
9/30/2031	-	-	-	-	-	-	-	546,917.12	733,625.14	1,280,542.26	
9/30/2032	-	-	-	-	-	-	-	-	733,915.48	733,915.48	
9/30/2033	-	-	-	-	-	-	-	-	734,214.52	734,214.52	
9/30/2034	-	-	-	-	-	-	-	-	734,524.66	734,524.66	
9/30/2035	-	-	-	-	-	-	-	-	734,845.34	734,845.34	
9/30/2036	-	-	-	-	-	-	-	-	735,177.28	735,177.28	
9/30/2037	-	-	-	-	-	-	-	-	735,521.20	735,521.20	
9/30/2038	-	-	-	-	-	-	-	-	-	-	
9/30/2039	-	-	-	-	-	-	-	-	-	-	
9/30/2040	-	-	-	-	-	-	-	-	-	-	
9/30/2041	-	-	-	-	-	-	-	-	-	-	
9/30/2042	-	-	-	-	-	-	-	-	-	-	
9/30/2043	-	-	-	-	-	-	-	-	-	-	
9/30/2044	-	-	-	-	-	-	-	-	-	-	
9/30/2045	-	-	-	-	-	-	-	-	-	-	
9/30/2046	-	-	-	-	-	-	-	-	-	-	
9/30/2047	-	-	-	-	-	-	-	-	-	-	
9/30/2048	-	-	-	-	-	-	-	-	-	-	
9/30/2049	-	-	-	-	-	-	-	-	-	-	
9/30/2050	-	-	-	-	-	-	-	-	-	-	
9/30/2051	-	-	-	-	-	-	-	-	-	-	
9/30/2052	-	-	-	-	-	-	-	-	-	-	
9/30/2053	-	-	-	-	-	-	-	-	-	-	
9/30/2054	-	-	-	-	-	-	-	-	-	-	
9/30/2055	-	-	-	-	-	-	-	-	-	-	
9/30/2056	-	-	-	-	-	-	-	-	-	-	
9/30/2057	-	-	-	-</							

2021A Note

2014 Note

Aggregate Debt Service

FY	2009 HCRA	2009 HCRA	2015 NAV	2015 NAV	2021 NM	2009 HCRA	2015 NAV	2013 Rev	2014 TCCRA	Aggregate
Ending										
9/30/2017	-	468,894.61	-	460,892.90	-	-	-	559,040.44	730,453.26	2,219,281.21
9/30/2018	-	473,211.83	-	457,153.15	-	-	-	558,323.20	730,633.20	2,219,321.38
9/30/2019	-	477,714.52	-	458,210.15	-	-	-	557,585.57	730,820.14	2,224,330.38
9/30/2020	-	570,884.03	-	458,009.70	-	-	-	556,826.97	731,012.32	2,316,733.02
9/30/2021	453,948.36	57,871.00	221,803.89	462,497.60	126,999.66	152,782.24	148,402.01	556,046.85	731,211.56	2,911,563.17
9/30/2022	-	-	-	-	353,084.37	481,045.98	467,935.50	555,244.58	731,418.12	2,588,728.55
9/30/2023	-	-	-	-	353,394.01	478,985.97	463,015.02	554,419.51	731,630.72	2,581,445.23
9/30/2024	-	-	-	-	353,647.66	482,834.84	470,031.85	553,571.02	731,851.50	2,591,936.87
9/30/2025	-	-	-	-	353,866.16	477,641.00	464,974.69	552,698.42	732,080.04	2,581,260.31
9/30/2026	-	-	-	-	353,976.49	484,384.53	466,897.61	551,801.05	732,316.28	2,589,375.96
9/30/2027	-	-	-	-	353,114.34	479,054.01	466,718.00	550,878.19	732,560.58	2,582,325.12
9/30/2028	-	-	-	-	353,207.54	482,689.31	465,518.46	549,929.13	732,813.64	2,584,158.08
9/30/2029	-	-	-	-	353,178.87	240,797.30	234,777.38	548,953.10	733,074.48	2,110,781.13
9/30/2030	-	-	-	-	-	-	-	547,949.36	733,345.44	1,281,294.80
9/30/2031	-	-	-	-	-	-	-	546,917.12	733,625.14	1,280,542.26
9/30/2032	-	-	-	-	-	-	-	-	733,915.48	733,915.48
9/30/2033	-	-	-	-	-	-	-	-	734,214.52	734,214.52
9/30/2034	-	-	-	-	-	-	-	-	734,524.66	734,524.66
9/30/2035	-	-	-	-	-	-	-	-	734,845.34	734,845.34
9/30/2036	-	-	-	-	-	-	-	-	735,177.28	735,177.28
9/30/2037	-	-	-	-	-	-	-	-	735,521.20	735,521.20
9/30/2038	-	-	-	-	-	-	-	-	-	-
9/30/2039	-	-	-	-	-	-	-	-	-	-
9/30/2040	-	-	-	-	-	-	-	-	-	-
9/30/2041	-	-	-	-	-	-	-	-	-	-
9/30/2042	-	-	-	-	-	-	-	-	-	-
9/30/2043	-	-	-	-	-	-	-	-	-	-
9/30/2044	-	-	-	-	-	-	-	-	-	-
9/30/2045	-	-	-	-	-	-	-	-	-	-
9/30/2046	-	-	-	-	-	-	-	-	-	-
9/30/2047	-	-	-	-	-	-	-	-	-	-
9/30/2048	-	-	-	-	-	-	-	-	-	-
9/30/2049	-	-	-	-	-	-	-	-	-	-
9/30/2050	-	-	-	-	-	-	-	-	-	-
9/30/2051	-	-	-	-	-	-	-	-	-	-
9/30/2052	-	-	-	-	-	-	-	-	-	-
9/30/2053	-	-	-	-	-	-	-	-	-	-
9/30/2054	-	-	-	-	-	-	-	-	-	-
9/30/2055	-	-	-	-	-	-	-	-	-	-
9/30/2056	-	-	-	-	-	-	-	-	-	-
9/30/2057	-	-	-	-	-	-	-	-	-	-
9/30/2058	-	-	-	-	-	-	-	-	-	-
9/30/2059	-	-	-	-	-	-	-	-	-	-
9/30/2060	-	-	-	-	-	-	-	-	-	-

Exhibit 2

Estimated Anti-Dilution Tests: Fiscal Years 2021, 2022, and 2023

Fiscal Year Ending

9/30/2021

1. Gross Non-Ad Valorem Revenues

All Revenues	26,885,625
Less: Ad Valorem Revenues (Property Taxes)	(9,892,776)
Add back: TCCRA TIF revenue	731,212
Add back: HCRA TIF revenue	661,069
Total Gross Non-Ad Valorem Revenues	18,385,130

9,892,776

972,824

661,069

Page 25, SRE&CFB (Total Govt Funds, Total Revs)

Page 22, Statement of Activities (Gen Revs: Prop Taxes)

page 25, SRE&CFB (CRA Town Center, Total Revs); Lesser of TCCRA FY D/S or Total Revs

page 63, SRE&CFB Nonmajor Govt Funds (CRA Harbor, Total Revs)

2. Essential Governmental Services (less payable from Ad Valorem revenue)

General Government	3,403,184
Public Safety	3,752,995
Less: Available Ad Valorem Revenue	(8,500,495)
Total Essential Governmental Services	(1,344,316)

Page 25, SRE&CFB (General Govt Exps)

Page 25, SRE&CFB (Public Safety Exps)

Total Ad Valorem Revs less Amounts Added Back from TCCRA and HCRA

Ad Valorem revenues are sufficient to cover EGS; Zero below

3. Net Available Non-Ad Valorem Revenues

Gross Non-Ad Valorem Revenues	18,385,130
Net Essential Govmt Svcs	-
Net Available Non-Ad Valorem Revenues	18,385,130

Max of Zero or Essential Govt Services NOT Payable from Available Ad Valorem Revs

4. Maximum Annual Debt Svc

3,341,937

MADS Occurs in FY Ending 09/30/2024

5. Anti-Dilution Test

Net Available Non-Ad Valorem Revenues	18,385,130
divided by	÷
Maximum Annual Debt Svc	3,341,937
	5.50x

must be maintained at 1.25 or higher

Fiscal Year Ending

9/30/2022

1. Gross Non-Ad Valorem Revenues

All Revenues	25,360,213
Less: Ad Valorem Revenues (Property Taxes)	(10,794,578)
Add back: TCCRA TIF revenue	731,418
Add back: HCRA TIF revenue	481,046
Total Gross Non-Ad Valorem Revenues	15,778,099

Page 25, SRE&CFB (Total Govt Funds, Total Revs)
Page 22, Statement of Activities (Gen Revs: Prop Taxes)
page 25, SRE&CFB (CRA Town Center, Total Revs); Lesser of TCCRA FY D/S or Total Revs
page 55, SRE&CFB Nonmajor Govt Funds (CRA Harbor, Total Revs)

2. Essential Governmental Services (less payable from Ad Valorem revenue)	
General Government	3,640,884
Public Safety	3,924,721
Less: Available Ad Valorem Revenue	(9,582,114)
Total Essential Governmental Services	(2,016,509)

Page 25, SRE&CFB (General Govt Exps)
Page 25, SRE&CFB (Public Safety Exps)
Total Ad Valorem Revs less Amounts Added Back from TCCRA and HCRA
Ad Valorem revenues are sufficient to cover EGS; Zero below

3. Net Available Non-Ad Valorem Revenues

Gross Non-Ad Valorem Revenues	15,778,099
Net Essential Govmt Svcs	-
Net Available Non-Ad Valorem Revenues	15,778,099

Max of Zero or Essential Govt Services NOT Payable from Available Ad Valorem Revs

4. Maximum Annual Debt Svc

3,341,937

MADS Occurs in FY Ending 09/30/2024

5. Anti-Dilution Test

Net Available Non-Ad Valorem Revenues	15,778,099
divided by	÷
Maximum Annual Debt Svc	3,341,937
	4.72x

must be maintained at 1.25 or higher

Fiscal Year Ending

9/30/2023

1. Gross Non-Ad Valorem Revenues

All Revenues	40,209,516
Less: Ad Valorem Revenues (Property Taxes)	(12,464,569)
Add back: TCCRA TIF revenue	731,631
Add back: HCRA TIF revenue	478,986
Total Gross Non-Ad Valorem Revenues	28,955,564

Page 25, SRE&CFB (Total Govt Funds, Total Revs)

Page 22, Statement of Activities (Gen Revs: Prop Taxes)

page 25, SRE&CFB (CRA Town Center, Total Revs); Lesser of TCCRA FY D/S or Total Revs

page 57, SRE&CFB Nonmajor Govt Funds (CRA Harbor, Total Revs)

2. Essential Governmental Services (less payable from Ad Valorem revenue)

General Government	3,454,019
Public Safety	4,384,706
Less: Available Ad Valorem Revenue	(11,253,952)
Total Essential Governmental Services	(3,415,227)

Page 25, SRE&CFB (General Govt Exps)

Page 25, SRE&CFB (Public Safety Exps)

Total Ad Valorem Revs less Amounts Added Back from TCCRA and HCRA

Ad Valorem revenues are sufficient to cover EGS; Zero below

3. Net Available Non-Ad Valorem Revenues

Gross Non-Ad Valorem Revenues	28,955,564
Net Essential Govmt Svcs	-
Net Available Non-Ad Valorem Revenues	28,955,564

Max of Zero or Essential Govt Services NOT Payable from Available Ad Valorem Revs

4. Maximum Annual Debt Svc

3,341,937

MADS Occurs in FY Ending 09/30/2024

5. Anti-Dilution Test

Net Available Non-Ad Valorem Revenues	28,955,564
divided by	÷
Maximum Annual Debt Svc	3,341,937
	8.66x

must be maintained at 1.25 or higher

Exhibit 3

DRAFT Issue Price Certificate

CERTIFICATE NO. 6 – BONDS SOLD IN A PRIVATE PLACEMENT

**\$(PRINCIPAL AMOUNT)
[BOND CAPTION]**

CERTIFICATE OF THE [PURCHASER]

The undersigned, on behalf of [NAME OF PURCHASER] (the “Purchaser”), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the “Bonds”).

1. Purchase of the Bonds. On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$[AMOUNT]. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a Related Party to the Purchaser.

2. Defined Terms.

(a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party.

(b) *Related Party* means an entity that shares with another entity (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(c) *Underwriter* means (1) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and the Borrower] with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer [and the Borrower] from time to time relating to the Bonds.

[PURCHASER], as Purchaser

By:

Name:

--

Dated: [ISSUE DATE]

Exhibit 4

DRAFT Anti-Human Trafficking Affidavit

**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of [LENDER] and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above-stated facts are true and correct.

[LENDER]

By: _____
Name/Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by [NAME] as [TITLE] on behalf [LENDER]. He/she is ☐ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

(Notary Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Serial Number, if any

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

Invitation to Negotiate: Tax Exempt Loan Financing

September 26, 2024

BIDDERS:

Base Bid

- | | | |
|----|--|-----------------------------|
| 1) | <u>REGIONS BANK</u> | <u> </u> |
| 2) | <u>PNC BANK</u> | <u> </u> |
| 3) | <u>TRUSTMARK BANKING</u>
<u>& FINANCIAL SOLUTIONS</u> | <u> </u> |
| 4) | <u> </u> | <u> </u> |
| 5) | <u> </u> | <u> </u> |
| 6) | <u> </u> | <u> </u> |
| 7) | <u> </u> | <u> </u> |

Present at the bid opening:

Rey Bailey

City Clerk

LARRY JONES

CITY MANAGER

JEFF COZZAD

GRANT / PROJECT MGR

Invitation to Negotiate for Tax-Exempt Loan Financing for Non-Ad Valorem Revenue Note, Series 2024A

City of Destin, Florida

September 26, 2024



5055 Bayou Blvd – 2nd Floor
Pensacola, FL 32503

Primary Contact

John M. Gormley
PNC – Public Finance
Managing Director
850-857-5073
john.gormley@pnc.com

Adam J. Barnhart
PNC – Public Finance
Senior Vice President
214-890-8686
adam.barnhart@pnc.com

SUBMITTAL REQUIREMENTS

- 1.) Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than 2:00PM Central on September 5, 2024 to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

Confirmed.

- 2.) **Please describe your firm's physical and corporate presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle.**

PNC Bank has a corporate hub in Pensacola, FL located at 5055 Bayou Blvd. That office consists of a Regional President, Public Finance, Commercial, Private Banking and Retail personnel which all cover the Florida Panhandle. In addition, PNC has seven other branches in the Panhandle with four of those branches located in Okaloosa County with one of those located in the City of Destin. PNC Bank has over 60 employees over the eight branches in the Florida Panhandle.

PNC has a dedicated Public Finance division with three Public Finance bankers in Florida. John Gormley, Senior Vice President of Public Finance is based in Pensacola, FL and covers all banking, finance, investments, and capital markets for public entities located in the Florida Panhandle. As a native of Pensacola, John has spent his entire 26 years of Banking in the Florida Panhandle. John's current public finance portfolio for the Florida Panhandle include over \$300 million in public loans outstanding and over \$190 million in public deposits outstanding.

Okaloosa County Branch locations are as follows:

- Destin Location: 34905 Emerald Coast Pkwy, Destin, FL
- Fort Walton Beach Location: 101 Racetrack Rd NW, Fort Walton Beach, FL
- Niceville Location: 1130 E John Sims Pkwy, Niceville, FL
- Crestview Location: 728 N Ferdon Blvd, Crestview, FL

PNC Bank's footprint in the rest of Florida includes over 150 branches and over 1050 employees with corporate hubs in Tampa and Jacksonville.

- 3.) **Lenders should provide pricing details for each of the following financing options they are willing to provide. The City will consider annual, semiannual, quarterly, or monthly payment frequency. Day count method will be assumed to be 30/360 unless otherwise stated.**
 - (i) 10-year amortization, level annual debt service
 - (ii) 15-year amortization, level annual debt service with a 10-year balloon payment

If the interest rate(s) proposed are indicative, the Lender must state when and how the ultimate rate might be determined and locked. Lenders are requested to hold their rates through October 10, 2024. Lenders who agree to hold their proposed interest rate constant from the due date to the closing date

will be viewed more favorably than Lenders proposing rates subject to change. Lenders are invited to propose alternative structures they believe could be beneficial or desirable for the City.

Interest Rate is indicative, but rate can be updated before Council meeting upon approval of City Council, the City can enter into a Rate Lock Agreement until closing. Pricing information is in Section III below.

- 4.) The Lender must include all costs, fees, expenses of the Lender and a cap on any counsel's fees and expenses of the Lender, payment of which are contingent upon the closing of the financing. The City will include all such items in calculation the net cost of the response.**

PNC Bank will be represented by Mark Mustain with Nabors Giblin & Nickerson P.A. located in Tallahassee, FL. His costs shall not exceed \$8,000 for review/negotiation of documents.

- 5.) The City places a high priority on its ability to make prepayments on the 2024A Note without penalty. The Lender must specify whether the 2024A Note is subject to prepayment at the option of the City and, if so, the terms of such prepayment. Inexpensive and early optional prepayment will be considered more favorable to the City.**

The Note is prepayable at any time, with the following procedure. Upon at least thirty (30) business days prior written notice to the holder, the Borrower has the right to prepay all of the outstanding principal and interest hereunder. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Borrower (whether voluntary, on default or otherwise), the Registered Owner may require, if it so elects, the Borrower to pay the Registered Owner as compensation for the costs of being prepaid an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) "Selected Interest Rates." For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Costs of Prepayment shall also apply to any payments made after acceleration of the maturity of the Credit Facility.

- 6.) The Lender must specify key terms and conditions associated with any potential loan being offered as part of their response. Such terms should include covenants, requirements, additional fees or expenses, default provisions, and provisions related to potential changes in interest rate. Terms such as "subject to standard terms and conditions" are not acceptable.**

Terms are detailed in the term sheet below.

- 7.) The Lender must provide the name and contact information for one (1) other local government, preferably in Florida, that the Lender has provided financing for, and the City may contact as a reference.**

City of Pensacola – Amy Lovoy, Finance Director, 850-435-1821, alovoy@cityofpensacola.com

- 8.) The successful Lender shall also be required to provide the City with truth-in-bonding statement and disclosure letter satisfying the requirements of Section 218.385(1), Florida Statutes and a certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986, as amended.**

The Bank will provide this upon award of the Credit Facility.

- 9.) The successful Lender shall also be required to provide the City with an affidavit signed by an officer or a representative of the Lender under penalty of perjury attesting that the Lender does not use coercion for labor or services as defined in this Section 787.06(13) Florida Statutes.**

The Bank will provide this upon award of the Credit Facility.

- 10.) The City cannot accept provisions that are legally problematic under Federal or Florida law, nor any provisions that could adversely impact (or create the appearance of an adverse impact on) other debtholders. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions not limited in scope and/or linked to factors outside the control of the City.**

PNC will not include provisions that could adversely impact other debtholders but expect that other debt holders will not have preferential terms to PNC's debt. See the Most Favored Nation clause in the Term Sheet below for more information.

- 11.) The City reserves the right to negotiate all terms and conditions as part of its evaluation, and such terms and conditions are subject to the approval of the City's General Counsel and Bond Counsel.**
Understood.

PNC BANK, NATIONAL ASSOCIATION
Preliminary Summary of Terms and Conditions
City of Destin, Florida
September 26, 2024
DIRECT PURCHASE OF TAX-EXEMPT FIXED RATE NOTE

This Term Sheet is not a commitment or an offer to provide credit or liquidity support and does not create any obligation on the part of the Bank or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to the Borrower unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless prior written consent has been given by the Bank.

I. PARTIES

ISSUER: City of Destin, Florida (the “*Issuer*”, “*City*”, or “*Borrower*”).

BANK: PNC Bank, National Association (the “*Bank*”).

II. ISSUE, SECURITY AND FINANCING DOCUMENTS

ISSUE: Issuer’s Fixed Rate Non-Ad Valorem Revenue Note, Series 2024A (the “*Note*” or the “*Credit Facility*”).

PURPOSE: The proceeds of the Note shall be used i) to reimburse expenditures made for the acquisition of property within the City, and ii) to finance the cost of various capital improvements within the City, and iii) to pay costs of issuance.

PAR AMOUNT: Up to \$25,000,000 (the “*Par Amount*”).

COMMITMENT TERM: Up to 10 years.

AMORTIZATION OF BONDS: The Bonds shall amortize in accordance with either of the two amortization schedules selected, set forth on Exhibit A hereto.

SECURITY: The Note and the payment obligations owed to the Bank under the Financing Documents (as defined below) will be secured by a pledge and lien upon the legally available non-ad valorem revenues of the Borrower.

FINANCING DOCUMENTATION: The Note will be purchased pursuant to the provisions of a loan agreement between the Bank and the Borrower including standard conditions precedent to closing, representations and warranties, indemnities, covenants, events of default and remedies, including, without limitation, the covenants, and events of default. The Note, the Supplemental Indenture, the Master Note, and the Indenture/Resolution/Ordinance are herein collectively referred to as the “*Financing Documents*.”

CLOSING DATE: The closing date is expected to be on October 24, 2024 (the “*Closing Date*”), and shall be subject to the satisfaction of the conditions precedent set forth in the Financing Documents and the conditions precedent described herein.

CITY OF DESTIN, FLORIDA



III. INTEREST RATES AND OTHER KEY PROVISIONS

INTEREST RATE MODES:	The Financing Documents shall include a Bank Fixed Rate Mode, the terms of which are described below. Other standard interest rate modes (i.e., Daily Mode, Weekly Mode and Fixed Rate Mode) may be contained in the Financing Documents.
FIXED RATE:	The Note shall initially bear interest at a fixed rate as determined on the Closing Date (or such earlier date on which the Borrower and the Bank enter into a fixed rate lock agreement; such date being referred to herein as the “<i>Fixed Rate Determination Date</i>”). For illustrative purposes only, as of the date hereof, the Initial Fixed Rate would be as outlined below. Please note that the Initial Fixed Rate set forth in the immediately preceding sentence is an indicative rate only and will adjust based upon movements in the market. The actual Fixed Rate will be determined on the Fixed Rate Determination Date. 10-year term, 10-year amortization: 3.79% 10-year term, 15-year amortization: 3.88%
INTEREST PAYMENTS:	Interest shall be paid on a semi-annual basis. Computations of interest shall be calculated on a 30/360 day basis.
EVENT OF TAXABILITY:	In the event a determination of taxability shall occur, in addition to the amounts required to be paid with respect to the Note, the Borrower shall be obligated to pay to the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Note had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Note.
DEFAULT RATE:	The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 9.0%.
MANDATORY TENDER:	The Bonds shall be subject to mandatory tender for purchase at par plus accrued interest by the Borrower on the Mandatory Tender Date. On the Mandatory Tender Date, the Borrower may attempt to remarket the Note to the Bank for a new Bank Fixed Rate Period or to new investors at any of the interest rate options provided for in the Financing Documents. The Bank shall not be obligated to purchase the Note for an additional interest period on the Mandatory Tender Date.
MANDATORY TENDER DATE:	The 10-year anniversary of the date of purchase of the Bonds by the Bank.
OPTIONAL REDEMPTION/ CONVERSION:	At the option of the Borrower, the Bonds may be optionally redeemed or converted to another interest rate mode to be effective on any interest payment date prior to the Mandatory Tender Date upon 30 business days prior written notice to the Bank and compliance with the applicable provisions of the Financing Documents; provided that voluntary redemptions or conversions of the Note made on a date other than a Reset Date, or the Mandatory Tender Date, subject in either case to the Cost of Prepayment defined below.

IV. OTHER FEES AND EXPENSES

COMMITMENT/CLOSING FEE:	Waived.
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CITY OF DESTIN, FLORIDA



PREPAYMENT:

The Note is prepayable at any time, with the following procedure. Upon at least thirty (30) business days prior written notice to the holder, the Borrower has the right to prepay all of the outstanding principal and interest hereunder. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Borrower (whether voluntary, on default or otherwise), the Registered Owner may require, if it so elects, the Borrower to pay the Registered Owner as compensation for the costs of being prepaid an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) "Selected Interest Rates." For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Costs of Prepayment shall also apply to any payments made after acceleration of the maturity of the Credit Facility.

COSTS AND EXPENSES:

All expenses incurred by the Bank, including reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand.

The Bank will be utilizing Mark Mustain with Nabors Giblin & Nickerson P.A. located in Tallahassee, FL. His costs shall not exceed \$8,000 for review and negotiation of documents.

All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed. All fees and expenses, including those of Bank counsel, are subject to increase if the transaction is not closed within 90 days from the date the Bank receives the mandate from the Borrower. In addition, the fees and expenses payable to Bank counsel may be increased if the security and/or structure of the transaction changes materially once documentation has commenced.

**VI. FINANCIAL/NEGATIVE COVENANTS
AND FINANCIAL REPORTING**

Affirmative and negative covenants, including the financial covenants and reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents. Covenants are expected to match the existing Resolution 15-08, adopted June 1, 2015, which include but are not limited to the covenants shown below.

Financial Covenants:

- Anti-Dilution test of 1.25x.

Financial Reporting:

- Annual audited financial statements for the Borrower within 210 days of fiscal year end.
- Annual budget of the Borrower due within 30 days of fiscal year-end.
- Such other financial information as requested by the Bank.

Incorporation of Covenants by Reference. The Borrower agrees that it will perform and comply with each and every covenant and agreement required to be

performed or observed by it in the Master Ordinance and the other Financing Documents (including, without limitation, covenants and agreements in favor of any bond insurer or other credit enhancement provider), which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety.

Most Favored Nation:

In addition, the Bank shall have the benefit of all current and future financial and rating based covenants, events of default and remedies (including with respect to acceleration and the right of repayment of other creditors with respect to the Borrower's Debt) which are agreed to by the Borrower with any other lender, credit or liquidity provider or bond lender with respect to any such Debt, while such debt remains outstanding.

**VII. CONDITIONS
PRECEDENT TO CLOSING**

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

The Bank intends to treat the purchase of the Note as a loan for accounting treatment and, in connection therewith, the Note shall not be rated by any rating agency, shall not be initially registered to participate in DTC, shall be in physical form, shall not be issued a CUSIP, and shall not be marketed to the Bank pursuant to any official statement, offering memorandum or any other disclosure documentation.

**VIII. EVENTS OF
DEFAULT/REMEDIES:**

The Financing Documents shall include events of default, including, without limitation: payment default, covenant defaults, breach of representations, invalidity or repudiation of any Financing Document or any material provision thereof, judgment default, bankruptcy or insolvency, ERISA and pension plan defaults.

Upon the occurrence of an Event of Default, in addition to all other customary remedies, all payment obligations shall bear interest at the Default Rate.

**IX. CHOICE OF LAW / JURY TRIAL /
OTHER PROVISIONS**

GOVERNING LAW:

The Financing Documents, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Florida.

USA PATRIOT ACT NOTICE:

Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

JURY TRIAL:

To the extent permitted by law, the parties to the Financing Documents agree to waive a jury trial in any proceeding including the Bank.

TRANSFERS/ASSIGNMENTS:

While the Bank is purchasing the Bonds for its own account without a present intent to transfer them, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Bonds without the consent of the Borrower.

ADDITIONAL TERMS:

The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms

**No ADVISORY OR
FIDUCIARY ROLE:**

and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

AGREEMENT BY THE ISSUER / BORROWER:

The Borrower hereby desires to engage the Bank in the origination of the Note pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank unless and until a commitment is issued, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to October 10, 2024 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:

CITY OF DESTIN, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF DESTIN, FLORIDA



ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
INVITATION TO NEGOTIATE: TAX-EXEMPT LOAN FINANCING
\$25,000,000* NON-AD VALOREM REVENUE NOTE, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Invitation to Negotiate: Tax-Exempt Loan Financing ("ITN") and is hereby made a part of the proposal documents. Per the ITN, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Anticipated Financing Schedule found on page 2 of the ITN is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Council Meeting for Transaction Consideration
10/24/2024	Closing

Responses to the ITN are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject ITN.

Receipt of Addendum No. 1 is hereby acknowledged:

John Gormley
Print Name

[Signature]
Signature

9/3/24
Date

ADDENDUM NO. 2

**CITY OF DESTIN, FLORIDA
INVITATION TO NEGOTIATE: TAX-EXEMPT LOAN FINANCING
\$25,000,000* NON-AD VALOREM REVENUE NOTE, SERIES 2024A**

SEPTEMBER 5, 2024

To All Potential Respondents:

This addendum modifies the previously issued Invitation to Negotiate: Tax-Exempt Loan Financing (“ITN”) and is hereby made a part of the proposal documents. Per the ITN, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City’s ITN. As per the City’s standard practice, the City is furnishing the responses below to these questions.

Question: How will the proceeds of the Note be used?

Response: See table below.

<u>Anticipated Use of Proceeds</u>	<u>Est. Amount</u>
Utilities Undergrounding	\$11,500,000
Purchase of Property (reimbursement)	9,000,000
Crosstown Connector (or other)	4,500,000
	\$25,000,000

Question: Will this loan be bank qualified?

Response: No, the proposed Note will be tax-exempt, but will not be bank qualified.

Question: Can you provide a 5-year debt service coverage for these revenues?

Response: Refer to the questions below concerning the City’s Anti-Dilution Test.

Question: Can you provide the City's latest ADT?

Response: The City's Anti-Dilution Test was most recently completed in an official manner in conjunction with the issuance of its \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021, which may be found as Exhibit 1 to this Addendum.

Estimated Anti-Dilution Test calculations for Fiscal Years 2021, 2022, and 2023 may be found in Exhibit 2 to this Addendum.

Question: Can you tell us what the ADT minimum coverage is?

Response: 1.25x

Question: Is the City contemplating 15- and 20-year full amortized fixed rate options or only 10-year terms based on either a 10-year or 15-year amortization?

Response: The City's ITN requests pricing for a 10-year amortization (level debt service) and a 15-year amortization (level debt service) with a balloon payment at year 10, provided the prospective lender is willing to provide a loan of each such structure. Respondents may include alternate structures in their response.

Question: Would the City consider a bid with only 10-year fixed rate pricing (with varying amortizations), or would we need to include the longer duration fixed rates for our overall bid to be considered?

Response: Yes. The City's ITN allows respondents to propose alternative structures they believe could be beneficial or desirable for the City. In other words, respondents are not limited to responding with pricing for only those structures requested by the City, nor will any response be rejected for failing to provide pricing for those two requested structures if the bank is unwilling to make a loan using such structure(s).

Question: Does the City have any near-term plans to put its general banking services out to RFP?

Response: There are currently no plans to issue an RFP for the City's general banking services.

Question: Submittal Requirement #8 - Could you provide the details of the certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986 as amended? Is there a preferred form that could be completed to satisfy this requirement?

Response: Please refer to the draft Issue Price Certificate in Exhibit 3.

Question: For Submittal Requirement #9 - Is there a form or document that you can provide so [the lender] can attest that it does not use coercion for labor or services as defined in section 787.06(13) Florida Statutes?

Response: Please refer to the draft Anti-Human Trafficking Affidavit in Exhibit 4.

Question: Could you provide the borrower's 5-year capital improvement plan?

Response: Please refer to the City's published budgets for its Five-Year Capital Improvement Plan:
<https://www.cityofdestin.com/DocumentCenter/View/16217/2025-Tentative-Budget>

Question: Does the borrower anticipate issuing any additional debt during the next five years to help achieve the capital improvement plan?

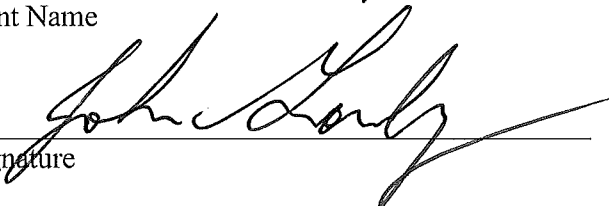
Response: The Tentative FY 2025 Five-Year Capital Improvement Plan does not include any additional debt over the next five years, but the City will continue to reevaluate its needs and funding sources at least annually.

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject ITN.

Receipt of Addendum No. 2 is hereby acknowledged:

John Gorman
Print Name


Signature

9/6/24
Date

REGIONS CAPITAL ADVANTAGE, INC.

September 24, 2024

Larry Jones, Interim City Manager
City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

ORIGINAL

Reference: Up to \$25,000,000 Non-Bank Qualified Term Loan

Dear Larry:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to the City of Destin, Florida (the "Borrower"). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

Borrower: City of Destin, Florida

Lender: Regions Capital Advantage, Inc.

Role of Lender: The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer and the Borrower have been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Borrower, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.

Privately Negotiated Loan: The Borrower acknowledges and agrees that the Lender is purchasing the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.

Derek T. Johnson
201 Monroe Street, Suite 200, Montgomery, AL 36104
Phone: 334.240.1251 Cell: 334.430.9990

REGIONS CAPITAL ADVANTAGE, INC.

Purpose: The proceeds of the 20224A Note will be used (i) to reimburse expenditures made for the acquisition of property within the City, (ii) to finance the cost of various capital improvements and (iii) to pay the costs of issuance (collectively, the “Project”).

Loan Amount: Up to \$25,000,000.

Structure: Non-Bank Qualified Tax-Exempt Term Loan evidenced by a promissory note, bond, or other debt instrument (the “Debt Instrument”)

Interest Rate: The Loan is a Tax-Exempt, Non-Bank Qualified Loan.

Option 1 (10/10): The loan will bear interest at a fixed rate per annum for ten (10) years equal to 3.54%.

Option 2 (10/15): The loan will bear interest at a fixed rate per annum for ten (10) years equal to 3.67%.

Option 3 (15/15): The loan will bear interest at a fixed rate per annum for ten (10) years equal to 3.79%.

The interest rates above may be fixed up to thirty (30) days in advance of closing upon receipt of an executed Term Sheet.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 3.00%.

Repayment: Interest will be payable semi-annually (calculated on the basis of a 30-day month and a 360-day year) on each May 1st and November 1st, commencing May 1, 2025. Annual principal payments will be payable each November 1st, commencing November 1, 2025. Graduated principal payments due as set forth in Exhibit A. All payments are due on the same calendar day of the month.

Maturity Date: **Option 1 (10/10):** November 1, 2034.

Option 2 (10/15): November 1, 2034.

Option 3 (15/15): November 1, 2039.

REGIONS CAPITAL ADVANTAGE, INC.

Prepayment: One Way Make-Whole Language – Optional Redemption:

Option 1 (10/10): The Bond is subject to optional redemption prior to maturity by written direction of the Borrower, in whole or in part (but if in part, in integral multiples of \$50,000 and applied in inverse order of maturity), on any Payment Date, at the Make-Whole Redemption Price (as hereinafter defined). Written direction from the Borrower must be received five (5) Business Days prior to the Payment Date in which the optional redemption is to occur. The "Make-Whole Redemption Price" is the greater of: (i) 100% of the remaining principal amount of the Bond to be redeemed, or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bond to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bond is to be redeemed, discounted to the date on which the Bond is to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as hereinafter defined) minus 21 basis points, plus, in each case, accrued and unpaid interest on the Bond to be redeemed on the redemption date.

The "Treasury Rate" is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two (2) Business Days prior to the redemption date (excluding inflation indexed securities) (or, if Federal Reserve Statistical Release H.15 is no longer published, any publicly available source of similar market data)) most nearly equal to the weighted average remaining life of the principal installments to be redeemed as of the redemption date.

Option 2 (10/15): The Bond is subject to optional redemption prior to maturity by written direction of the Borrower, in whole or in part (but if in part, in integral multiples of \$50,000 and applied in inverse order of maturity), on any Payment Date, at the Make-Whole Redemption Price (as hereinafter defined). Written direction from the Borrower must be received five (5) Business Days prior to the Payment Date in which the optional redemption is to occur. The "Make-Whole Redemption Price" is the greater of: (i) 100% of the remaining principal amount of the Bond to be redeemed, or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bond to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bond is to be redeemed, discounted to the date on which the Bond is to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as hereinafter defined) minus 8 basis points, plus, in each case, accrued and unpaid interest on the Bond to be redeemed on the redemption date.

The "Treasury Rate" is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two (2) Business Days prior to the redemption date (excluding inflation indexed securities) (or, if Federal Reserve Statistical Release H.15 is no longer published, any publicly available source of similar market data)) most nearly equal to the weighted average remaining life of the principal installments to be redeemed as of the redemption date.

REGIONS CAPITAL ADVANTAGE, INC.

Option 3 (15/15): The Bond is subject to optional redemption prior to maturity by written direction of the Borrower, in whole or in part (but if in part, in integral multiples of \$50,000 and applied in inverse order of maturity), on any Payment Date, at the Make-Whole Redemption Price (as hereinafter defined). Written direction from the Borrower must be received five (5) Business Days prior to the Payment Date in which the optional redemption is to occur. The "Make-Whole Redemption Price" is the greater of: (i) 100% of the remaining principal amount of the Bond to be redeemed, or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bond to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bond is to be redeemed, discounted to the date on which the Bond is to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as hereinafter defined) plus 4 basis points, plus, in each case, accrued and unpaid interest on the Bond to be redeemed on the redemption date.

The "Treasury Rate" is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two (2) Business Days prior to the redemption date (excluding inflation indexed securities) (or, if Federal Reserve Statistical Release H.15 is no longer published, any publicly available source of similar market data)) most nearly equal to the weighted average remaining life of the principal installments to be redeemed as of the redemption date.

Facility Fee: None.

Legal Fees: The Borrower will be responsible for Lender Counsel fees up to \$10,000.

Security: The 2024A Note will be secured by a covenant to budget and appropriate legal and available non-ad valorem revenues.

Determination of

Taxability:

Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

REGIONS CAPITAL ADVANTAGE, INC.

Representations and Warranties:

- (1) The City is not in default with respect to any indebtedness of the City, and no such default is imminent.
- (2) No portion of the proceeds of the Loan shall be used (i) to finance or refinance any commercial paper issued by City, or (ii) in any manner that causes or might cause this loan or such advance or the application of such advance to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System as in effect from time to time or any other regulation thereof or to violate the federal Securities Exchange Act.
- (3) There is no litigation of any nature pending or threatened in any court restraining, enjoining or in any manner questioning the validity or legality of any of the following: the corporate existence of the City; the territorial boundaries of the City; the election or title of any of the aforesaid persons as officers of the City; the 2024A Note; the Authorizing Ordinance or any term or provision thereof; the purposes for which the 2024A Note is issued; the application of the proceeds of the sale of the 2024A Note; the constitutionality of any statute or the validity of any proceedings relative to the 2024A Note; or the taxing power of the City to pay the Warrant.

Covenants: Usual and customary for this type of financing, including but not limited to the following:

- (1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:
 - (i.) audited financial statements within 270 days of the end of each of the Borrower's fiscal years;

Defaults:

- (1) Failure to pay principal of or interest on 2024A Note when due and payable.
- (2) Non-appropriation of legally available non-ad valorem revenues to the payment of debt service on the 2024A Note in any year.
- (3) Breach of any covenant made by the City to the Lender as part of the loan documentation and such breach is not cured for a period of 30 days after the Lender has provided written notice to the City of such breach.
- (4) Any warranty, representation, financial statement, certificate or other document heretofore, now, or hereafter, made or furnished to the Lender by or on behalf of the City in reference to the Loan, shall prove to be false or misleading in any material respect as of the date on which it was made, and action which eliminates or corrects such falsity or misleading character is not completed for a period of 30 days after the Lender or the applicable party becomes aware thereof.
- (5) The appointment of a receiver, liquidator or trustee for the City or any of its property or assets; or a general assignment by the City for the benefit of the creditors thereof; or the commencement of proceedings by the City, or against the City and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

Remedies: All rights and remedies for the enforcement of the 2024A Note and the City's Ordinance, authorizing the issuance thereof, as may be provided by the laws of the State of Florida.

REGIONS CAPITAL ADVANTAGE, INC.

Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Florida.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Disclaimer: This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

US Patriot Act: The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Confidentiality: The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

REGIONS CAPITAL ADVANTAGE, INC.

Waiver of Jury Trial: To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.

Florida Presence: Regions has 272 branches and approximately 2,700 employees across the State of Florida, and we have eight branches in Okaloosa County with 43 in the Florida Panhandle. Regions is currently ranked number one market share in the City of Destin with approximately \$1.3B in deposits.

References: City of Panama City Beach – Debra Gibson, debra.gibson@pcbfl.gov - 850.233.5100
City of Springfield – Beth Strobel, bstrobel@springfield.fl.gov - 850.872.7570 ext. 122
City of Largo – Rebecca Spuhler, rspuhler@largo.com – 727.586.7443
City of New Smyrna Beach – Sheliza Bhola, sbhola@cityofnsb.com – 386.410.2650

Governing Law: State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through **October 24, 2024**. After such date, terms, conditions, and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS CAPITAL ADVANTAGE, INC.

EXHIBIT A

Estimated Loan Amortization Schedules:

Option 1 (10/10):

11/1/2025	\$2,035,000
11/1/2026	\$2,125,000
11/1/2027	\$2,220,000
11/1/2028	\$2,320,000
11/1/2029	\$2,425,000
11/1/2030	\$2,535,000
11/1/2031	\$2,650,000
11/1/2032	\$2,770,000
11/1/2033	\$2,895,000
11/1/2034	\$3,025,000

Option 2 (10/15):

11/1/2025	\$1,115,000
11/1/2026	\$1,175,000
11/1/2027	\$1,240,000
11/1/2028	\$1,310,000
11/1/2029	\$1,380,000
11/1/2030	\$1,460,000
11/1/2031	\$1,540,000
11/1/2032	\$1,625,000
11/1/2033	\$1,715,000
11/1/2034	\$1,805,000
11/1/2035	\$1,905,000
11/1/2036	\$2,010,000
11/1/2037	\$2,120,000
11/1/2038	\$2,240,000
11/1/2039	\$2,360,000

Option 3 (15/15):

11/1/2025	\$1,115,000
11/1/2026	\$1,175,000
11/1/2027	\$1,240,000
11/1/2028	\$1,310,000
11/1/2029	\$1,380,000
11/1/2030	\$1,460,000
11/1/2031	\$1,540,000
11/1/2032	\$1,625,000
11/1/2033	\$1,715,000
11/1/2034	\$1,805,000
11/1/2035	\$1,905,000
11/1/2036	\$2,010,000
11/1/2037	\$2,120,000
11/1/2038	\$2,240,000
11/1/2039	\$2,360,000

REGIONS CAPITAL ADVANTAGE, INC.

EXHIBIT B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B.

CITY OF DESTIN, FLORIDA:

By: _____

Name: _____

Title: _____

ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
INVITATION TO NEGOTIATE: TAX-EXEMPT LOAN FINANCING
\$25,000,000* NON-AD VALOREM REVENUE NOTE, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Invitation to Negotiate: Tax-Exempt Loan Financing ("ITN") and is hereby made a part of the proposal documents. Per the ITN, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Anticipated Financing Schedule found on page 2 of the ITN is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Council Meeting for Transaction Consideration
10/24/2024	Closing

Responses to the ITN are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject ITN.

Receipt of Addendum No. 1 is hereby acknowledged:

Derek T. Johnson
Print Name
Derek T. Johnson
Signature
9/24/24
Date

Question: For Submittal Requirement #9 - Is there a form or document that you can provide so [the lender] can attest that it does not use coercion for labor or services as defined in section 787.06(13) Florida Statutes?

Response: Please refer to the draft Anti-Human Trafficking Affidavit in Exhibit 4.

Question: Could you provide the borrower's 5-year capital improvement plan?

Response: Please refer to the City's published budgets for its Five-Year Capital Improvement Plan:
<https://www.cityofdestin.com/DocumentCenter/View/16217/2025-Tentative-Budget>

Question: Does the borrower anticipate issuing any additional debt during the next five years to help achieve the capital improvement plan?

Response: The Tentative FY 2025 Five-Year Capital Improvement Plan does not include any additional debt over the next five years, but the City will continue to reevaluate its needs and funding sources at least annually.

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject ITN.

Receipt of Addendum No. 2 is hereby acknowledged:

Derek T. Johnson
Print Name

Derek T. Johnson
Signature

9/24/24
Date

CITY OF DESTIN
REQUEST FOR QUALIFICATIONS
(RFQ)
INVESTMENT BANKING/UNDERWRITING SERVICES

RFQ No. 24-06-FIN

RFQ DUE DATE: September 5, 2024, 2:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541



City of Destin, Florida
August 15, 2024

A handwritten signature in blue ink, appearing to read "Larry Jones", is positioned above a horizontal line.

Larry Jones, Interim City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

REQUEST FOR QUALIFICATIONS
INVESTMENT BANKING/UNDERWRITING SERVICES
RFQ No. 24-06-FIN

Sealed Requests for Qualifications (RFQs) will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: Thursday, September 5, 2024, Not Later Than 2:00 P.M. (CST).

RFQ's will be opened in: **4200 Indian Bayou Trail, Destin, FL 32541**
 CITY HALL BOARD ROOM

One (1) original, so designated, and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ 24-06-FIN "INVESTMENT BANKING/UNDERWRITING SERVICES" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

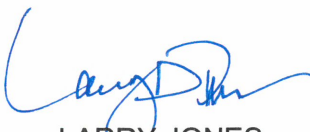
All RFQs will be publicly opened and only the names of the Respondents will be disclosed. RFQ's received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: Monday – Friday, 8:00 A.M. to 5:00 P.M. or email at clerk@cityofdestin.com

CITY OF DESTIN



LARRY JONES
INTERIM CITY MANAGER

**REQUEST FOR QUALIFICATIONS
FOR INVESTMENT BANKING/UNDERWRITING SERVICES**

CITY OF DESTIN, FLORIDA

**\$25,000,000*
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

Introduction / Overview

The City of Destin, Florida (the “City”) is seeking proposals for investment banking/underwriting services for the City’s proposed Capital Improvement Revenue Bonds, Series 2024 (the “Series 2024 Bonds”). The Series 2024 Bonds will be issued to fund approximately \$25 million in capital improvements in the City, including approximately \$9 million to reimburse the City for funds already expended. Concurrently with the release of this Request for Qualifications (“RFQ”), the City has released an Invitation to Negotiate for Tax-Exempt Loan Financing to evaluate a direct bank loan as an alternative financing vehicle.

Representation

The City is represented by Ford & Associates, Inc. (Municipal Advisor) and Bryant Miller Olive, P.A. (Bond Counsel and Disclosure Counsel).

Tentative RFQ Schedule

August 15, 2024	Distribution of RFQ
August 22, 2024	Deadline for Questions
September 5, 2024	Responses Due by 2:00 PM CST
September 10, 2024	Evaluation Committee Meeting
September 16, 2024	Committee Results/Recommendations Presented to City Council

The City reserves the right to request that the top three (3) ranked firms attend the City Council meeting on September 16th, 2024 at 6pm Central to present their qualifications in person. The meeting will be held in Council Chambers located at 4100 Indian Bayou Trail, Destin, FL 32541.

Expected Structure

The Series 2024 Bonds will be issued as a single series with an anticipated closing date of December 15, 2024. Interest will be paid semi-annually on April 1 and October 1 of each year, commencing April 1, 2025. Principal on the Series 2024 Bonds will be payable annually commencing October 1, 2025, through final maturity of October 1, 2044. The City anticipates that the Series 2024 Bonds will be structured for level debt service and will include a 10-year par call option on October 1, 2034.



Security

The Series 2024 Bonds will be secured by a covenant of the City to budget and appropriate legally available non-ad valorem revenues.

Outstanding Debt

The City has the following previously issued debt outstanding:

- \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021
- Town Center Area Redevelopment Refunding Revenue Note, Series 2014 (Amended, Restated and Reissued on June 8, 2015 in the amount of \$11,205,000)
- \$7,610,000 Capital Improvement Refunding Revenue Note, Series 2013

Audited Financial Statements and Budget Documents

The City's annual budgets may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/65>. Once there, click on "Finance," then click on "Budget."

The City's audited annual financial statements may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/67>. Once there, click on "Finance," then click on "Audit."

Questions

Any questions concerning this RFQ should be submitted to the City Clerk and the City's Financial Advisor no later than August 22, 2024 at the following email addresses:

rbailey@cityofdestin.com

jonford@fordassocinc.com

jwford@fordassocinc.com

wr@d@fordassocinc.com

Submission Instructions

Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than **2:00PM Central on September 5, 2024** to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541



Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

The City reserves the right to amend, modify, or cancel this RFQ. Please note that any response submitted to the City in connection with this request for qualifications, and any and all information contained therein, is considered a public record and may be reviewed by any persons interested in doing so as provided under Section 119.071(1)(b), Florida Statutes.

Required Responses:

1. Please provide a description of your firm's corporate and departmental structure, including the size of the firm (by assets), the size of your firm's public finance investment banking department, and the relationship of your public finance bankers to relevant departments such as sales, trading, underwriting, and commercial banking, as applicable. Include the amount of capital available to your firm's municipal underwriting desk.
(10 Points; 1 Page Limit)
2. Please describe your firm's physical presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle. Include the number of public finance bankers and offices and the number of retail brokers and offices. You may include the number of commercial bank locations, if applicable, and any other measure of corporate presence that you feel is relevant.
(15 Points; 1 Page Limit)
3. Please provide a list of the investment banker(s) who will be assigned to the City, as well as a brief resume for each, highlighting relevant transactional experience. Please do not include individuals who will not be directly involved with the City's financing activities.
(15 Points; 2 Page Limit)
4. Please provide the following:
 - a. A list of Florida CB&A transactions your firm has underwritten since January 1, 2022. Please include Delivery Date, Issuer, Par Amount, Ratings/Credit Enhancement, and Term of Final Maturity
 - b. Your firm's long-term underwriting ranking in Florida and Nationally for the period from January 1, 2022 through June 30, 2024. Please separate by negotiated and competitive sales.
(20 Points; 2 Page Limit)
5. List any prior transactions executed with, any analysis submitted to, or any other services provided by your firm to the City since January 1, 2022.
(15 Points; 1 Page Limit)
6. The City is preparing to issue bonds backed by a Covenant to Budget & Appropriate in an amount sufficient to fund approximately \$25 million of capital improvements. What recommendations do you have for the City regarding selection of rating agency/agencies, use of bond insurance, structural features, and/or marketing of the transaction for best execution? Please provide estimated spreads to 'AAA' MMD or BVAL indices based on your perception of the City's credit quality (1-20 years).



(25 Points; 3 Page Limit)

7. Proposed Fees & Expenses: Outline proposed takedowns by maturity, management fee (if any), and detailed expenses for the proposed Series 2024 Bonds. Expenses should include underwriter's counsel fees based on the assumption that Disclosure Counsel will draft the POS and OS.

(0 Points; 1 Page Limit)



ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS FOR INVESTMENT BANKING/UNDERWRITING SERVICES
\$25,000,000* CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Request for Qualifications for Investment Banking/Underwriting Services (“RFQ”) and is hereby made a part of the proposal documents. Per the RFQ, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Tentative RFQ Schedule found on page 1 of the RFQ is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Committee Results/Recommendations Presented to City Council

Responses to the RFQ are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City’s expense; or 3) City may destroy the response at the respondent’s request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Print Name

Signature

Date

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFQ 24-06-FIN – Investment Banking/Underwriting Services

September 26, 2024

BIDDERS:

Base Bid

- | | | |
|----|---|-----------------------------|
| 1) | <u>RAWN WILLIAMS</u> | <u> </u> |
| | <u>JEFFERIES, LLC</u> | <u> </u> |
| 2) | <u>PNC BANK</u> | <u> </u> |
| 3) | <u>RAYMOND JAMES &</u> | <u> </u> |
| | <u>ASSOCIATES, INC.</u> | <u> </u> |
| 4) | <u>SIEBERT CISNEROS SHANIL</u> | <u> </u> |
| | <u>& CO</u> | <u> </u> |
| 5) | <u>TRUIST SECURITIES, INC</u> | <u> </u> |
| 6) | <u> </u> | <u> </u> |
| 7) | <u> </u> | <u> </u> |

Present at the bid opening:

Rey Bailey

City Clerk

LARRY JONES

CITY MANAGER

JEFF COZZAD

GRANT/PROJECT MGR



City of Destin

**Request for Qualifications (RFQ)
Investment Banking/Underwriting Services
RFQ No. 24-06-FIN**

September 26, 2024

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TRANSMITTAL LETTER

Dear Procurement Officer:

Jefferies LLC ("Jefferies" or the "Firm") is pleased to respond to the City of Destin's (the "City") Request for Qualifications ("RFQ") for Investment Banking/Bond Underwriting Services. As a leading underwriter for large, marquee financings, Jefferies has gained the skills and knowledge to deliver top-tier execution by effectively and efficiently guiding smaller, less frequent issuers in achieving the lowest cost of financing possible. We have summarized below and detailed throughout our proposal several unique qualifications that distinguish Jefferies from other firms and qualify us to serve as the Senior Manager for the City's upcoming Capital Improvement Revenue Bonds, Series 2024 issuance.

TOP RANKED FIRM WITH UNPRECEDENTED GROWTH. As the largest independent investment bank in the U.S., Jefferies' client-driven approach and unmatched focus on the municipal market continues to drive our strong momentum. Jefferies has steadfastly continued to focus our efforts on our governmental clients and the municipal market more broadly. As a result, we have vaulted up the rankings from being a consistent top-10 ranked senior manager for municipal investment banking to **finishing 2023 as the #3-ranked senior manager for all national negotiated and competitive debt. Our senior managed negotiated volume increased by 65% from 2022 to 2023, and by 140% from 2019 to 2023 – greater than any other current top-10 ranked senior managing underwriter.**

FLORIDA TEAM WITH EXTENSIVE FINANCING EXPERIENCE AND FLORIDA PRESENCE. **Rawn Williams**, *Managing Director & Head of Florida & Southeast Coverage*, who is based in the Firm's Orlando office, will lead our team on a day-to-day basis. **Rawn is authorized to make representations for Jefferies.** Rawn has 32 years of financing experience (28 years in Florida) and has served as lead banker for several significant financings in the State. Rawn's extensive financing experience includes over \$48 billion of senior managed experience with over \$21 billion in Florida including lead financings for the Greater Orlando Aviation Authority ("GOAA"), Central Florida Expressway Authority ("CFX"), Orlando Utilities Commission ("OUC"), Sarasota County, Broward County, Miami-Dade County, City of Daytona Beach, City of Winter Park, City of Tampa, City of Orlando, City of Miami, and the City of Jacksonville, to name a few. **Tamaa Patterson**, *Senior Vice President*, will work alongside Rawn and serve as co-lead banker to the City. Tamaa brings over 13 years of Florida banking expertise and has served in a leading role on over \$10 billion of financings for issuers including the cities of Daytona Beach, Miami, Orlando, and Jacksonville to name a few. Also supporting Rawn is, **Michael Baldwin**, *Senior Vice President*, who brings 31+ years of financing experience focused primarily on Florida issuers, **Aliraza Hassan**, *Vice President*, and **Tawfik Madoukh**, *Associate*, who will provide coverage and transaction support for the City. Furthermore, the team dedicated to the City's financing will benefit from the expertise of **Bill Torsiglieri**, *Managing Director, and Head of Quantitative Analysis*, who has been an integral part of developing structural strategies and solutions for Jefferies' Florida clients and marquee national issuers (like New York City) to achieve their financing objectives.

SUPERIOR ABILITY TO GENERATE THE LOWEST COST OF FINANCING. Our platform is well-suited to deliver superior market execution to the City, as we provide: (i) one of the largest salesforces in the industry, with 11 salespeople on the municipal desk (five of which have 20+ years of experience) that possess an industry-wide reputation for strong investor relationships; (ii) a balanced distribution network delivering both institutional and retail distribution to professional and individual retail; and (iii) focused veteran underwriters with a proven ability to expand investor participation and deliver aggressive pricing results in all market environments. Furthermore, as a leading trader of bonds in both the primary and secondary markets, we will leverage our long-standing relationships with the most active investors to achieve broad distribution for the City's financing. **Jefferies ranks as a top 3 counterparty to 8 of the 10 largest investors in the municipal bond market.** Jefferies' recent hire, **Frances Pak**, *Senior Vice President and Head of Municipal Capital Markets Origination*, who joined Jefferies in May 2024 from J.P. Morgan, will provide the Jefferies team a senior dedicated investor marketing specialist who will aid in maximizing investor participation on the City's financing. Furthermore, our *Co-Heads of Syndicate and Managing Directors*, **Brian Wynne** and **Roy Carlberg**, have priced over \$742 billion of financings as lead underwriters during their careers, including over \$55 billion of Florida financings.

STRONG CAPITAL BASE AND WILLINGNESS TO USE IT. Jefferies Financial Group is well-capitalized and as of May 31, 2024, our second quarter-end, had \$20.7 billion in total long-term capital including approximately \$10.0 billion of equity capital, and Jefferies LLC had approximately \$1.5 billion of net capital and \$1.3 billion of excess net capital. From a regulatory perspective, ***Jefferies can underwrite a single municipal transaction in excess of \$19.0 billion without presale orders.*** Our strong capitalization allows us to consistently support our municipal clients in both the primary and secondary markets,

underwriting unsold balances in the primary market to ensure aggressive pricing under prevailing market conditions and maintaining these aggressive spreads in the secondary market.

Jefferies is honored to respond to the City's request for qualifications and understands the requirements of the proposal and will provide the highest level of commitment and execution to the City as senior manager. We look forward to utilizing all of Jefferies' substantial resources to lead the City to a successful financing. Please do not hesitate to contact us with any questions regarding our proposal.



Rawn N. Williams, *Managing Director & Head of Florida and Southeast Coverage*

200 South Orange Avenue, Suite 1440
Orlando, Florida 32801

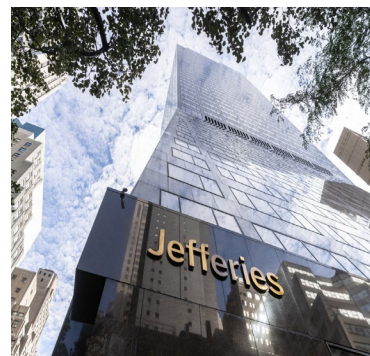
☎: (407) 583-0856

✉: rwilliams@jefferies.com

FIRM OVERVIEW

Firm corporate and departmental structure, size of firm (assets), relationship between IB and sales, trading...

JEFFERIES OVERVIEW. Jefferies, a Delaware limited liability company headquartered in New York City, is the largest full-service independent U.S. investment bank. Headquartered in New York City with over 5,500 employees located in over 47 offices in 21 different countries, **Jefferies has operated as a client-focused Firm since our founding in 1962 and has steadfastly upheld the Firm's motto of "Clients First Always."** As of November 1, 2022, Jefferies Financial Group Inc. (NYSE: JEF) ("JFG"), a publicly traded corporation and a member of the Fortune 500, completed its merger of its wholly owned subsidiary Jefferies Group LLC ("Jefferies Group") into JFG to streamline and simplify the corporate structure. The merger resulted in JFG assuming all assets and liabilities of Jefferies Group, including 100% ownership of Jefferies LLC ("Jefferies" or the "Firm"), the broker-dealer. As of May 31st, 2024, our second quarter-end, JFG continues to be well-capitalized with over \$63 billion of assets and \$20.7 billion of total capital, including nearly \$10.0 billion of equity capital. Jefferies (as broker dealer) had \$1.5 billion of net capital and \$1.3 billion of excess net capital. In addition to our focus on and growing presence in municipals, our full-service platform provides the complete range of investment banking, sales, trading, research, and strategy services across the spectrum of fixed income and equities. **The game has changed, and Jefferies is now one of the world's leading investment banking and capital markets firms.**



LEADING MUNICIPAL FINANCE GROUP. Housed in Jefferies' Investment Banking division, the Municipal Finance Group working with underwriting, sales, trading, and credit strategy is dedicated to supporting municipal issuers nationwide. Jefferies is a leading underwriter in the municipal market, providing broad coverage of all sectors, borrowers and products, positioning us to develop solutions for financings of any size. Jefferies' Municipal Finance Group is led by **Kym Arnone, Managing Director and Head of Municipal Finance**, the only sole female head of Municipal Finance at a top-10 ranked investment banking firm. Through strategic insight, credit expertise, and our strong distribution capabilities, our team—which includes 97 professionals (including 68 dedicated bankers) across nine offices—is a leader across the full spectrum of products and services. **Specifically in Florida, Jefferies' Municipal Finance Group maintains two offices (Orlando and Miami) with six dedicated bankers, among the largest municipal commitments to Florida of any "Wall Street" firm.**

Overall Municipal Market Presence and Unmatched Momentum. As the largest independent investment bank in the U.S., Jefferies' client-driven approach and unmatched focus on the municipal market continues to produce strong results. Jefferies has steadfastly focused our efforts on our municipal issuer clients and the tax-exempt market and **as a result, Jefferies finished 2023 as the #3-ranked senior manager of negotiated and competitive debt, leading \$27.2 billion of combined issuance, up from #8 in 2022, and no firm on Wall Street experienced as similarly strong results.** Jefferies was also the #3-ranked senior manager of negotiated debt, leading \$20.8 billion of issuance.

2023 Municipal Underwriter Rankings

	Underwriter	Par	# Issues	2022 Rank	Δ vs 2023
1	BofA Securities	\$45,369.3	323	1	--
2	RBC	33,252.0	400	5	↑3
3	Jefferies	27,163.5	189	8	↑5
4	Morgan Stanley	27,003.2	208	3	↓1
5	J.P. Morgan	25,833.8	240	2	↓3
6	Wells Fargo	22,267.0	175	6	--
7	Citi	22,170.9	160	4	↓3
8	Goldman Sachs	18,605.4	77	7	↓1
9	Stifel	16,921.0	640	9	--
10	Raymond James	14,863.6	489	12	↑2

JEFFERIES' WILLINGNESS TO COMMIT CAPITAL. Important to the City, our team is backed by the Firm's strong and stable capital position, and Jefferies' streamlined decision making as it relates to underwriting bonds. We believe one of the most important measures of our commitment to our clients is our willingness and ability to deploy the Firm's capital. **From a legal and regulatory perspective, Jefferies' strong capital position allows us to underwrite a single municipal issue of nearly \$19.0 billion without any pre-sale orders. More importantly, Jefferies places no formal restrictions on the amount of excess net capital that can be utilized for our municipal issuer clients.**

On August 6, 2024, Jefferies served as bookrunning senior manager on the City of Daytona Beach's \$49 million Capital Improvement Revenue Bonds, Series 2024A & B (taxable and tax-exempt) which were secured by the City of Daytona's covenant to budget and appropriate. In a volatile market, at the conclusion of the order period, Jefferies committed to underwrite \$13.5 million or approximately 28% of the par amount issued, \$9.5 million of the unsold taxable bonds and \$4 million of the unsold tax-exempt bonds to support the transaction even as interest rates were increasing.

FLORIDA PRESENCE

Describe the firm's physical presence in FL, bankers, offices, retail brokers and offices, ...corporate presence.

STRONG FLORIDA PRESENCE. While some of our competitors have either downsized their staff and now rely predominantly on junior bankers and/or wavered in their commitment to the municipal industry or withdrawn from the market completely, Jefferies continues to increase its strong presence throughout the nation and in Florida with dedicated offices in Orlando and Miami, Florida. Although Jefferies does not have an office in Destin, the Firm has increased the number of investment bankers in the state and now has one of the largest municipal public finance presences in the state with six experienced public finance professionals, five of which are in Orlando and dedicated to the City's financing team.

MAXIMIZING RETAIL. As senior manager, Jefferies attracts retail demand by leveraging our two-tiered retail distribution platform. ***Jefferies has repeatedly demonstrated our ability to leverage our retail distribution network to build a sizeable book of useable retail orders.*** Select recent retail results on Jefferies' senior managed transactions include: (i) \$536.4 million of retail orders (122% of total par offered) for the Sacramento Area Sewer District in June, (ii) \$1.4 billion of retail orders (79%) for the State of Illinois GO in May, (iii) \$627.1 million of retail orders (87%) for the NYS Environmental Facilities Corporation in March, (iv) \$556.1 million of retail orders (86%) for the Commonwealth of Massachusetts GO in February, (v) \$477.9 million (44%) and \$477.5 million (34%) of retail orders across two transactions for the Regents of the University of California in March and January, respectively, (vi) \$883 million of retail orders (107%) for the State of Connecticut in December 2023—the **third strongest GO retail result in CT's history**, and (vi) \$2.2 billion of retail orders (139%) for New York City's GO credit in June 2023—the **City's most successful retail order period in its history**.

Coverage of Professional Retail Accounts. As a result of the higher rate environment since 2022, the majority of retail buying power is composed of SMAs and certain money managers. Given our relationships with and strong focus on retail proxies—***Jefferies aggressively covers the 160 most active accounts and approximately 40% of our secondary trading volume is with retail proxies (among the highest on Wall Street)***—we are better positioned than our competitors to deliver cost-effective distribution to the dominant professional retail buyer base. ***To further demonstrate this point, Jefferies has a 20+% market share with Goldman Sachs Asset Management's SMA, ranking us #1 with one of the top SMAs in the municipal market, in addition to strong relationships with other leading SMAs including GW&K, UBS AM, Breckinridge, Allspring, PIMCO, Bessemer, among others.*** We would also add that when serving as senior manager, Jefferies generates as much, and in some cases more (e.g., NYC GO), retail orders than firms with more retail offices. The adjacent table highlights recent examples of retail orders generated by Jefferies for national issuers.

Jefferies' Retail Network

A) Retail Salespeople Dedicated to Municipal Bonds ¹	66
B) Florida Wealth Management Group Salespeople	45
C) Florida Retail Accounts Managed by Jefferies	1,713
D) Florida Retail Accounts Total Assets Under Management	\$3 billion

(1) Includes Jefferies' Wealth Management Group with 55 wealth managers.

Select Recent Jefferies Retail Performance Examples

Sale Date	Issuer (State)	Par (\$mm)	JEF Retail Orders	
			\$mm	% Par
8/6/2024	State of Alaska	\$107	\$216	201%
6/26/2024	Michigan State Building Authority	\$131	\$64	49%
5/7/2024	State of Illinois	\$1,800	\$1,423	79%
3/27/2024	New York City	\$1,455	\$417	29%
3/20/2024	Metropolitan Transportation Authority	\$1,289	\$349	27%
2/7/2024	The Commonwealth of Massachusetts	\$659	\$566	86%
12/18/2023	State of Connecticut	\$826	\$883	107%
12/7/2023	NYC Transitional Finance Authority	\$1,269	\$1,415	112%

Jefferies' Wealth Management Group. Jefferies also provides direct access to traditional mom and pop high net worth retail investors through our Wealth Management team. Across nine offices in the U.S. (***with its largest office in Miami, FL***), our team of 55 professionals actively manages \$20 billion of client assets (none of which represents hedge funds or institutional assets), with the average wealth of our core clients exceeding \$10 million. ***Importantly for the City, approximately 15% of all assets under management are in Florida (\$3 billion).*** As it relates to municipal securities, Jefferies currently manages 224 accounts holding \$435.4 million in municipal securities. In new issue offerings, our private wealth management clients can place block orders more than \$100,000.

SECONDARY MARKET LIQUIDITY. Jefferies' team includes ten municipal traders, each with a specific focus. We are one of the most active traders in the secondary market, typically representing 10% of all MSRB-reported trades, and, on any given day, carrying between \$500 million and \$1 billion of municipal bonds into inventory overnight. ***Since 2020, we have traded \$310 billion in the secondary market, which includes \$9.4 billion of Florida paper.***

FINANCING TEAM

Please provide a list of the investment bankers who will be assigned to the City...

FLORIDA FINANCING TEAM. **Rawn Williams**, *Managing Director & Head of Florida & Southeast Coverage*, joined Jefferies 14 years ago and has over 32 years of experience and will serve as a co-lead baker and provide senior oversight for the City's financing. Rawn has served as lead banker on over \$48 billion of municipal bonds and has a deep understanding of several municipal security types including covenant to budget and appropriate ("CB&A") which is common in Florida. His most recent CB&A financing experience includes financings for the cities of Daytona Beach, Miami and Jacksonville. **Tamaa Patterson**, *Senior Vice President*, will serve as co-lead banker for the City's financing. Tamaa has over 13 years of Florida banking experience and has served in a leading role for several notable financings in the State including serving as lead structuring banker for the City of Jacksonville's \$98 million Special Revenue Bonds, Miami-Dade County's \$1.2 billion Water and Sewer Revenue Bonds, and Broward County's \$360 million Water and Sewer Revenue Bonds, among others. Rawn and Tamaa will be supported by three additional Florida bankers, including **Michael Baldwin**, *Senior Vice President*, who joined Jefferies in October 2019 and brings 31+ years of banking expertise, **Aliraza Hassan**, *Vice President*, who joined Jefferies in 2019 from RBC, and **Tawfik Madoukh**, *Associate*, who joined Jefferies in 2022 from Stifel. Jefferies' Florida team is readily available to assist the City with tasks such as evaluating the City's optimal structuring strategy, developing rating agency and investor presentations, and providing quantitative analysis and day-to-day support, among other things. The team dedicated to the City's financing will also benefit from the expertise of industry veteran **Bill Torsiglieri**, *Managing Director and Head of Quantitative Analysis*. Bill has been an integral part of developing structural strategies and solutions for Jefferies' Florida clients and marquee issuers like the City of New York by helping them to find innovative ways to capitalize on current market dynamics to achieve their financing objectives. Brief resumes of Jefferies' financing team dedicated to the City are provided in below.

Rawn Williams, Managing Director & Head of Florida and Southeast Coverage. Rawn has over \$48 billion of senior managed experience for credit types including covenant to budget and appropriate, general obligation, transportation, capital improvement, special obligation, sales tax, tourist development tax, water and sewer utilities, airports (including MCO, FLL, TPA, and MIA), SRF, higher education, income tax, gas tax, and tobacco securitization. With over 28 years of experience in Florida his senior managed experience includes transactions for the cities of Jacksonville, Winter Park, Miami, Miami Beach, and Orlando, Miami-Dade County, Sarasota County, Collier County, Broward County, Greater Orlando Aviation Authority, Central Florida Expressway Authority, Orlando Utilities Commission, Central Florida Expressway Authority, and Citizens Property Insurance, among others. Rawn received his BA with honors from Morehouse College and MBA from Harvard Business School

Michael Baldwin, Senior Vice President. Michael joined Jefferies in October 2019 and has 31+ years of experience in the municipal finance industry and has served as an investment banker on a wide variety of tax-exempt and taxable municipal financings. His senior managed experience includes approximately 270 new issues for state and local governments totaling over \$20 billion, mostly within Florida, Colorado, Texas, Maryland, New Mexico, Nevada, Utah, and South Carolina. His specific Florida experience includes financings for cities such as Tampa, Clearwater, Cape Coral, Sunrise, Fort Lauderdale, Kissimmee, Orlando, and Miami Beach. Michael received his M.B.A. with a concentration in Finance from the Crummer Graduate School of Business at Rollins College, and a B.S. degree in Chemical Engineering from the University of South Florida.

Tamaa Patterson, Senior Vice President. Tamaa has 13+ years of experience (all at Jefferies) and over \$10 billion of lead financings. He has served in a leading role for numerous Florida issuers and most recently for the City of Daytona Beach. His other Florida financing experience includes senior/co-senior managed transactions for Sarasota County, Broward County, City of Jacksonville, Miami-Dade County, City of Miami, City of Tampa, Orlando International Airport, City of Orlando, Osceola County, and City of Mount Dora. Tamaa will provide quantitative analysis, day-to-day banking support, and transaction execution for the City of Destin. Tamaa received his B.A. in Business Economics from Florida A&M University.

Aliraza Hassan, Vice President. Aliraza has 12 years of experience having served a wide array of municipal issuers across the country on over \$10 billion of municipal financings. Specific to Florida issuers, Aliraza has structured and supported senior managed transactions for the City of Tampa, City of Miami, Broward County, Miami-Dade County, Wildwood UDD, Town & Country Utilities (Babcock Ranch), North Sumter County UDD, Dominion Water & Sanitation District (CO), Bay

Laurel Center CDD, Greater Orlando Aviation Authority, Charlotte County IDA and The Villages, among others. Aliraza holds a B.S.B.A. in Actuarial Science and Finance from Drake University.

Tawfik Madoukh, Associate. Tawfik has 4 years of municipal finance experience and joined Jefferies from Stifel in January 2022. Tawfik provides our clients with quantitative analysis, transaction execution, and debt profile monitoring for refinancing opportunities. Tawfik has been an integral part of structuring and transaction execution for over 50 Jefferies' senior managed pricings on credits such as: covenant to budget and appropriate, sales tax revenue, water and sewer, capital revenue, special obligation, GO, and COPs for Daytona Beach, Miami, and Orlando Utilities Commission, to name a few. Tawfik holds a B.S. in Finance from the University of Kansas and is FINRA 52, 50, and 63 licensed.

TENURED CAPITAL MARKETS TEAM. Jefferies' syndicate desk is in New York City and is co-led by two industry veterans – **Brian Wynne**, *Managing Director* (hired from Morgan Stanley in April 2023 after serving as co-head of Public Finance and Head of the Syndicate for over 20 years), and **Roy Carlberg**, *Managing Director*. Combined, they have over 65-years of experience and have senior managed over \$55 billion of Florida bonds, including \$1.5 billion of financings secured by appropriation or non-ad valorem revenues. In addition, **Chase Upshaw**, *Vice President*, will work in tandem with Roy and Brian to deliver superior underwriting results. **The combined efforts of Brian, Roy, and Chase ensures that the City receives Jefferies' utmost focus and senior-level attention.**

In addition to the team members mentioned above, **Jefferies' 11-person sales force is one of the largest and most experienced in the industry, five of which have 20+ years of experience.** Given that the New York City metropolitan area is home to the largest critical mass of institutional municipal investors in the country, we see tremendous value in our salesforce's well-established in-person relationships with the most important buyers in the municipal sector. **Jefferies ranks as a top-3 counterparty to 8 of the 10 largest investors in the municipal market – meaning we have frequent dialogue and strong relationships with the leading investors in the industry.** **Drew Levinson**, *Managing Director and Co-Head of Sales & Trading*, manages Jefferies' institutional sales force and is also responsible for developing and maintaining key institutional investor relationships. **Vic Kalaydjian**, *Managing Director and Co-Head of Sales & Trading*, previously at JP Morgan, oversees Jefferies' team of traders, and **Chris White**, *Managing Director and Head of Municipal Credit Strategy*, and former Moody's analyst, provides credit perspectives and views of the investor client base.

DEDICATED INVESTOR MARKETING LIAISON. In May 2024, Jefferies hired **Fran Pak** as a Senior Vice President focused on investor relations and capital markets origination. Fran joined us after 15 years at J.P. Morgan, where she established the municipal investor relations function and framework, and was instrumental in bringing marquee credits to the capital markets. She has built and maintained personal relationships with all the top investors in the market, has become a 'go-to' expert in the investment community, and provides a niche skillset to help position borrowers to buy-side credit analysts, which complements the conversations our team already has with portfolio managers. Fran will assist our team in developing an overall investor marketing strategy for the City's upcoming and any future financings.

Jefferies' Capital Markets Team				
Name	Title	Role	Experience (Years)	Location
Brian Wynne	MD	Co-Head of Syndicate	34	NYC
Roy Carlberg	MD	Co-Head of Syndicate	34	NYC
Chase Upshaw	VP	Underwriter	7	NYC
Drew Levinson	MD	Co-Head of Sales and Trading	40	NYC
Vic Kalaydjian	MD	Co-Head of Sales and Trading	20	NYC
Chris White	MD	Head of Credit Strategy	26	NYC
Frances Pak	SVP	Investor Relations Specialist	15	NYC

FIRM EXPERIENCE

Provide a. CB&A transaction 2022-present, b. long-term underwriting ranking in FL/US – Neg/Comp

FLORIDA CB&A TRANSACTIONS. Important to the City, since 2022, Jefferies has senior/sole managed \$841 million CB&A transactions in Florida. Most recently, through a competitive RFP process, in August 2024, Jefferies was selected to serve as the senior managing underwriter for the City of Daytona Beach’s combined \$49.1 million Taxable Capital Improvement Revenue Bonds, Series 2024A and Capital Improvement Revenue Bonds, Series 2024B – both backed the City of Daytona Beach’s CB&A. **The City of Daytona Beach’s Series 2024 CB&A transaction was the City’s first in over 10 years.** As a result, Jefferies worked extensively with the City of Daytona Beach and its Municipal Advisor to ensure a smooth process and seamless execution from kick-off to closing. In addition to the City of Daytona Beach, in November 2023, Jefferies also senior managed the City of Miami’s \$271.4 million taxable and tax-exempt transaction that was secured by non-ad valorem revenues (CB&A). **Again, this was their first CB&A financing in over 10 years and was also one of the largest CB&A transactions in Florida.** Further demonstrating Jefferies’ experience with transactions backed by non-ad valorem bonds, in November 2023, Jefferies also served as senior manager for Sarasota County’s \$82.5 Infrastructure Sales Surtax Revenue Bonds. While not a true CB&A, Sarasota County’s Infrastructure Sales Surtax Revenues are a component of non-ad valorem revenues. Also noteworthy, the team designated to the City of Destin is the same team that worked on all transactions noted above. See the list that follows for additional details on each of these transactions and a brief case study below for the City of Daytona Beach.

Florida CB&A Transactions Led by Jefferies Since January 1, 2022					
Delivery Date	Type	Issuer	Par (\$mm)	Ratings (M/S/F/K)*	Term of Final Maturity
8/23/2024	N	City of Daytona Beach	\$49.08	Aa2/AA/--/--	30 Years (2054)
8/13/2024	C	Miami-Dade County	234.96	Aa2/AA/--/--	30 Years (2054)
4/4/2024	C	State of Florida (BOE)	113.22	Aaa/AAA/AAA/--	11 Years (2035)
11/20/2023	N	City of Miami	271.40	Aa2/AA/--/--	30 Years (2053)
6/15/2023	C	Port St. Lucie	39.75	Aa3/AA/--/--	12 Years (2035)
4/5/2022	N	Florida Department of Transportation	132.72	Aaa/AAA/AAA/--	12 Years (2034)
Total			\$841.13		

*No transactions listed in the table utilized a credit enhancement.

CITY OF DAYTONA BEACH - CASE STUDY

\$20,000,000 TAXABLE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A

\$29,075,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024B



Through a competitive RFP process, Jefferies was selected to senior manage the City of Daytona Beach’s first transaction secured by its non-ad valorem revenues since 2011. The bond proceeds will be used to finance improvements the Jackie Robinson Ballpark Stadium and for a new fire station and related equipment. As part of the RFP Jefferies provided the City with a comprehensive credit rating strategy and structuring recommendations.

While the transaction was in progress, after reaching year-to-date highs on or around May 31, tax-exempt rates dropped by as much as 83 bps while UST decreased as much as 100 bps by August 5. Interest rates rallied in part due to the FOMC’s decision to hold rates steady at the July 31 meeting, a weak jobs report, and recession fears. Heading into pricing on August 6, both tax-exempt rates and UST were at or near year-to-date highs on the long end of the yield curves. However, market volatility persisted as investors showed concerns over economic reports and tensions in the Middle East.

During premarketing, to increase investor participation for the City’s transaction, Jefferies created a slides-only investor roadshow presentation that was posted along with the POS two weeks before pricing the transaction on August 6. The investor roadshow and POS received strong reception and was viewed by 15 investors.

As the City came to market with its two separate series of taxable and tax-exempt bonds totaling just over \$49 million, the new issue calendar for the week of pricing totaled over \$16.4 billion with the largest negotiated transaction being \$1.6 billion. Given various economic and political concerns investors were cautious and demand for some transactions was lackluster. **After committing to underwrite \$9.5 million (48%) of the unsold taxable Series 2024A Bonds, during the repricing Jefferies cleared the \$3.4 million 2044 maturity by restructuring it with a make-whole call versus a par call. For the tax-exempt Series 2024B Bonds, investors showed little interest in the first 12 years of the curve and Jefferies**

committed to underwrite \$4.92 million of the unsold balances to support the City's transaction while interest rates were increasing.

NATIONAL AND FLORIDA RANKINGS. Jefferies is a leader in the municipal sector both nationally and in Florida. Separating the Firm from our competitors is our dedication to delivering exceptional investment banking services in any market environment. Jefferies is often selected to lead marquee financings for issuers of all sizes and credits due to our proactive approach when presenting and executing creative ideas. Jefferies has gained the confidence of local government issuers in Florida and throughout the nation because they value Jefferies' diligence, technical expertise, and creative thinking. ***Of note, nationally, we are in the senior manager group and have executed transactions for each of the top 10 issuers in the country, including the Dormitory Authority of the State of New York ("DASNY"), New York City, and the State of California, to name a few.*** DASNY, the #2 issuer in the nation, is a major issuer of bonds that are backed by their pledge to appropriate funds and Jefferies has senior manager \$2.8 billion of their financings since 2015. Moreover, we have served as a senior manager on financings for each of the top 10 largest cities in the country. On a national scale, from 2022 to June 30, 2024, Jefferies senior/co-senior managed 422 transactions, totaling nearly \$63.2 billion, and co-managed 526 transactions, totaling over \$142.3 billion. From January 1, 2022 to June 30, 2024, Jefferies ranked as the #5 underwriter for both senior managed negotiated transactions and for winning competitive bids. It's important to note that Jefferies typically submits a sole bid for competitive sales, committing 100% of its capital to municipal issuers. ***Recent notable Jefferies-led financings include: \$1.80 billion State of Illinois GO Bonds, \$2.97 billion Los Angeles Unified School District GO Bonds, and \$1.45 billion New York City GO Bonds, to name a few.***

Governmental Aug 2024  \$82,940,000 General Obligation Bonds Senior Manager	Governmental May 2024  \$1,800,000,000 General Obligation Bonds Senior Manager	Governmental April 2024  \$71,435,000 General Obligation Bonds Senior Manager	Governmental April 2024  \$2,974,945,000 General Obligation Bonds Joint-Book Runner	Governmental March 2024  \$1,454,870,000 General Obligation Bonds Senior Manager
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Under Rawn's leadership, Jefferies has continued to expand its presence in Florida. The Firm has been added to the underwriting pools for several issuers including: the cities of Daytona Beach, Panama City Beach, Orlando, Jacksonville, Miami, and Tampa, and the counties of Broward, Miami-Dade, Sarasota, and Osceola County, to name a few. From January 1, 2022, to June 30, 2024, Jefferies ranked as the #10 senior manager for negotiated financings and the #3 underwriter for competitive sales. As previously mentioned, Jefferies commits 100% of its capital when submitting its bid for a competitive sale. ***As the #3-ranked sole bidder for competitive sales, Jefferies has committed \$751 million of its capital to support Florida issuers at the lowest cost of financing. Furthermore, Jefferies has senior/co-senior managed 20 transactions in Florida, totaling approximately \$1.8 billion, and co-managed 15 transactions, totaling approximately \$5.2 billion.***

Jefferies has priced several Florida-based transactions and has more coming to market over the next few months. As highlighted in the tombstones below, Jefferies priced approximately \$457 million for the Orlando Utilities Commission and The Villages (two transactions) and is mandated to price an estimated combined \$77 million for Panama City Beach and the Jacksonville Transportation Authority.

Governmental October 2024*  \$25,000,000* Capital Improvement Revenue Bonds Senior Manager	Transportation October 2024*  \$52,665,000* Gas Tax Revenue Bonds Senior Manager	Utility September 2024  \$268,680,000 Utility System Revenue Bonds Senior Manager	Real Estate September 2024  \$163,000,000 Special Assessment Revenue Bonds Senior Manager	Real Estate September 2024  \$25,600,000 Special Assessment Revenue Bonds Sole Manager
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*Preliminary, subject to change.

CITY OF DESTIN COVERAGE

List prior transactions, analysis, or other coverage

While Jefferies has not worked with the City on any of its prior financings, we did provide the City with periodic updates on the municipal market. Starting in July of 2023, Jefferies provided a presentation that included a summary of the methodologies used by Moody's, S&P, Fitch, and Kroll to rate CB&A credits. The presentation also included an introduction to Jefferies' municipal platform and our marketing and pricing approach, among other things. As the City is aware, under the Municipal Advisor Rule, while we did try to obtain an independent registered municipal advisor ("IRMA") statement, without it, we were permitted from providing tailored recommendations for the City's proposed financing. See the table below for other Jefferies' submittals to the City.

Jefferies' Unsolicited Coverage of the City of Destin	
Date	Contents
July 2023	Introduction to Jefferies CB&A Rating Methodologies Jefferies' Marketing and Pricing Approach Market Update
September 2023	Jefferies Weekly Municipal Strategy Jefferies Weekly Economic Bond Market Insight
November 2023	Jefferies Municipal Market Update
December 2023	Jefferies Municipal Market Update

PLAN OF FINANCE

Credit, structure, marketing recommendations

JEFFERIES' APPROACH TO CREDIT ANALYSIS. Credit analysis is a particular strength of Jefferies' dedicated Florida team assigned to the City and we have been specifically awarded several recent transactions by our issuer clients in recognition of our proven strategy and expertise. Simply put, as senior manager, Jefferies believes there is significant value in taking a new approach to traditional interactions with rating agencies, focusing on crafting and communicating credit narratives in a way that is tailored to each agency's respective methodology and criteria, backed with detailed data points to support the desired rating outcomes. Jefferies' general approach to communicating with the rating agencies is to first assess each respective agencies' methodology in the context of the City's credit profile and performance considering trend analysis, credit trajectory, opportunities, and challenges. Second, we examine the City's relevant financial metrics in comparison to an appropriate peer group to identify opportunities to leverage any similarities or inconsistencies. The key is to be armed with enough information to control the narrative with the rating analysts and focus them on the City's positive credit story.

JEFFERIES' RATING STRATEGY. Since Jefferies provided the City with an overview of the various rating agencies' approaches to assigning ratings to CB&A backed securities, there have been some changes. Previously Moody's and S&P assigned CB&A ratings based on the issuer's rating (*issuer default rating – "IDR" for Moody's and issuer credit rating "ICR" for S&P*). Kroll takes a holistic view of CB&A debt and uses a combination of its Special Tax Revenue, State Annual Appropriation, and Local Government General Obligation methodologies to derive a rating traditionally in line with Moody's and S&P. Fitch on the other hand took a different view on bonds secured by an issuers' CB&A and typically rated those bonds one notch below the IDR or ICR. However, in April 2024, Fitch implemented new rating criteria for U.S. Public Finance Local Governments. Under the new criteria, Fitch upgraded several issuers' IDR and now rates CB&A bonds on par with the IDR.

With that said, Jefferies recommends that the City pursue ratings from Moody's and S&P. Our rationale for this rating mix is because as a new credit, the City will benefit from Moody's and S&P ratings because investors tend to place more value on these two rating providers and typically require a rating from Moody's or S&P to obtain their necessary internal approvals. Furthermore, given the assignment of equal ratings, ratings from Moody's and S&P often price with lower yields when compared to other credit rating agency combinations. As shown in the adjacent table of recent Florida CB&A issuers, all the issuers used either Moody's or S&P with three using both. While some issuers used various combinations of Moody's, S&P, and Fitch, we don't believe that the extra cost for a third rating will have a noticeable impact on pricing. We also note that while three of the issuers used a single rating, unless the City achieves a AAA rating, we believe two ratings will achieve the best execution. We have also provided the estimated costs for each rating agency in the adjacent table.

Recent Florida CB&A Issuer Ratings		
Sale Date	Issuer	Ratings (Moody's/S&P/Fitch)
8/13/2024	Jacksonville	NR/AA/AA+
8/7/2024	Daytona Beach	Aa2/AA/NR
7/16/2024	Bradenton	Aa1/NR/NR
4/18/2024	Tallahassee	Aa2/NR/AA+
11/30/2023	Manatee County	Aaa/NR/AAA
11/9/2023	Miami	Aa2/AA/NR
6/28/2023	Village of Wellington	Aaa/NR/NR
5/10/2023	Palm Beach County	Aaa/AAA/AA+
4/12/2023	Sanford	NR/AA/NR
10/19/2022	Hernando County	NR/AA-/NR

Rating Agency Fees - 2024 (Assuming a \$22MM Issuance)*			
Rating Agency	MOODY'S	S&P	Fitch Ratings
Anticipated Cost	\$27,000	\$25,000*	\$30,000
*Actual fee will vary between \$23,000 and \$27,500			

Rating Expectations. Jefferies used Moody's U.S. Cities and Counties Rating Methodology as of July 24, 2024, and the Cities FYE 2022 Annual Comprehensive Financial Report to derive an indicative rating for the Series 2024 Bonds. Based on Jefferies' calculations the Moody's scorecard indicated a rating in the "Aaa" to high "Aa" category. While we have provided our estimated indicative rating, we note that it is based on quantitative factors only and Moody's will also consider other qualitative factors which could notch (adjust the final score) up or down. As state above, the three agencies tend to rate issuers' CB&A bonds the same and most likely within one notch. As such, we would expect the City to achieve ratings in the "AA" category from S&P and Fitch, as well. Jefferies will work with the City and its municipal advisor to fully evaluate potential ratings outcomes and the best mix of rating agencies for the upcoming transaction.

MARKETING STRATEGY OVERVIEW. Generating a Robust Order Book for the City's Financing. The cornerstone of Jefferies' marketing approach is our proven, repeated ability to increase our clients' investor bases by introducing new investors to their credits. For every transaction where Jefferies is the senior manager, to increase investor participation, we implement an intentional marketing strategy following the milestones identified in the adjacent graphic. We use this approach to create extensive investor outreach and ultimately strong and broad demand for our clients' bonds. Jefferies believes in pursuing an aggressive investor outreach that educates buyers and differentiates our clients' credits from competing supply. **An aggressive marketing approach is important to the success of the City's financing when we consider the combined impact of three factors: (1) this will be the City's first offering of municipal bonds, (2) given the substantial new issuance volume and the City's estimated \$22 million offering size compared to larger transactions coming to market, and (3) market volatility is persistent and likely to remain for some time.** While we expect the City to have strong credit ratings for its proposed bond offering and that investors will have interest in newly issued bonds, investor buying patterns can change from day to day especially as current events unfold concerning the upcoming U.S. presidential election, threats of an impending recession, and growing tensions in the Middle East and Eastern Europe or Ukraine, among many others. Jefferies' focus on an aggressive marketing plan will ensure that the greatest number of potential investors are well educated and equipped with the necessary knowledge about the City's bond offering prior to making an investment decision.



Investor Targeting Plan. Jefferies' investor targeting approach creates maximum demand by providing a broad range of potential investors with the goal of achieving broad distribution. The first step in Jefferies' marketing strategy for the City takes into consideration: (1) existing holders of similarly rated CB&A bonds in Florida and nationally to identify potential opportunities including *Vanguard, T Rowe Price, and Allspring*, among others, (2) broad market themes to understand the overarching trends that are driving investor demand and, (3) investors' portfolio profiles to determine "fit" based on current asset allocations and portfolio strategies. This approach ensures a comprehensive understanding of both the market environment demands and individual investor needs, resulting in targeting an audience that has the highest potential to place an order on pricing day. Ultimately, our efforts will be concentrated on building a deep order book to ensure that the City is not beholden to one or two large investors, and strategically leverages investor demand to create price tension and ultimately deliver aggressive pricing results.

Jefferies will harness the power of big data from multiple sources to provide the City a detailed and strategic roadmap for our investor targeting. We maintain an extensive and proprietary database of tax-exempt investors that we analyze and update with every Florida CB&A issuance. Additionally, we reference public databases like iPreo and Bloomberg to develop a targeted investor list to create strong competition for the City's bond offering. Please see the **Appendix A** for Jefferies' detailed marketing strategy for the City's Series 2024 Bonds.

OVERVIEW OF JEFFERIES' DISTRIBUTION PLATFORM. Key to Jefferies' success on our senior managed financings, as detailed herein, is our **consistent ability to introduce new investors for our issuer clients' bonds which results in a broader distribution**. Our platform is well-suited to deliver superior market execution to the City, particularly during times of volatility, as we provide: (i) one of the largest dedicated municipal salesforces on Wall Street; (ii) a balanced platform that delivers cost-effective retail distribution (with a focus on professional retail, but also includes access to individual retail); (iii) a strong secondary market presence (Jefferies regularly accounts for approximately 10% of all MSRB-reported trades) that allows us to be acutely aware of prevailing levels and investor preferences; (iv) experienced senior underwriters focused on a cooperative, hands-on approach to managing the syndicate; and (v) a demonstrated willingness to underwrite unsold balances well in excess of our liability.

Superior Coverage of Institutional Accounts. The cornerstone of our distribution network is our institutional salesforce. With 11 salespeople dedicated to the buying and selling of municipal securities (in addition to ten dedicated municipal traders and three underwriters supported by one additional underwriting professional), our team is among the largest and most seasoned on Wall Street, five of which have 20+ years of experience. **We provide unparalleled access to a broad array of accounts, covering approximately 400 portfolios holding more than \$1 trillion in municipal assets.** The size of our salesforce allows us to effectively cover key institutional investors without neglecting smaller institutions or retail clients.

JEFFERIES' PLAN OF FINANCE CONSIDERATIONS. The City currently plans to issue bonds to fund three projects: waterfront property, undergrounding of overhead utilities, and the crosstown connector roadway. Below we have compared a level debt service structure and a wrapped structure. We have also provided additional structures to consider based on current market dynamics. *All scenarios assume pricing in November 2024 and delivery on December 5, 2024.*

Base Case – 20-Year Level Debt Service. Jefferies' Base Case scenario includes a 20-year Level Debt Service structure. Under this scenario, the City's proposed Series 2024 Bonds amortize from 8/1/2025 – 8/1/2044 with average annual debt service of approximately \$1.82 million. Assuming current market conditions, **the All-In TIC for a 20-year level debt service structure is 3.86%.**

Alternative Scenario – Wrapped Structure. Although the City has a low debt burden and no existing bonds outstanding, there are three outstanding notes with principal totaling approximately \$25 million (as of FY2023). Annual debt service on the existing notes is approximately \$3.34 million through FY2028 then gradually decreases through the final maturity in FY2037. The City may want to consider wrapping the new money bonds around the outstanding notes. By structuring the Series 2024 Bonds to begin amortizing in 2032, debt service on the Series 2024 Bonds would be approximately \$699,000 lower (on average) through FY2031. We note that since more bonds are structured longer on the curve, debt service is approximately \$1 million higher from FY2038 to FY2044. Although debt service is higher in years 2038-2044, the City's optionality increases by adding \$5.8 million callable bonds. Furthermore, historically, wrapped structures resulted in a significantly higher all-in TIC, but due to the inversion of the yield curve, the all-in TIC of the wrapped structure is only 14 bps greater (at 4.00%) than the level debt service structure.

Maximize Investment Earnings on Bonds Proceeds. The City can take advantage of current market dynamics to maximize its earnings potential on the Series 2024 Bond proceeds. The current market's high short-term investment rates and a relatively flat and inverted US Treasury curve (through 10 years) create a unique opportunity to invest bond proceeds (from new money issuances) at, or above, the arbitrage yield for new money financings. For example, assuming the City were to issue approximately \$22.7 million of bonds to fund \$25 million of capital projects, the current SLGS rate (e.g., 1-year SLGS rate is 3.92%, representative of current investment rates) is 66 bps above the estimated arbitrage yield (3.26%) – assuming 20-year level debt service. While capital projects are being completed, the City could earn an estimated \$1.10 million on the unspent bond proceeds (over a two-year period), assuming it invests at the arbitrage yield. Furthermore, if the City invests above the arbitrage yield and meets certain IRS spend-down requirements, the City can keep the positive arbitrage, resulting in incremental earnings of \$163,000 when compared to investing at the arbitrage yield, or \$1.26 million in aggregate earnings. This incremental earnings potential can offset fluctuating project costs.

PRELIMINARY PRICING. The adjacent table provides Jefferies' current market tax-exempt spreads for the City's Series 2024 Bonds **assuming credit ratings in the "AA" category.** We have assumed market conditions as of September 23, 2024, for a 20-year level debt service structure, all 5.00% coupons, and an 8/1/2034 par call. While we include all 5.00% coupons to take advantage of current market dynamics and

maximize optionality, the City should remain flexible regarding couponing. As pricing approaches, Jefferies will work with the City and its Municipal Advisor to determine the coupon structure that results in the lowest cost of the debt.

Series 2024 Bonds – Summary Statistics		
	20-Year Level	20-Year Wrapped
Par Amount	\$22,680,000	\$22,495,000
Premium	\$2,741,689	\$2,930,913
Project Fund	\$25,000,000	\$25,000,000
Amortization	2025-2044	2032-2044
All-In TIC	3.857%	4.000%
Arbitrage Yield	3.262%	3.392%
PV of 1 BP	\$16,907	\$19,568
Average Life	11.7 years	15.1 years
Total Debt Service	\$35,975,150	\$39,455,336
Avg. Annual Debt Service	\$1,830,279	\$2,007,338
Aggregate MADS 2026	\$5,156,125	\$4,464,125

Jefferies' Preliminary Scale (Assumes 5% Coupons)							
Yr	MMD (9.23)	Spreads (bps)	Yield	Yr	MMD (9.23)	Spreads (bps)	Yield
1	2.50%	22	2.72%	11	2.69%	42	3.11%
2	2.30%	24	2.54%	12	2.73%	44	3.17%
3	2.28%	26	2.54%	13	2.77%	44	3.21%
4	2.30%	28	2.58%	14	2.80%	44	3.24%
5	2.31%	31	2.62%	15	2.88%	44	3.32%
6	2.39%	31	2.70%	16	2.96%	44	3.40%
7	2.47%	34	2.81%	17	3.05%	46	3.51%
8	2.55%	36	2.91%	18	3.11%	47	3.58%
9	2.59%	38	2.97%	19	3.17%	48	3.65%
10	2.63%	40	3.03%	20	3.24%	48	3.72%

PROPOSED FEES AND EXPENSES

Outline takedowns by maturity, management fee, expenses, underwriters' counsel

The level of takedowns on any given negotiated transaction can reflect multiple factors, including structure, market conditions, and credit rating, all with the goal of maximizing the distribution of securities to achieve the lowest possible interest rate cost. To stress our desire to serve as senior manager for the City, we have proposed takedowns by maturity that will help the City to achieve the best execution for its Series 2024 Bonds, at the lowest cost of capital.

Assuming an estimated \$22.7 million in par, the table below highlights our proposed average takedown of \$3.53/bond. Jefferies' believes the proposed takedown is relative of recent financings by similarly rated Florida issuers of bonds secured by non-ad valorem revenues. Furthermore, Jefferies believes our proposed takedown range is appropriate as it incentivizes participating salesforces to find the broadest and most aggressive buyer base for the City's Series 2024 Bonds. In the table, we have also provided a breakdown of the expected underwriters' discount fee. We note that some fees will vary based on the total par amount, number of CUSIPs, syndicate make-up, and Jefferies' out-of-pocket expenses to the extent incurred.

City of Destin Florida – Capital Improvement Revenue Bonds, Series 2024 Proposed Takedowns by Maturity and Expenses ⁽¹⁾					
Takedown by Maturity	\$/bond	Expense Components	\$/bond	\$ Total	
2025-2029	\$3.00	iPreo ⁽²⁾	0.077	1,740	
2030-2034	\$3.25	iPreo Order Monitor	0.034	778	
2035-2039	\$3.50	Day Loan	0.015	351	
2040-2044	\$4.00	CUSIP Fee ⁽³⁾	0.055	1,256	
		DTC	0.043	0.043	
		0.020	445	445	
		0.088	2,000	2,000	
		1.323	30,000	30,000	
		0.022	500	500	
Gross Spread	\$/bond				
Average Takedown	\$3.535				\$80,185
Management Fee	-				-
Expenses	1.677				38,045
Gross Spread⁽⁶⁾	\$5.213				\$101,149
		Total Expenses⁽⁶⁾	\$1.677		\$38,045

(1) Assumes \$22.7 million par amount to gross fund \$25 million project costs.

(2) Assumes 3 wires sent.

(3) Assumes 20 CUSIPs.

(4) Not-to-exceed – to be negotiated with City.

(5) Estimated; only billed to the extent incurred.

(6) Totals may not equal due to rounding.

Given that we expect the City's Capital Improvement Revenue Bonds to achieve ratings in the "AA" category or higher, we do not believe that credit enhancement will provide any benefit in the current market. Furthermore, investors tend to perform their own credit analysis and in the current market have shown a preference for additional yield over credit enhancement.

Appendix A

Jefferies' Marketing Strategy

Jefferies' Marketing Strategy for the City of Destin	
Jefferies' Investor Marketing Platform Provides Marketing and Distribution Transparency	▪ Dedicated resource to the City with unmatched focus on institutional investors ▪ Provides real-time market intelligence, focusing on creating a broad and diverse investor base for the City's inaugural CB&A financing, with the goal of ultimately lowering the City's borrowing cost ▪ Throughout the marketing process and as pricing nears, we run a fully transparent process with ongoing dialogue with the City and its advisors on early reads from accounts and likely transaction participants
Post EMMA Announcement	▪ Consider posting an EMMA notice to notify investor community of the transaction; highlights estimated size and timing of financing ▪ Accomplishes two goals: (1) investors can plan to have capacity if they want to participate and (2) provides opportunity for Jefferies Investor Marketing to have dialogue with investors regarding the City's transaction and receive early feedback
Identify Target Buyers Through Data-Driven Approach	▪ Leverage data-driven analytics (e.g., up-to-date market technicals including fund flow data, investor holdings, investor portfolio analytics, secondary trading, etc.), to inform investor targeting and develop an internal and external communications strategy that engages and educates the market (see targeting details above) ▪ Jefferies Investor Marketing will present to the City its investor analysis and discuss the strategy regarding engagement with potential investors
Early Release of Preliminary Official Statement	▪ Releasing the POS at least one week prior to pricing will ensure adequate approval time for credit analysts and discussions with portfolio managers ▪ Jefferies will track which investors have downloaded and viewed the POS, signaling early interest in the financing
Post Online Roadshow Presentation	▪ Concurrently with the POS, post an investor roadshow presentation (crafted by Jefferies) to distill key points of the City's underlying credit and the financing into an easily digestible manner for investors ▪ Most efficient way to reach the broadest group of investors; provides a roadmap of investor engagement; low-cost but high-impact ▪ Jefferies consistently develops investor presentations for several well-established municipal borrowers, including all recent Florida transactions; we have received positive feedback on our approach and attention to detail on this important aspect of the marketing process from these issuers, their financial advisors, and investors alike
Internal Communication + Teach-In	▪ Once the POS and investor roadshow are posted, we will broadcast the financing to our municipal salesforce team and Wealth Management Group (to target high net-worth retail buyers), who will in turn begin to discuss the financing with their respective coverage accounts ▪ Jefferies' Investor Marketing Team also schedules teach-ins with our municipal salesforce team to ensure they are educated on the City's credit fundamentals and strengths
Potential Investor 1x1 Calls (as needed)	▪ Jefferies' Investor Marketing and Banking Team members answer many investor questions during the marketing process, endeavoring to schedule calls only with high-impact investors or in instances where we cannot answer questions ourselves (or where it is better to have the response come from the City)
Remain Flexible	▪ Critical to our approach on senior managed mandates, given the degree of volatility in the market, is remaining flexible as pricing approaches ▪ Jefferies will leave no stone unturned when it comes to preparing for pricing, which importantly includes having discussions with the City and its Municipal Advisor well in advance of pricing so that we are aware of the various 'levers' we may or may not have at our disposal during pricing, including structural (e.g., appetite for alternative couponing, call features, amortization) and timing flexibility

**Demonstrated
Commitment to
Underwriting**

- We believe one of the most important measures of our commitment to our clients is our willingness and ability to deploy the Firm's capital
- **Investors are acutely aware that when demand does not materialize at market levels on Jefferies' senior managed transactions, we hold the line on pricing and underwrite bonds to maintain price integrity**

Appendix B

Addendum 1

ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS FOR INVESTMENT BANKING/UNDERWRITING SERVICES
\$25,000,000* CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Request for Qualifications for Investment Banking/Underwriting Services ("RFQ") and is hereby made a part of the proposal documents. Per the RFQ, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Tentative RFQ Schedule found on page 1 of the RFQ is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Committee Results/Recommendations Presented to City Council

Responses to the RFQ are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

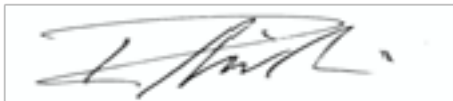
END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Rawen N. Williams

Print Name



Signature

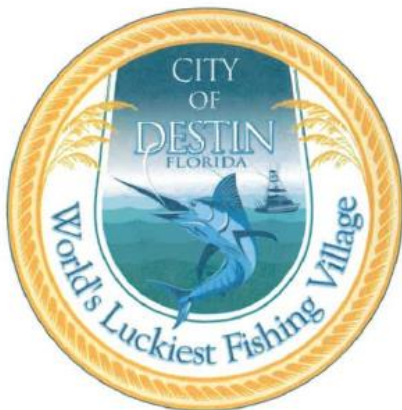
9/25/2024

Date

Request for Qualifications

City of Destin

September 26, 2024



Primary Contacts

J. Michael Olliff
PNC Capital Markets LLC
Managing Director
813.602-0499
michael.olliff@pnc.com

John Gormley
PNC Bank N.A.
Senior Vice President
850.857.5073
john.gormley@pnc.com



MUNICIPAL ADVISOR AND G-17 DISCLOSURE

PNC Capital Markets LLC ("PNCCM") is providing the information contained in this document for discussion purposes only in anticipation of serving as an underwriter to the person to whom this document is addressed. The information provided herein is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended ("Exchange Act"), unless such information is provided (i) within the scope of an underwriting of an issuance of municipal securities for which PNCCM is acting or seeking to act as underwriter, (ii) to a person that is separately advised by an independent registered municipal advisor, pursuant to the requirements of Exchange Act Rule 15Ba1-1(d)(3)(vi), or (iii) in response to a written or oral request for proposals or qualifications. PNCCM is not acting as a municipal advisor, and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act, with respect to this communication or any related municipal financial product or issuance of municipal securities. PNCCM is not recommending any action to any municipal entity or obligated person and such entity should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

The following disclosures are required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17, as PNCCM proposes to serve as an underwriter, and not as a financial advisor, municipal advisor or fiduciary to any person or entity, in connection with the issuance and sale of securities for the person to whom this is addressed:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with all persons, including both municipal issuers and investors.
- (ii) An underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with an issuer; and an underwriter has financial and other interests that differ from those of such an issuer.
- (iii) Unlike a municipal advisor, an underwriter does not have a fiduciary duty to an issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of that issuer without regard to its own financial or other interests.
- (iv) An underwriter has a duty to purchase securities from an issuer at a fair and reasonable price, but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.
- (v) An underwriter will review the official statement, if any, for those securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.
- (vi) The issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the issuer's interests in the transaction.

STANDARD DISCLOSURE

PNCCM, member FINRA and SIPC, is a wholly owned subsidiary of The PNC Financial Services Group, Inc. ("PNC") and affiliate of PNC Bank, National Association ("PNC Bank"). PNCCM is not a bank or thrift, but rather, it is a separate and distinct corporate entity from its bank affiliate.

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PNC Capital Markets is the marketing name used for investment banking and capital markets activities conducted by PNC through its subsidiaries PNC Bank and PNCCM. Securities underwriting, sales and trading services are provided by PNCCM. Foreign exchange and derivative products are obligations of PNC Bank, National Association.

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September 26, 2024

Rey Bailey
City Clerk
City of Destin, Florida

Dear Mr. Bailey:

On behalf of PNC Capital Markets LLC ("PNCCM" or the "Firm") and our corporate parent, the PNC Financial Services Group, Inc. ("PNC"), we would like to thank you for the opportunity to submit our interest to serve as underwriter for the City of Destin, Florida (the "City"). We believe the combination of our extensive underwriting experience, top quality distribution capabilities, and technical expertise differentiate our firm and makes us a desirable candidate to serve the City as an underwriter.

INTEGRATED PLATFORM. PNC Public Finance is aligned in a fully integrated organizational structure, with PNCCM's investment bankers and PNC Bank's relationship managers organized within one department. Given this unique organizational structure the City will benefit from a full array of financing and banking tools from one firm, allowing an efficient and streamlined allocation of structure, capital, credit solutions and other resources in a consolidated, orchestrated approach. This distinguishes PNCCM and PNC Bank National Association ("PNC Bank" or the "Bank") from most traditional broker/dealers and commercial banks, [allowing PNC to develop creative solutions while delivering structuring flexibility through access to PNC's full breadth of financial products and services.](#)

HIRING IN THE SOUTH. PNC Public Finance has recently expanded its presence in the South, with the hiring of Mark Pryce on our underwriting desk. Mr. Pryce has previous experience with other Wall Street banks and brings to the firm two decades of extensive negotiated and competitive pricing experience to our clients through his role on our municipal underwriting desk. Mr. Pryce is PNCCM's senior underwriter assigned to our Florida transactions.

BALANCE SHEET AND WILLINGNESS TO COMMIT CAPITAL. PNCCM's capacity to underwrite municipal bonds has experienced a dramatic increase over the past few years, and the market turmoil of the past year has witnessed numerous examples of supporting our clients with our balance sheet. As of July 31, 2024, PNCCM has an underwriting capacity of approximately \$12.61 billion.

Thank you for your time and consideration in reviewing PNCCM's qualifications. With a local presence, a robust capital position and relevant lead banker execution experience, we look forward to providing the highest level of service in achieving the City's desired financing results on its proposed transactions. Please feel free to reach out should you have any questions as you review our proposal.

Sincerely,



J. Michael Olliff
Managing Director
PNC Capital Markets LLC
m: 813.602.0499
e: michael.olliff@pnc.com



John Gormley
Senior Vice President
PNC Bank N.A.
m: 850.857.5073
e: john.gormley@pnc.com

FIRM BACKGROUND & EXPERIENCE

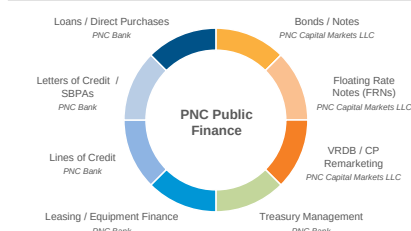
1. Please provide a description of your firms corporate and developmental structure, including the size of the firm (By assets), the size of your firms public finance investment banking department, and the relationship of your public finance bankers to relevant departments such as sales, trading, underwriting, and commercial banking, as applicable. Include the amount of capital available to your firms underwriting desk.

HISTORY OF FIRM. The PNC Financial Services Group, Inc. (NYSE: PNC) (“PNC” or the “Company”) is one of the largest and most diversified financial services firms in the United States. PNC offers a wide range of services for our entire customer base of individuals, small businesses, corporations, and governmental entities. PNC provides consumer and small business banking, residential mortgage banking and corporate and institutional banking across the continental United States. Since the Company’s founding in 1922, PNC has been committed to providing our clients with outstanding service and powerful financial expertise to help with their financial goals. We are proud of our longstanding history of supporting not only our customers but also our communities, employees, and shareholders.

Additionally, accelerating PNC’s national presence, on October 12, 2021, PNC completed its conversion of BBVA USA, which substantially enhances PNC’s scale and distribution in the Southwest and West, including the State of Florida (“Florida” or the “State”). Through this acquisition, PNC is one of the largest diversified financial services institutions in the United States with approximately 60,000 employees in more than 40 states across the country. PNC provides consumer and small business banking, as well as residential mortgage banking and corporate and institutional banking, across the continental United States. PNC now has a retail or commercial presence in 30 of the country’s 30 largest markets serving markets that represent 65% of the U.S. population. Additionally, PNC’s Public Finance department is comprised of 67 employees, including 29 members of PNCCM. Additional information is available at www.pnc.com.

UNIQUE ORGANIZATIONAL STRUCTURE. PNC Capital Markets LLC (“PNCCM” or the “Firm”) is PNC’s designated provider of investment banking services and PNC Bank provides credit and lending products. Since PNCCM’s bankers and PNC Bank’s relationship managers both report to Rob Dailey, the head of PNC Public Finance, the integrated structure allows for coordinated capital markets and bank solutions for our clients. This structure distinguishes PNCCM and PNC Bank from most traditional broker-dealers and commercial banks, as it enables our group to develop creative solutions specifically designed to meet the financing needs of a municipal issuer. Accordingly, clients can be assured that they will be presented with multiple solutions that can meet various financing goals.

An Extensive and Fully Integrated Public Finance Platform



Note: PNC Bank, NA offers public finance lending and banking services, and PNC Capital Markets LLC (PNCCM) provides securities underwriting, sales and trading, and capital markets activities.

SIZABLE UNDERWRITING CAPACITY AND A WILLINGNESS TO COMMIT CAPITAL. An important consideration for an issuer is an underwriter’s willingness to use its capital to support a transaction, which is important during periods of market volatility. PNCCM has a strong capital position and has consistently demonstrated its willingness to underwrite unsold bonds in challenging markets. As of July 31, 2024, PNCCM has approximately \$883 million of excess net capital for trading and underwriting activities, which equates to an **underwriting capacity of \$12.61 billion**. The adjacent table provides our equity capital and excess net capital.

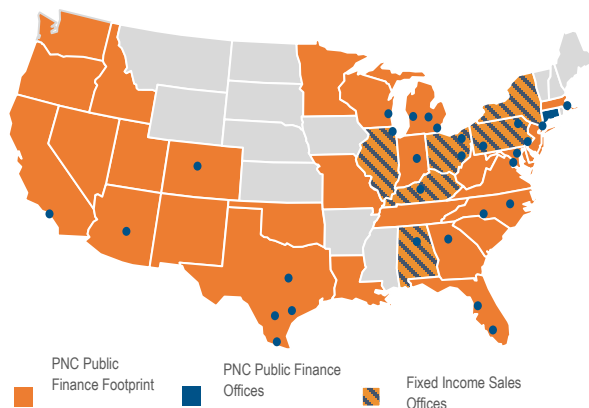
CAPITAL POSITION AND UNDERWRITING CAPACITY *

Total Firm Capital	\$1,073,154,758
Total Equity Capital	\$1,073,154,758
Net Capital	\$883,433,033
Excess Net Capital	\$883,183,033
Underwriting Capacity	\$12.61 billion

*As of July 31, 2024. From PNCCM’s excess net capital, underwriting capacity is a number based on the assumption that at the time of an underwriting all of PNCCM’s excess net capital is allocated toward the underwriting of municipal securities at a maximum haircut of 7%.

PNC FLORIDA PRESENCE

2. Please provide your firm's physical presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle. Include the number of public finance bankers and offices and the number of retail brokers and offices. You may include the number of commercial bank locations, if applicable, and any other measure of corporate presence that you feel is relevant.



LOCATION OF SERVICES PROVIDED. PNCCM takes pride in having public finance personnel located in the geographic areas they serve. As members of the community, our personnel and staff have a stake in the success of the local region and seek to offer solutions that benefit the areas where they work and reside. PNCCM maintains offices in Pittsburgh, Philadelphia, Scranton, Cleveland, Columbus, Chicago, New York, Atlanta, Charlotte, Raleigh, Denver, **Tampa**, Dallas, San Antonio, and Phoenix. This coast-to-coast presence assures clients receive the expertise, financial strength, and execution capability generally associated with a Wall Street firm, complemented by the personal, knowledgeable, and attentive service traditionally provided by a regional firm. In addition, John Gormley, PNC Bank N.A. Relationship Manager, is located in our corporate office in Pensacola Florida.

PNC Public Finance continues to add professionals and capabilities which is in contrast to many firms that have cut personnel, curtailed public finance operations, or have exited the business entirely. Over the past several years, PNC has continued to bolster its public finance team with strategic new hires to expand its geographic coverage and increase its market expertise with the addition of experienced individuals. Recently, PNC hired Mark Pryce as a municipal bond underwriter as the firm expands its presence in the Southwestern United States. Mr. Pryce has more than 20 years of municipal underwriting experience and brings strong national and local connections with issuers and municipal advisors. Mark's hiring shows that regardless of industry headwinds, PNC Public Finance is committed to expanding its presence from coast to coast. Ultimately, PNC is committed to growing the public finance business and adding resources in a strategic manner that enhance the Firm's capabilities, as well as maintaining its existing, established markets.

FLORIDA PRESENCE. PNC Bank has a corporate hub in Pensacola, FL located at 5055 Bayou Blvd. That office consists of a Regional President, Public Finance, Commercial, Private Banking and Retail personnel which all cover the Florida Panhandle. In addition, PNC has seven other branches in the Panhandle with four of those branches located in Okaloosa County with one of those located in the City of Destin. PNC Bank has over 60 employees over the eight branches in the Florida Panhandle.

PNC has a dedicated Public Finance division with three Public Finance bankers located in Florida. John Gormley, Senior Vice President of Public Finance is based in Pensacola, Florida and covers all banking, finance, investments and capital markets for public entities located in the Florida Panhandle. As a native of Pensacola, John has spent his entire 26 years of Banking in the Florida Panhandle. John's current public finance portfolio for the Florida Panhandle include over \$300 million in public loans outstanding and over \$190 million in public deposits outstanding. Mr. Michael Olliff will be the City's lead investment banking contact for PNC Capital Markets LLC and is located in our Tampa, Florida office.

Okaloosa County Branch locations are as follows:

- Destin Location: 34905 Emerald Coast Pkwy, Destin, FL
- Fort Walton Beach Location: 101 Racetrack Rd NW, Fort Walton Beach, FL
- Niceville Location: 1130 E John Sims Pkwy, Niceville, FL
- Crestview Location: 728 N Ferdon Blvd, Crestview, FL

PNC Bank's footprint in the rest of Florida includes over 150 branches and over 1050 employees with corporate hubs in Tampa, Palm Beach Gardens and Jacksonville.

PROPOSED DEAL TEAM

3. Please provide a list of the investment banker(s) who will be assigned to the City as well as a brief resume for each, highlighting relevant transactional experience. Please do not include individuals who will not be directly involved with the City's financing activities.

FINANCE TEAM EXPERIENCE. **Michael Olliff, Managing Director**, will serve as the Firm's day-to-day investment banking contact with responsibility for the ongoing engagement with the City. Mr. Olliff serves as the Lead Banker of PNC's Public Finance Capital Market Operations for the Florida market and is located in Tampa. Mr. Olliff handles bond underwriting transactions for local governments, major government, school districts, authorities, transportation issuers and quasi-governmental entities throughout the State. He is experienced in all types of municipal debt transactions including, but not limited to, fixed rate financings (tax-exempt and taxable), variable rate financings, interest rate swaps, bank loans and floating rate notes.

The below table provides an overview of the financing team and complete biographies for all team members, in addition to the above, can be found in **Appendix A**. Michael Olliff, Kaitlyn Doherty, Mark Pryce and Adam Maisano specifically will be available to perform the tasks associated with the RFQ and all other team members will be involved for each City transaction.

Role/Office Location	Professional	Experience
Public Finance Investment Banking – PNCCM		
Engagement Leader (Tampa, FL)	J Michael Olliff <i>Managing Director, Lead Banker</i>	25+ years of Florida municipal finance experience will serve as the primary contact for the City.
Engagement Team (Philadelphia, PA)	Kaitlyn Doherty <i>Associate, Analytical Support</i>	2+ years of experience in government and higher education, provides transactional support and will assist with day-to-day activities.
Public Finance Banking – PNC Bank N.A.		
Relationship Management (Pensacola, FL)	John Gormley <i>Senior Vice President, Relationship Manager</i>	26 years of serving municipal finance and commercial banking clients in Northwest Florida
Municipal Underwriting, Trading, Remarketing & Sales – PNCCM		
Underwriting / Institutional Sales (Dallas, TX & New York, NY & Philadelphia, PA & Pittsburgh, PA)	Mark Pryce <i>Managing Director, Senior Underwriter & Trader</i>	20 years of experience, focuses on the pricing, trading, and underwriting efforts on fixed rate municipal securities
	Adam Maisano <i>Managing Director, Underwriter & Trader</i>	20 years of experience, focuses on the pricing, trading, and underwriting efforts on fixed rate municipal securities
	Matt Schiavi <i>Managing Director, Manager of Municipal Analytics & Operations</i>	16 years of experience, focuses on data analytics for issuers including trading activity, bondholder analysis, and market updates
	Anthony Taormina <i>Managing Director, Underwriter & Trader</i>	13 years of experience, focuses on the pricing, trading, and underwriting efforts on taxable municipal securities
	Rob Leppert <i>Managing Director, Municipal Sales Manager</i>	29 years of experience, heads PNCCM's institutional sales efforts of municipal securities

PNCCM DEAL EXPERIENCE

4. Please provide the following:

A. A list of Florida CB&A transactions your firm has underwritten since January 1, 2022. Please include Delivery Date, Issuer, Par Amount, Ratings/Credit Enhancement, and Term of Final Maturity

FLORIDA UNDERWRITING EXPERIENCES: Since January 1, 2022, PNCCM has served as underwriter on 31 negotiated transactions in the State of Florida, totaling over \$5.2 billion in par, as detailed in the table below. Of those transactions, the Firm was senior manager on 11 transactions equaling approximately \$574 million in par. A detailed list of all transactions reflected in the below table can be found in [Appendix B](#). Of these deals, 11 were CB&A issuances.

PNCCM's Negotiated Florida Underwriting Experience since January 1, 2022						
Year	Senior/Sole Manager		Co-Manager		Total	
	# Of Deals	Par (\$MM)	# Of Deals	Par (\$MM)	# Of Deals	Par (\$MM)
2024 TYD	9	448.58	7	2,183.97	16	2,632.55
2023	1	11.37	8	1,831.72	9	1,843.09
2022	1	114.41	5	678.08	6	792.49
Total	11	574.36	20	4,693.77	31	5,268.13

Source: SDC Platinum

B. Your firm's long-term underwriting ranking in Florida and Nationally for the period from January 1, 2022 through June 30, 2024. Please separate by negotiated and competitive sales

FIRM RANKINGS. Over the period from January 1, 2022 through June 30, 2024, PNCCM has ranked 24 nationally by negotiated par amount (Book Runner True Economics to Each Book Runner) and 29th by number of issues. Over the same time period, PNCCM has been ranked 15th in the state of Florida by par amount and 16th by number of issues.

COMPETITIVE FIRM RANKINGS. Over the period from January 1, 2022 through June 30, 2024, PNCCM has ranked 31st nationally by competitive par amount (Book Runner True Economics to Each Book Runner) and 35th by number of issues. Over the same time period, PNCCM has been ranked 17th in the state of Florida by par amount and 9th by number of issues.

NEGOTIATED FIRM RANKINGS. Over the period from January 1, 2022 through June 30, 2024, PNCCM has ranked 20th nationally by negotiated par amount (Book Runner True Economics to Each Book Runner) and 20th by number of issues. Over the same time period, PNCCM has been ranked 15th in the state of Florida by par amount and 16th by number of issues.

NATIONAL SALES FORCE AND DISTRIBUTION CAPABILITIES. With an extensive, multi-tiered institutional and retail distribution platform, PNC deploys its extensive network of underwriting and sales professionals, which includes: **6 municipal underwriters with significant depth of market intelligence and secondary trading activity**, 5 dedicated municipal support staff; and 43 fixed income institutional sales personnel, including 8 municipal sales specialists. While we do not have any trading personnel in Florida, however, our sales force is licensed to transact business within the State of Florida.

DISTRIBUTION CAPABILITIES. PNCCM's strong pricing and bond distribution capabilities ultimately stem from the Firm's goal to provide clients with superior financing outcomes. **With no State income tax, institutional investors treat Florida credits as a national credit, and we strive to distribute our transactions to our large network of investors.** PNCCM's municipal specialists are supported by a securities distribution network that covers institutional accounts, high net worth investors, and in certain circumstances individual retail customers. Furthermore, PNCCM's underwriting activity across a geographically diverse footprint generates broad market intelligence and results in "on market" pricing for clients. Certain attributes of PNCCM's underwriting and distribution credentials include market knowledge from having served as an underwriter on negotiated issues within the State of Florida and across our footprint and the following:

- Experienced traders, underwriters, and sales personnel dedicated to sales and trading of tax-exempt and taxable municipal securities.
- A broad distribution network with regional and geographic diversification.

- Active coverage of all the Tier I and Tier II large and medium-sized municipal buyers including bond funds, insurance companies, and corporations.
- Strong relationships with Tier III and Tier IV investors such as local bank trust departments and investment advisors, which are often overlooked by other underwriters.
- PNCCM's Municipal Analytics Group which aggregates and analyzes market data to facilitate the successful pricing of bond transactions.

INSTITUTIONAL DISTRIBUTION CAPABILITIES. PNCCM's sales force provides coverage to various investors that purchase the variety of municipal issuer debt that the Firm brings to the market. In addition to coverage of large bond funds, insurance companies, and corporations, the network also focuses on smaller institutional buyers such as bank trust departments, registered investment advisors, and municipalities in order to provide broad and diverse distribution. PNCCM's institutional sales force actively covers over 700 accounts and the following types of investors:

- | | |
|--|-------------------------------------|
| ▪ Money market funds | ▪ Registered investment advisors |
| ▪ Corporations and municipalities | ▪ Separately Managed Accounts (SMA) |
| ▪ Bond funds (national & state specific) | ▪ Insurance companies |
| ▪ Bank trust departments | ▪ Arbitrage / hedge funds |

PNCCM ADVANTAGE: UNIQUE DISTRIBUTION CHANNELS. In addition to covering the Tier I and Tier II accounts, PNCCM's philosophy of actively covering the Tier III and Tier IV investors is unique in comparison to other underwriters. Through PNCCM's generalist sales team and Financial Institutions Group, the focus on middle-market and smaller investors differentiates PNCCM from many larger underwriters that solely dedicate their coverage to large institutional accounts. PNCCM's active coverage of multiple types of municipal investors offers our clients a strong distribution platform. Expanding the potential investor base and creating demand from a diverse set of investors during a bond sale allows PNCCM the ability to deliver a favorable financing outcome.

EXPERIENCE WITH THE CITY

5. List any prior transactions executed with any analysis submitted to, or any other services provided by your firm to the City since January 1, 2022

PNC'S INTERACTIONS WITH THE CITY. Since January 1, 2022, PNC has met with the City 8 times.

- **August 2022:** Meeting with Krystal regarding PNC purchase card program capabilities and analysis of City's payable needs.
- **January 2023:** Meeting with Krystal and provided service information on existing loan to the City.
- **October 2023:** Meeting with Krystal introducing new Treasury Management Partner (Cassandra) and discussion of deposit/treasury capabilities and analysis of the City's treasury management needs.
- **April 2024:** Meeting with Krystal discussing the City's upcoming debt needs and, PNC's capabilities. Also, discussed maximizing return on deposits through PNC's Liquidity Portal product.
- **April 2024:** Virtual meeting with Krystal to introduce and demo PNC's Liquidity Portal product for maximizing return on short term deposits.
- **May 2024:** Meeting with Krystal to discuss upcoming debt issuance and introduction of Capital Markets partner (Mike Olliff) regarding the City's needs and PNC's debt capital markets capabilities. Provided the City with municipal market update and overall debt environment.
- **May 2024:** Meeting with Krystal with Treasury Management partner (Cassandra) to discuss general treasury management services/capabilities and PNC's state of the art fraud control products.
- **July 2024:** Meeting with Krystal regarding timeline on debt issuance and general analysis of the project and future projects.

INDICATIVE SCALE

6. The City if preparing to issue bonds backed by a Covenant to Budget & Appropriate in an amount sufficient to fund approximately \$25 million of capital improvements. What recommendations do you have for the City regarding selection of rating agency/agencies, use of bond insurance, structural features, and/or marketing of the transaction for best execution? Please provide estimate spreads to 'AAA' MMD or BVAL indices based on your perception of the City's credit quality (1-20 years).

PRELIMINARY STRUCTURING CONSIDERATIONS. Based on discussions with our desk, with the assumed par size of under \$25 million, we believe the City will only need one underlying rating for this transaction. We also recommend the City sell this transaction with Bond Insurance. Bond insurance is relatively in-expensive right now and adding it to the transaction will likely enhance the marketability of the bonds at lower interest rates. Further, we suggest the City pursue a rating from Standard & Poor's which is widely accepted by investors and also rates the bond insurers.

We are providing two scenarios for the City's consideration for the upcoming issuance. The first scenario is structured for level debt service (roughly the same annual payment) throughout the life of the bond transaction. This structure results in an annual debt payment of approximately \$1.8 million with a True Interest Cost of 3.68%. This structure does not take existing debt service into consideration resulting in a higher aggregate debt service payment of \$4.1 million in 2028, steadily dropping to \$2.4 million in 2032 and settling in the \$1.8 million annual payment range starting in 2038 after all the existing debt has matured.

To reduce this spike in aggregate debt service, the City could issue its bonds by wrapping the new debt around the existing debt. This structure reduces the maximum aggregate debt service payment to \$3.4 million in 2028 dropping to approximately \$2.6 million in 2030 through maturity of the 2024 bonds allowing for a lower payment structure for the City if needed. However, the estimated True Interest Cost for this transaction increases to 3.81%, a slight increase as principal payments are pushed towards the later years of the issue.

Please see the below table for a comparison of the transactions.

	Level Debt Service	Wrapped Debt Service	Year	Proposed Debt Service	
Sources				Level Debt Service	Wrapped Debt Service
Par Amount	22,525,000.00	22,350,000.00	2025	1,444,743	887,792
Premium	2,853,322.65	3,033,229.35	2026	1,818,750	1,117,500
Total	25,378,322.65	25,383,229.35	2027	1,817,750	1,117,500
Uses			2028	1,820,000	1,117,500
Project Fund	25,000,000.00	25,000,000.00	2029	1,820,250	1,117,500
Cost of Issuance	200,000.00	200,000.00	2030	1,818,500	1,562,500
Underwriter's Discount	104,044.16	103,500.94	2031	1,819,750	1,525,250
Insurance	71,977.99	77,623.58	2032	1,818,750	2,038,750
Additional Proceeds	2,300.50	2,104.83	2033	1,820,500	2,015,500
Total	25,378,322.65	25,383,229.35	2034	1,819,750	1,996,000
Bond Statistics			2035	1,816,500	1,975,000
True Interest Cost	3.68%	3.81%	2036	1,815,750	1,952,500
Total Interest	13,463,993.06	16,461,791.67	2037	1,817,250	1,928,500
Average Life	11.95	14.73	2038	1,815,750	2,638,000
Maximum Annual Debt Service	1,820,500.00	2,639,250.00	2039	1,816,250	2,639,250
Aggregate Maximum Annual Debt Service	4,124,710.83	3,422,210.83	2040	1,818,500	2,635,750
Average Annual Debt Service	1,818,136.05	1,960,741.65	2041	1,817,250	2,637,500
			2042	1,817,500	2,639,000
			2043	1,819,000	2,635,000
			2044	1,816,500	2,635,500
			TOTAL	35,988,993	38,811,792

PRELIMINARY PRICING LEVELS. Based on the structure and parameters set forth in the RFP, the below table provides a preliminary interest rate scale with market conditions as of September 13, 2024. PNCCM's underwriters arrived at these pricing levels through extensive analysis of comparable transactions that have recently priced. PNCCM has assumed an underlying A rating for the City and the use of insurance for the below scale.

City of Destin- Preliminary Pricing Levels (INSURED)				
Maturity Year (Oct 1)	Coupon (%)	AAA MMD 9.13.2024	Spread (bps)	Yield (%)
2025	5.000%	2.50	20	2.700%
2026	5.000%	2.35	22	2.570%
2027	5.000%	2.34	23	2.570%
2028	5.000%	2.34	25	2.590%
2029	5.000%	2.34	27	2.610%
2030	5.000%	2.39	28	2.670%
2031	5.000%	2.47	30	2.770%
2032	5.000%	2.55	32	2.870%
2033	5.000%	2.59	34	2.930%
2034	5.000%	2.63	35	2.980%
2035	5.000%	2.69	37	3.060%
2036	5.000%	2.75	38	3.130%
2037	5.000%	2.80	40	3.200%
2038	5.000%	2.82	40	3.220%
2039	5.000%	2.90	40	3.300%
2040	5.000%	2.98	40	3.380%
2041	5.000%	3.07	40	3.470%
2042	5.000%	3.13	40	3.530%
2043	5.000%	3.19	40	3.590%
2044	5.000%	3.24	40	3.640%

PROPOSED FEES & EXPENSES

7. Outline proposed takedowns by maturity management fee (if any), and detailed expenses for the proposed Series 2024 Bonds. Expenses should include underwriter's counsel fees based on the assumption that Disclosure Counsel will draft the POS and OS.

UNDERWRITING FEES. PNCCM pledges to work closely with the City to derive appropriate fee levels for the proposed financing. Our fee assumes PNCCM would act as senior manager and that the issue receives the expected A rating. Our takedown proposal is \$3.00 for every year. The following underwriter's discount summary is from our level debt service scenario. Fixed costs in the underwriter's discount component do not change for the wrapped debt service scenario.

Spread Component	\$/bond	Amount
Average Takedown	3.00000	67,575.00
Ipreo	0.10714	2,413.16
DTC	0.03552	800.00
Underwriter's Counsel	1.33185	30,000.00
Misc.	0.08879	2,000.00
CUSIP	0.05576	1,256.00
Total Gross Spread	4.61905	104,044.16

UNDERWRITER'S COUNSEL. If hired, PNCCM would propose using Nabors, Giblin & Nickerson, P.A. as underwriter's counsel who has provided a fee quote of \$30,000 for the transaction.

Nabors, Giblin & Nickerson, P.A.
(Tampa, FL)
Steve Miller
813.281.2222
smiller@ngn-tampa.com

APPENDIX A: RESUMES

PUBLIC FINANCE INVESTMENT BANKING – PNCCM

J. Michael Olliff
Managing Director
PNC Capital Markets LLC

Tampa, FL
813.602.0499
michael.olliff@pnc.com

Mr. Olliff has 25 years of Florida municipal finance experience including over 14 years working for another Wall Street bank as an investment banker. Mr. Olliff joined PNC Capital Markets in November 2019 and will coordinate all of PNC's resources to result in successful financings for his clients. Mr. Olliff is experienced in all types of municipal debt transactions including, but not limited to, fixed rate financings (tax-exempt and taxable), variable rate financings, interest rate swaps, bank loans and floating rate notes. Since 2005, Mr. Olliff has participated in over \$5.5 billion in Florida issuance including experience with Utility, CB&A, Stormwater, Certificates of Participation, Tax Increment and Sales Tax credits. He has experience with Florida issuers is extensive including issuances with Manatee County, Manatee County Port Authority, Manatee County Schools, Lee County Schools, Bay County Schools, Orange County Schools, City of Port St. Lucie, Pinellas County Schools, Hillsborough County Schools, Tampa Bay Water, City of Cape Coral, City of Miami Beach, Palm Beach County, City of Pembroke Pines, City of Ocoee, City of Mount Dora, Palm Beach County Solid Waste Authority, and Escambia County. Mr. Olliff graduated from Huntingdon College with a BA in Accounting and earned a Master of Accountancy degree from the University of Alabama. Mr. Olliff currently holds a Series 7, 52 and Series 63 FINRA licenses.

Kaitlyn Doherty
Associate
PNC Capital Markets LLC

Philadelphia, PA
215.999.4879
kaitlyn.doherty@pnc.com

Ms. Doherty joined PNCCM in 2022. Her areas of focus include governmental clients across the Southeast as well as higher education clients. Ms. Doherty has served as the lead analyst on numerous governmental transactions in the Southeast including issuances with the City of Cape Coral, City of Durham, City of Columbia, City of Charlotte, New Hanover County, Person County and Onslow County. Ms. Doherty graduated from Villanova University with a BA in Political Science and Economics. She holds the FINRA General Securities Representative (Series 7), the Municipal Securities Representative (Series 52) and the Uniform Securities Agent (Series 63) licenses. Ms. Doherty is also a member of the PREP Employee Business Resource Group at PNC.

PUBLIC FINANCE BANKING – PNC BANK N.A.

John Gormley
Senior Vice President, Relationship Manager
PNC Bank, N.A.

Pensacola, FL
850.857.5073
john.gormley@pnc.com

Mr. Gormley serves as your local Relationship Manager and joined PNC in August 2011. He has worked in the municipal finance and commercial banking industry in Northwest Florida for 26 years as a relationship manager. Mr. Gormley specializes in local governments (e.g., cities, counties, etc.), special independent taxing districts, charter schools, large not-for-profits entities, public school districts, and higher education. He works with his clients to identify needs and delivers thoughtful solutions while working with various product partner experts throughout the bank. Prior to joining PNC, Mr. Gormley worked with SunTrust Bank. Mr. Gormley graduated with a BS in Business from the University West Florida. He also holds the Series 52 and 63 FINRA licenses. While Mr. Gormley is a lifelong resident of Pensacola, his office is located at 5055 Bayou Blvd, Pensacola, FL 32503.

MUNICIPAL UNDERWRITING, TRADING, REMARKETING & SALES- PNCCM

Mark Pryce

Managing Director, Head: Municipal Underwriting & Trading
PNC Capital Markets LLC

Dallas, TX
214.360.5161
mark.pryce@pnc.com

Mr. Pryce brings more than two decades of experience to his role in municipal underwriting. He has worked as part of a team of public finance professionals responsible for the origination, distribution, structuring, and placement of fixed income municipal bonds. Mark has extensive negotiated and competitive experience with underwriting transactions across the United States. He holds a strong, diverse fundamental knowledge of different municipal entities and has cultivated several long-term relationships with issuers across various sectors. Mark has previously worked with Estrada Hinojosa & Co., Citi, BOK Financial, Bank of America Securities, LLC and Wachovia Bank NA. Mark is a graduate of the State University College at Buffalo. He currently holds FINRA Series 7, 53, 63, 79 and SIE licenses.

Adam Maisano

Managing Director, Head: Municipal Underwriting & Trading
PNC Capital Markets LLC

New York, NY
212.907.5785
adam.maisano@pnc.com

Mr. Maisano is a senior underwriter on PNCCM's Municipal Underwriting, Sales, and Trading desk. As one of the Firm's lead underwriters, he is involved in the pricing and sale of negotiated bond issues brought to market by PNCCM, and takes part in secondary market trading activity. Moreover, he bids on competitive bond sales throughout the country. Mr. Maisano interacts with current and prospective customers daily and serves as a liaison between sales professionals and their customers on various issues throughout the underwriting process.

Mr. Maisano joined PNCCM in 2005 and has over 20 years of underwriting and trading experience. Prior to joining PNCCM, he worked on the municipal underwriting and trading desk at Commerce Capital Markets in Philadelphia. Mr. Maisano graduated from Dickinson College in 2000 with an MA in Economics. He holds the Series 7, 31, and 66 FINRA securities licenses.

Matthew Schiavi

Managing Director, Manager: Municipal Analytics & Operations
PNC Capital Markets LLC

Pittsburgh, PA
215.585.1441
matthew.schiavi@pnc.com

Mr. Schiavi is a municipal trader for PNCCM and the Manager of the Municipal Analytics Group. He primarily works as an underwriter on bank qualified government transactions and trades in the secondary market to support PNCCM's institutional sales team. He also bids bank qualified competitive bond sales throughout the footprint. Mr. Schiavi joined PNCCM in 2008 and has 16 years of experience in the banking industry, 11 of which have been devoted to municipal underwriting and trading. Prior to joining the municipal desk, Mr. Schiavi worked as a financial institutions' analyst with PNCCM. He graduated from Carnegie Mellon University with a B.S. degree in Business Administration and received an MBA from The Wharton School at The University of Pennsylvania. He currently holds the FINRA Series 7, Series 53, and Series 63 licenses.

Anthony Taormina

Managing Director, Lead Taxable Underwriting
PNC Capital Markets LLC

Philadelphia, PA
412.762.2887
Anthony.taormina@pnc.com

Anthony Taormina is a taxable and general market tax-exempt underwriter on the Municipal Sales and Trading desk at PNC Capital Markets LLC. He is involved in the pricing, underwriting, and trading of all taxable municipal bond issues brought to market in the primary, competitive, and secondary space. Mr. Taormina joined PNCCM in 2011 and has 13 years of experience. He maintains an average daily inventory balance of \$20-\$50 million depending on client inquiries and liquidity needs and has transacted in over \$1B in secondary taxable trades. Mr. Taormina additionally oversees analytical output as it relates to the municipal and macro market and has extensive experience leading issuer-specific marketing plans and analyses to capitalize on underlying data trends. He currently holds the FINRA General Securities Representative (Series 7) and Uniform Securities Agent (Series 63) licenses.

Robert Leppert

Managing Director, Municipal Sales Manager
PNC Capital Markets LLC

Philadelphia, PA
412.762.8811
rob.leppert@pnc.com

Mr. Leppert is a Managing Director and the Municipal Sales Manager for PNCCM. He has been in the municipal bond business for 29 years and has sold several billion dollars in municipal securities. Mr. Leppert and his team are responsible for providing investor feedback to the underwriter and ultimately selling the securities to investors. The municipal sales group works daily with a variety of investors including banks, insurance companies, mutual funds, investment advisors, and hedge funds. He is a graduate of Allegheny College, where he earned a Bachelor of Science degree in Economics. He currently holds the FINRA General Securities Representative (Series 7), Municipal Securities Principal (Series 53), and Uniform Securities Agent (Series 63) licenses

APPENDIX B: FLORIDA EXPERIENCE TABLE

Sale Date	Issuer Name	Par Amount (\$mm)	S&P Rating	Moody's Rating	Fitch Rating	Credit Enhancer	Final Maturity Year	Role of PNCCM
4/5/2022	Florida Development Fin Corp	114.41	BBB				2056	LEAD
5/25/2022	Fort Pierce Utilities Authority	146.05	A		A;A	AGM	2052	CO-MGR
7/13/2022	St Johns Co School Board	85.46	AA-	Aa3		AGM	2047	CO-MGR
8/30/2022	Manatee Co-Florida	219.34		Aa1	AA+		2052	CO-MGR
8/31/2022	Monroe Co-Florida	41.34		Baa2	A-		2052	CO-MGR
8/31/2022	Palm Beach Co School Board	185.90		Aa3	AA-		2040	CO-MGR
5/5/2023	Lee Co School Board	136.41		Aa3	AA-		2048	CO-MGR
5/9/2023	Manatee Co-Florida	191.89		Aa1	AAA		2053	CO-MGR
5/10/2023	Manatee Co SD	151.73	A+		A	AGM	2038	CO-MGR
7/21/2023	St Lucie Co School Board	216.89	A+	A1		AGM	2053	CO-MGR
10/5/2023	Fort Lauderdale City-Florida	167.35	AA+	Aa1			2053	CO-MGR
10/5/2023	Fort Lauderdale City-Florida	343.82	AA+	Aa1			2053	CO-MGR
11/9/2023	Cape Coral City-Florida	11.37		Aa2			2043	SOLE
11/30/2023	Manatee Co-Florida	175.00		Aaa	AA+		2053	CO-MGR
12/1/2023	Miami-Dade Co-Florida	448.64		A3	A		2055	CO-MGR
2/20/2024	Florida Capital Trust Authority	26.59	BB				2060	SOLE
3/6/2024	St Johns Co School Board	168.06	AA-			AGM	2049	CO-MGR
5/8/2024	Florida Capital Trust Authority	15.81					2061	SOLE
5/8/2024	Florida Capital Trust Authority	0.50					2031	SOLE
5/14/2024	Miami-Dade Co Ind Dev Auth	344.00					2054	LEAD
5/17/2024	Orange Co School Board	165.39		Aa2	AA		2034	CO-MGR
6/20/2024	Brevard Co SD	95.61		Aa3	AA-		2030	CO-MGR
7/26/2024	Florida Capital Trust Authority	0.44					2030	SOLE
7/26/2024	Florida Capital Trust Authority	9.56					2054	SOLE
8/13/2024	Jacksonville City-Florida	265.56	AA		AA+		2054	CO-MGR
8/14/2024	Florida Capital Trust Authority	0.27		Baa3			2027	SOLE
8/14/2024	Florida Capital Trust Authority	11.29		Baa3			2059	SOLE
8/20/2024	Hillsborough Co Ind Dev Auth	1,307.49		Aa2	AA		2054	CO-MGR

8/21/2024	Florida Capital Trust Authority	40.15					2063	SOLE
8/27/2024	Peace River-Manasota Reg Wtr Supply Au	89.24	AA		AA		2054	CO-MGR
8/29/2024	Polk County FL	92.64	AA+		AA+		2054	CO-MGR

Source: SDC

Orange highlight denotes CB&A Bonds

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City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Level Debt)

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SOURCES AND USES OF FUNDS**City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024A (Level Debt)****Sources:**

Bond Proceeds:	
Par Amount	22,525,000.00
Premium	2,853,322.65
	25,378,322.65

Uses:

Project Fund Deposits:	
Capital Improvements Fund	25,000,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	104,044.16
Bond Insurance (20 bps)	71,977.99
	176,022.15
Other Uses of Funds:	
Additional Proceeds	2,300.50
	25,378,322.65

BOND PRICING

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Level Debt)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Bond Component:										
	10/01/2025	550,000	5.000%	2.700%	101.791	-	-	-	9,850.50	3.000
	10/01/2026	720,000	5.000%	2.570%	104.231	-	-	-	30,463.20	3.000
	10/01/2027	755,000	5.000%	2.570%	106.508	-	-	-	49,135.40	3.000
	10/01/2028	795,000	5.000%	2.590%	108.652	-	-	-	68,783.40	3.000
	10/01/2029	835,000	5.000%	2.610%	110.701	-	-	-	89,353.35	3.000
	10/01/2030	875,000	5.000%	2.670%	112.427	-	-	-	108,736.25	3.000
	10/01/2031	920,000	5.000%	2.770%	113.720	-	-	-	126,224.00	3.000
	10/01/2032	965,000	5.000%	2.870%	114.777	-	-	-	142,598.05	3.000
	10/01/2033	1,015,000	5.000%	2.930%	115.941	-	-	-	161,801.15	3.000
	10/01/2034	1,065,000	5.000%	2.980%	117.045	-	-	-	181,529.25	3.000
	10/01/2035	1,115,000	5.000%	3.060%	116.306 C	3.201%	10/01/2034	100.000	181,811.90	3.000
	10/01/2036	1,170,000	5.000%	3.130%	115.665 C	3.378%	10/01/2034	100.000	183,280.50	3.000
	10/01/2037	1,230,000	5.000%	3.200%	115.027 C	3.530%	10/01/2034	100.000	184,832.10	3.000
	10/01/2038	1,290,000	5.000%	3.220%	114.846 C	3.623%	10/01/2034	100.000	191,513.40	3.000
	10/01/2039	1,355,000	5.000%	3.300%	114.124 C	3.747%	10/01/2034	100.000	191,380.20	3.000
	10/01/2040	1,425,000	5.000%	3.380%	113.407 C	3.858%	10/01/2034	100.000	191,049.75	3.000
	10/01/2041	1,495,000	5.000%	3.470%	112.607 C	3.964%	10/01/2034	100.000	188,474.65	3.000
	10/01/2042	1,570,000	5.000%	3.530%	112.078 C	4.041%	10/01/2034	100.000	189,624.60	3.000
	10/01/2043	1,650,000	5.000%	3.590%	111.551 C	4.111%	10/01/2034	100.000	190,591.50	3.000
	10/01/2044	1,730,000	5.000%	3.640%	111.115 C	4.169%	10/01/2034	100.000	192,289.50	3.000
		22,525,000								2,853,322.65

Dated Date	12/15/2024	
Delivery Date	12/15/2024	
First Coupon	04/01/2025	
Par Amount	22,525,000.00	
Premium	2,853,322.65	
Production	25,378,322.65	112.667359%
Underwriter's Discount	-104,044.16	-0.461905%
Purchase Price	25,274,278.49	112.205454%
Accrued Interest	-	
Net Proceeds	25,274,278.49	

BOND SUMMARY STATISTICS

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Level Debt)

Dated Date	12/15/2024
Delivery Date	12/15/2024
First Coupon	04/01/2025
Last Maturity	10/01/2044
Arbitrage Yield	3.265423%
True Interest Cost (TIC)	3.677910%
Net Interest Cost (NIC)	3.979026%
All-In TIC	3.799265%
Average Coupon	5.000000%
Average Life (years)	11.955
Duration of Issue (years)	9.101
Par Amount	22,525,000.00
Bond Proceeds	25,378,322.65
Total Interest	13,463,993.06
Net Interest	10,714,714.57
Total Debt Service	35,988,993.06
Maximum Annual Debt Service	1,820,500.00
Average Annual Debt Service	1,818,136.05
Underwriter's Fees (per \$1000)	
Average Takedown	3.000000
Other Fee	1.619053
Total Underwriter's Discount	4.619053
Bid Price	112.205454

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Bond Component	22,525,000.00	112.667	5.000%	11.955	9.116	17,281.60
	22,525,000.00			11.955		17,281.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	22,525,000.00	22,525,000.00	22,525,000.00
+ Accrued Interest	-	-	-
+ Premium (Discount)	2,853,322.65	2,853,322.65	2,853,322.65
- Underwriter's Discount	-104,044.16	-104,044.16	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts	-	-71,977.99	-71,977.99
Target Value	25,274,278.49	25,002,300.50	25,306,344.66
Target Date	12/15/2024	12/15/2024	12/15/2024
Yield	3.677910%	3.799265%	3.265423%

BOND MATURITY STATISTICS

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Level Debt)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost	Pricing Call Date	Pricing Call Price	Yield to Maturity (IRR)	First Call Date	First Call Price	Yield to First Call (IRR)	Average Life	Duration to Maturity	PV of 1 bp change
BOND:															
	10/01/2025	550,000	5.000%	2.700%	101.791	559,850.50	-	-	2.71116%	-	-	-	0.794	0.787	44.00
	10/01/2026	720,000	5.000%	2.570%	104.231	750,463.20	-	-	2.57435%	-	-	-	1.794	1.738	129.60
	10/01/2027	755,000	5.000%	2.570%	106.508	804,135.40	-	-	2.57286%	-	-	-	2.794	2.647	211.40
	10/01/2028	795,000	5.000%	2.590%	108.652	863,783.40	-	-	2.59219%	-	-	-	3.794	3.516	302.10
	10/01/2029	835,000	5.000%	2.610%	110.701	924,353.35	-	-	2.61173%	-	-	-	4.794	4.349	400.80
	10/01/2030	875,000	5.000%	2.670%	112.427	983,736.25	-	-	2.67156%	-	-	-	5.794	5.147	498.75
	10/01/2031	920,000	5.000%	2.770%	113.720	1,046,224.00	-	-	2.77138%	-	-	-	6.794	5.913	607.20
	10/01/2032	965,000	5.000%	2.870%	114.777	1,107,598.05	-	-	2.87121%	-	-	-	7.794	6.647	723.75
	10/01/2033	1,015,000	5.000%	2.930%	115.941	1,176,801.15	-	-	2.93112%	-	-	-	8.794	7.353	852.60
	10/01/2034	1,065,000	5.000%	2.980%	117.045	1,246,529.25	-	-	2.98101%	-	-	-	9.794	8.032	990.45
	10/01/2035	1,115,000	5.000%	3.060%	116.306 C	1,296,811.90	10/01/2034	100.00	3.20193%	10/01/2034	100.00	3.06108%	10.794	8.667	1,025.80
	10/01/2036	1,170,000	5.000%	3.130%	115.665 C	1,353,280.50	10/01/2034	100.00	3.37911%	10/01/2034	100.00	3.13104%	11.794	9.273	1,076.40
	10/01/2037	1,230,000	5.000%	3.200%	115.027 C	1,414,832.10	10/01/2034	100.00	3.53067%	10/01/2034	100.00	3.20112%	12.794	9.850	1,119.30
	10/01/2038	1,290,000	5.000%	3.220%	114.846 C	1,481,513.40	10/01/2034	100.00	3.62346%	10/01/2034	100.00	3.22109%	13.794	10.407	1,173.90
	10/01/2039	1,355,000	5.000%	3.300%	114.124 C	1,546,380.20	10/01/2034	100.00	3.74809%	10/01/2034	100.00	3.30112%	14.794	10.928	1,219.50
	10/01/2040	1,425,000	5.000%	3.380%	113.407 C	1,616,049.75	10/01/2034	100.00	3.85893%	10/01/2034	100.00	3.38119%	15.794	11.424	1,268.25
	10/01/2041	1,495,000	5.000%	3.470%	112.607 C	1,683,474.65	10/01/2034	100.00	3.96518%	10/01/2034	100.00	3.47125%	16.794	11.892	1,315.60
	10/01/2042	1,570,000	5.000%	3.530%	112.078 C	1,759,624.60	10/01/2034	100.00	4.04206%	10/01/2034	100.00	3.53122%	17.794	12.342	1,381.60
	10/01/2043	1,650,000	5.000%	3.590%	111.551 C	1,840,591.50	10/01/2034	100.00	4.11209%	10/01/2034	100.00	3.59131%	18.794	12.770	1,435.50
	10/01/2044	1,730,000	5.000%	3.640%	111.115 C	1,922,289.50	10/01/2034	100.00	4.17014%	10/01/2034	100.00	3.64128%	19.794	13.178	1,505.10
		22,525,000				25,378,322.65									17,281.60

BOND DEBT SERVICE

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Level Debt)

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
10/01/2025	550,000	5.000%	894,743.06	1,444,743.06
10/01/2026	720,000	5.000%	1,098,750.00	1,818,750.00
10/01/2027	755,000	5.000%	1,062,750.00	1,817,750.00
10/01/2028	795,000	5.000%	1,025,000.00	1,820,000.00
10/01/2029	835,000	5.000%	985,250.00	1,820,250.00
10/01/2030	875,000	5.000%	943,500.00	1,818,500.00
10/01/2031	920,000	5.000%	899,750.00	1,819,750.00
10/01/2032	965,000	5.000%	853,750.00	1,818,750.00
10/01/2033	1,015,000	5.000%	805,500.00	1,820,500.00
10/01/2034	1,065,000	5.000%	754,750.00	1,819,750.00
10/01/2035	1,115,000	5.000%	701,500.00	1,816,500.00
10/01/2036	1,170,000	5.000%	645,750.00	1,815,750.00
10/01/2037	1,230,000	5.000%	587,250.00	1,817,250.00
10/01/2038	1,290,000	5.000%	525,750.00	1,815,750.00
10/01/2039	1,355,000	5.000%	461,250.00	1,816,250.00
10/01/2040	1,425,000	5.000%	393,500.00	1,818,500.00
10/01/2041	1,495,000	5.000%	322,250.00	1,817,250.00
10/01/2042	1,570,000	5.000%	247,500.00	1,817,500.00
10/01/2043	1,650,000	5.000%	169,000.00	1,819,000.00
10/01/2044	1,730,000	5.000%	86,500.00	1,816,500.00
	22,525,000		13,463,993.06	35,988,993.06

AGGREGATE DEBT SERVICE

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Level Debt)

<i>Period Ending</i>	<i>Capital Improvement Revenue Bonds, Series 2024A (Level Debt)</i>	<i>2014 Note</i>	<i>2013 Note</i>	<i>2021 Note</i>	<i>Aggregate Debt Service</i>
10/01/2025	1,444,743.06	472,896	448,686.76	929,000	3,295,325.82
10/01/2026	1,818,750.00	489,258	461,429.47	1,259,000	4,028,437.47
10/01/2027	1,817,750.00	506,186	474,534.07	1,267,000	4,065,470.07
10/01/2028	1,820,000.00	532,700	488,010.83	1,284,000	4,124,710.83
10/01/2029	1,820,250.00	541,819	501,870.34	826,000	3,689,939.34
10/01/2030	1,818,500.00	560,566	516,123.46	-	2,895,189.46
10/01/2031	1,819,750.00	579,961	530,781.36	-	2,930,492.36
10/01/2032	1,818,750.00	600,028	-	-	2,418,778.00
10/01/2033	1,820,500.00	620,788	-	-	2,441,288.00
10/01/2034	1,819,750.00	642,267	-	-	2,462,017.00
10/01/2035	1,816,500.00	664,489	-	-	2,480,989.00
10/01/2036	1,815,750.00	687,480	-	-	2,503,230.00
10/01/2037	1,817,250.00	711,267	-	-	2,528,517.00
10/01/2038	1,815,750.00	-	-	-	1,815,750.00
10/01/2039	1,816,250.00	-	-	-	1,816,250.00
10/01/2040	1,818,500.00	-	-	-	1,818,500.00
10/01/2041	1,817,250.00	-	-	-	1,817,250.00
10/01/2042	1,817,500.00	-	-	-	1,817,500.00
10/01/2043	1,819,000.00	-	-	-	1,819,000.00
10/01/2044	1,816,500.00	-	-	-	1,816,500.00
	35,988,993.06	7,609,705	3,421,436.29	5,565,000	52,585,134.35

UNDERWRITER'S DISCOUNT

**City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024A (Level Debt)**

<i>Underwriter's Discount</i>	<i>\$/1000</i>	<i>Amount</i>
Average Takedown	3.00000	67,575.00
lpreo	0.09920	2,234.41
lpreo Sales Tax	0.00794	178.75
DTC	0.03552	800.00
CUSIP	0.05576	1,256.00
Underwriter's Counsel	1.33185	30,000.00
Misc.	0.08879	2,000.00
	4.61905	104,044.16

BOND SOLUTION**City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024A (Level Debt)**

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>
10/01/2025	550,000	1,444,743	1,444,743
10/01/2026	720,000	1,818,750	1,818,750
10/01/2027	755,000	1,817,750	1,817,750
10/01/2028	795,000	1,820,000	1,820,000
10/01/2029	835,000	1,820,250	1,820,250
10/01/2030	875,000	1,818,500	1,818,500
10/01/2031	920,000	1,819,750	1,819,750
10/01/2032	965,000	1,818,750	1,818,750
10/01/2033	1,015,000	1,820,500	1,820,500
10/01/2034	1,065,000	1,819,750	1,819,750
10/01/2035	1,115,000	1,816,500	1,816,500
10/01/2036	1,170,000	1,815,750	1,815,750
10/01/2037	1,230,000	1,817,250	1,817,250
10/01/2038	1,290,000	1,815,750	1,815,750
10/01/2039	1,355,000	1,816,250	1,816,250
10/01/2040	1,425,000	1,818,500	1,818,500
10/01/2041	1,495,000	1,817,250	1,817,250
10/01/2042	1,570,000	1,817,500	1,817,500
10/01/2043	1,650,000	1,819,000	1,819,000
10/01/2044	1,730,000	1,816,500	1,816,500
	22,525,000	35,988,993	35,988,993

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City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

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SOURCES AND USES OF FUNDS**City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024A (Wrap)****Sources:**

Bond Proceeds:	
Par Amount	22,350,000.00
Premium	3,033,229.35
	25,383,229.35

Uses:

Project Fund Deposits:	
Capital Improvements Fund	25,000,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	103,500.94
Bond Insurance (20 bps)	77,623.58
	181,124.52
Other Uses of Funds:	
Additional Proceeds	2,104.83
	25,383,229.35

BOND PRICING

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Bond Component:										
	10/01/2030	445,000	5.000%	2.670%	112.427	-	-	-	55,300.15	3.000
	10/01/2031	430,000	5.000%	2.770%	113.720	-	-	-	58,996.00	3.000
	10/01/2032	965,000	5.000%	2.870%	114.777	-	-	-	142,598.05	3.000
	10/01/2033	990,000	5.000%	2.930%	115.941	-	-	-	157,815.90	3.000
	10/01/2034	1,020,000	5.000%	2.980%	117.045	-	-	-	173,859.00	3.000
	10/01/2035	1,050,000	5.000%	3.060%	116.306 C	3.201%	10/01/2034	100.000	171,213.00	3.000
	10/01/2036	1,080,000	5.000%	3.130%	115.665 C	3.378%	10/01/2034	100.000	169,182.00	3.000
	10/01/2037	1,110,000	5.000%	3.200%	115.027 C	3.530%	10/01/2034	100.000	166,799.70	3.000
	10/01/2038	1,875,000	5.000%	3.220%	114.846 C	3.623%	10/01/2034	100.000	278,362.50	3.000
	10/01/2039	1,970,000	5.000%	3.300%	114.124 C	3.747%	10/01/2034	100.000	278,242.80	3.000
	10/01/2040	2,065,000	5.000%	3.380%	113.407 C	3.858%	10/01/2034	100.000	276,854.55	3.000
	10/01/2041	2,170,000	5.000%	3.470%	112.607 C	3.964%	10/01/2034	100.000	273,571.90	3.000
	10/01/2042	2,280,000	5.000%	3.530%	112.078 C	4.041%	10/01/2034	100.000	275,378.40	3.000
	10/01/2043	2,390,000	5.000%	3.590%	111.551 C	4.111%	10/01/2034	100.000	276,068.90	3.000
	10/01/2044	2,510,000	5.000%	3.640%	111.115 C	4.169%	10/01/2034	100.000	278,986.50	3.000
22,350,000									3,033,229.35	

Dated Date	12/15/2024	
Delivery Date	12/15/2024	
First Coupon	04/01/2025	
Par Amount	22,350,000.00	
Premium	3,033,229.35	
Production	25,383,229.35	113.571496%
Underwriter's Discount	-103,500.94	-0.463091%
Purchase Price	25,279,728.41	113.108405%
Accrued Interest	-	
Net Proceeds	25,279,728.41	

BOND SUMMARY STATISTICS

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

Dated Date	12/15/2024
Delivery Date	12/15/2024
First Coupon	04/01/2025
Last Maturity	10/01/2044
Arbitrage Yield	3.364958%
True Interest Cost (TIC)	3.811638%
Net Interest Cost (NIC)	4.110143%
All-In TIC	3.916308%
Average Coupon	5.000000%
Average Life (years)	14.731
Duration of Issue (years)	10.770
Par Amount	22,350,000.00
Bond Proceeds	25,383,229.35
Total Interest	16,461,791.67
Net Interest	13,532,063.26
Total Debt Service	38,811,791.67
Maximum Annual Debt Service	2,639,250.00
Average Annual Debt Service	1,960,741.65
Underwriter's Fees (per \$1000)	
Average Takedown	3.000000
Other Fee	1.630915
Total Underwriter's Discount	4.630915
Bid Price	113.108405

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Bond Component	22,350,000.00	113.571	5.000%	14.731	10.782	19,507.20
	22,350,000.00			14.731		19,507.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	22,350,000.00	22,350,000.00	22,350,000.00
+ Accrued Interest	-	-	-
+ Premium (Discount)	3,033,229.35	3,033,229.35	3,033,229.35
- Underwriter's Discount	-103,500.94	-103,500.94	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts	-	-77,623.58	-77,623.58
Target Value	25,279,728.41	25,002,104.83	25,305,605.77
Target Date	12/15/2024	12/15/2024	12/15/2024
Yield	3.811638%	3.916308%	3.364958%

BOND MATURITY STATISTICS

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost	Pricing Call Date	Pricing Call Price	Yield to Maturity (IRR)	First Call Date	First Call Price	Yield to First Call (IRR)	Average Life	Duration to Maturity	PV of 1 bp change
BOND:															
	10/01/2030	445,000	5.000%	2.670%	112.427	500,300.15	-	-	2.67156%	-	-	-	5.794	5.147	253.65
	10/01/2031	430,000	5.000%	2.770%	113.720	488,996.00	-	-	2.77138%	-	-	-	6.794	5.913	283.80
	10/01/2032	965,000	5.000%	2.870%	114.777	1,107,598.05	-	-	2.87121%	-	-	-	7.794	6.647	723.75
	10/01/2033	990,000	5.000%	2.930%	115.941	1,147,815.90	-	-	2.93112%	-	-	-	8.794	7.353	831.60
	10/01/2034	1,020,000	5.000%	2.980%	117.045	1,193,859.00	-	-	2.98101%	-	-	-	9.794	8.032	948.60
	10/01/2035	1,050,000	5.000%	3.060%	116.306 C	1,221,213.00	10/01/2034	100.00	3.20193%	10/01/2034	100.00	3.06108%	10.794	8.667	966.00
	10/01/2036	1,080,000	5.000%	3.130%	115.665 C	1,249,182.00	10/01/2034	100.00	3.37911%	10/01/2034	100.00	3.13104%	11.794	9.273	993.60
	10/01/2037	1,110,000	5.000%	3.200%	115.027 C	1,276,799.70	10/01/2034	100.00	3.53067%	10/01/2034	100.00	3.20112%	12.794	9.850	1,010.10
	10/01/2038	1,875,000	5.000%	3.220%	114.846 C	2,153,362.50	10/01/2034	100.00	3.62346%	10/01/2034	100.00	3.22109%	13.794	10.407	1,706.25
	10/01/2039	1,970,000	5.000%	3.300%	114.124 C	2,248,242.80	10/01/2034	100.00	3.74809%	10/01/2034	100.00	3.30112%	14.794	10.928	1,773.00
	10/01/2040	2,065,000	5.000%	3.380%	113.407 C	2,341,854.55	10/01/2034	100.00	3.85893%	10/01/2034	100.00	3.38119%	15.794	11.424	1,837.85
	10/01/2041	2,170,000	5.000%	3.470%	112.607 C	2,443,571.90	10/01/2034	100.00	3.96518%	10/01/2034	100.00	3.47125%	16.794	11.892	1,909.60
	10/01/2042	2,280,000	5.000%	3.530%	112.078 C	2,555,378.40	10/01/2034	100.00	4.04206%	10/01/2034	100.00	3.53122%	17.794	12.342	2,006.40
	10/01/2043	2,390,000	5.000%	3.590%	111.551 C	2,666,068.90	10/01/2034	100.00	4.11209%	10/01/2034	100.00	3.59131%	18.794	12.770	2,079.30
	10/01/2044	2,510,000	5.000%	3.640%	111.115 C	2,788,986.50	10/01/2034	100.00	4.17014%	10/01/2034	100.00	3.64128%	19.794	13.178	2,183.70
		22,350,000				25,383,229.35									19,507.20

BOND DEBT SERVICE

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
10/01/2025	-	-	887,791.67	887,791.67
10/01/2026	-	-	1,117,500.00	1,117,500.00
10/01/2027	-	-	1,117,500.00	1,117,500.00
10/01/2028	-	-	1,117,500.00	1,117,500.00
10/01/2029	-	-	1,117,500.00	1,117,500.00
10/01/2030	445,000	5.000%	1,117,500.00	1,562,500.00
10/01/2031	430,000	5.000%	1,095,250.00	1,525,250.00
10/01/2032	965,000	5.000%	1,073,750.00	2,038,750.00
10/01/2033	990,000	5.000%	1,025,500.00	2,015,500.00
10/01/2034	1,020,000	5.000%	976,000.00	1,996,000.00
10/01/2035	1,050,000	5.000%	925,000.00	1,975,000.00
10/01/2036	1,080,000	5.000%	872,500.00	1,952,500.00
10/01/2037	1,110,000	5.000%	818,500.00	1,928,500.00
10/01/2038	1,875,000	5.000%	763,000.00	2,638,000.00
10/01/2039	1,970,000	5.000%	669,250.00	2,639,250.00
10/01/2040	2,065,000	5.000%	570,750.00	2,635,750.00
10/01/2041	2,170,000	5.000%	467,500.00	2,637,500.00
10/01/2042	2,280,000	5.000%	359,000.00	2,639,000.00
10/01/2043	2,390,000	5.000%	245,000.00	2,635,000.00
10/01/2044	2,510,000	5.000%	125,500.00	2,635,500.00
	22,350,000		16,461,791.67	38,811,791.67

AGGREGATE DEBT SERVICE

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

<i>Period Ending</i>	<i>Capital Improvement Revenue Bonds, Series 2024A (Wrap)</i>	<i>2014 Note</i>	<i>2013 Note</i>	<i>2021 Note</i>	<i>Aggregate Debt Service</i>
10/01/2025	887,791.67	472,896	448,686.76	929,000	2,738,374.43
10/01/2026	1,117,500.00	489,258	461,429.47	1,259,000	3,327,187.47
10/01/2027	1,117,500.00	506,186	474,534.07	1,267,000	3,365,220.07
10/01/2028	1,117,500.00	532,700	488,010.83	1,284,000	3,422,210.83
10/01/2029	1,117,500.00	541,819	501,870.34	826,000	2,987,189.34
10/01/2030	1,562,500.00	560,566	516,123.46	-	2,639,189.46
10/01/2031	1,525,250.00	579,961	530,781.36	-	2,635,992.36
10/01/2032	2,038,750.00	600,028	-	-	2,638,778.00
10/01/2033	2,015,500.00	620,788	-	-	2,636,288.00
10/01/2034	1,996,000.00	642,267	-	-	2,638,267.00
10/01/2035	1,975,000.00	664,489	-	-	2,639,489.00
10/01/2036	1,952,500.00	687,480	-	-	2,639,980.00
10/01/2037	1,928,500.00	711,267	-	-	2,639,767.00
10/01/2038	2,638,000.00	-	-	-	2,638,000.00
10/01/2039	2,639,250.00	-	-	-	2,639,250.00
10/01/2040	2,635,750.00	-	-	-	2,635,750.00
10/01/2041	2,637,500.00	-	-	-	2,637,500.00
10/01/2042	2,639,000.00	-	-	-	2,639,000.00
10/01/2043	2,635,000.00	-	-	-	2,635,000.00
10/01/2044	2,635,500.00	-	-	-	2,635,500.00
	38,811,791.67	7,609,705	3,421,436.29	5,565,000	55,407,932.96

UNDERWRITER'S DISCOUNT

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024A (Wrap)

<i>Underwriter's Discount</i>	<i>\$/1000</i>	<i>Amount</i>
Average Takedown	3.00000	67,050.00
Ipreo	0.09922	2,217.54
Ipreo Sales Tax	0.00794	177.40
DTC	0.03579	800.00
CUSIP	0.05620	1,256.00
Underwriter's Counsel	1.34228	30,000.00
Misc.	0.08949	2,000.00
	4.63091	103,500.94

BOND SOLUTION

City of Destin, Florida Capital Improvement Revenue Bonds, Series 2024A (Wrap)

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Existing Debt Service</i>	<i>Total Adj Debt Service</i>
10/01/2025	-	887,792	1,850,583	2,738,374
10/01/2026	-	1,117,500	2,209,687	3,327,187
10/01/2027	-	1,117,500	2,247,720	3,365,220
10/01/2028	-	1,117,500	2,304,711	3,422,211
10/01/2029	-	1,117,500	1,869,689	2,987,189
10/01/2030	445,000	1,562,500	1,076,689	2,639,189
10/01/2031	430,000	1,525,250	1,110,742	2,635,992
10/01/2032	965,000	2,038,750	600,028	2,638,778
10/01/2033	990,000	2,015,500	620,788	2,636,288
10/01/2034	1,020,000	1,996,000	642,267	2,638,267
10/01/2035	1,050,000	1,975,000	664,489	2,639,489
10/01/2036	1,080,000	1,952,500	687,480	2,639,980
10/01/2037	1,110,000	1,928,500	711,267	2,639,767
10/01/2038	1,875,000	2,638,000	-	2,638,000
10/01/2039	1,970,000	2,639,250	-	2,639,250
10/01/2040	2,065,000	2,635,750	-	2,635,750
10/01/2041	2,170,000	2,637,500	-	2,637,500
10/01/2042	2,280,000	2,639,000	-	2,639,000
10/01/2043	2,390,000	2,635,000	-	2,635,000
10/01/2044	2,510,000	2,635,500	-	2,635,500
	22,350,000	38,811,792	16,596,141	55,407,933

ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS FOR INVESTMENT BANKING/UNDERWRITING SERVICES
\$25,000,000* CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Request for Qualifications for Investment Banking/Underwriting Services ("RFQ") and is hereby made a part of the proposal documents. Per the RFQ, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Tentative RFQ Schedule found on page 1 of the RFQ is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Committee Results/Recommendations Presented to City Council

Responses to the RFQ are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

J. Michael Olliff

Print Name

Signature

Date

9/4/24

City of Destin, Florida



RESPONSE TO Request for Qualifications for Investment Banking/Underwriting Services Due Date: September 26, 2024 2PM CST

Rick Patterson

Managing Director, Public Finance

727.567.1191 // rick.patterson@raymondjames.com

Jon Eichelberger

Managing Director, Public Finance

407.644.3173 // jon.eichelberger@raymondjames.com

RAYMOND JAMES

RAYMOND JAMES

September 26, 2024

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Dear Rey:

On behalf of Raymond James & Associates, Inc. (“Raymond James” or the “Firm”), we are pleased to submit our response to the City of Destin (the “City”) Request for Qualifications for Investment Banking/Underwriting Services (“RFQ”) to serve as an underwriter for the City’s proposed Capital Improvement Revenue Bonds, Series 2024A (the “Series 2024 Bonds”). Raymond James proposes to provide the City with the public finance expertise, distribution capabilities and capital strength of a national firm and the market knowledge and agility of a regional firm. Raymond James fully understands the requirements set forth in the City’s RFQ and we believe that the following points not only summarize our capabilities, but also provide a solid foundation and justification for our selection by the City as Senior Manager for its upcoming transaction.

UNMATCHED FLORIDA PRESENCE AND LOCAL COMMITMENT. *This is our home, not a place where we come to do deals.* Raymond James is proud to be the only major financial services firm founded and headquartered in Florida. The Firm currently maintains 846 offices in Florida – including our St. Petersburg global headquarters. Our 1,143 Florida retail advisors manage 436,403 client accounts for Floridians totaling approximately \$141.1 billion. **Raymond James has a large retail presence in Okaloosa County with 20 advisors staffed in 10 offices in Okaloosa County (Destin (3), Crestview, Fort Walton Beach (2), Niceville (2) and Shalimar (2)) managing 7,023 retail accounts, which hold over \$1.4 billion in assets under management.** Additionally, Raymond James owns FirstBank, a community bank whose history is rooted in local, trusted relationships. Through our affiliation with FirstBank, we proudly extend this same community banking approach to our investment customers. Raymond James has the ability to not only reach local retail investors through its established retail network, but also to utilize its strong community presence and deep local knowledge to ensure retail investors are fully educated on the City’s financings.

EXTENSIVE FLORIDA AND RELEVANT PUBLIC FINANCE EXPERIENCE. Since 2020, **Raymond James has underwritten 151 Florida bond issues totaling over \$15.9 billion. Raymond James senior managed 62 issues totaling approximately \$4.4 billion in Florida over this same period,** in addition to executing billions in municipal trading volume from our St. Petersburg headquarters annually. Our role as senior manager for issuers throughout Florida and the local area, including City of Panama City Beach, Escambia County School District, Emerald Coast Utilities Authority, City of Tallahassee, City of Jacksonville, City of St. Petersburg, City of Bradenton, City of Sarasota, City of Cape Coral and City of Fort Myers to name a few, demonstrates our ability to develop customized financing plans and underwrite a variety of municipal financings and structures throughout Florida.

DEDICATED, EXPERIENCED AND LOCAL PERSONNEL. The team of professionals assigned to the City has extensive public finance experience in serving issuers in Florida. The financing team’s skill in developing innovative financing structures, marketing programs, rating and insurer presentations and overall deal management is the product of this experience. Raymond James’ financing team for the City will be led by Mr. Rick Patterson who has 37 years of municipal experience with Florida local governments and is located in our St. Petersburg office and Mr. Jon Eichelberger who has 35 years of experience and is located in our Winter Park office. Raymond James’ team approach allows us to provide superior service and complementary skills to each financing, ensuring that the City has constant access to experienced senior banking, underwriting and technical professionals.

RAYMOND JAMES

COMPREHENSIVE DISTRIBUTION NETWORK. Raymond James develops a customized marketing plan for each distinct financing revolving around our ability to directly access all tiers of possible investors on a local, statewide, and national basis. Our marketing strategy is supported by Raymond James' national fixed income distribution network with retail and institutional sales offices throughout the U.S. that serve over 4.0 million customer accounts. With over 3,500 branch offices and over 8,700 financial advisors, we have one of the largest retail distribution networks in the country by number of locations and registered representatives. Our municipal institutional sales and trading force is among the largest in the nation, and these professionals have well established relationships with all the major institutional investors and bond funds. In addition, they cover many smaller and regional investors often overlooked by other firms. ***Access to these second and third tier investors is a competitive advantage of our Firm that will allow us to maximize the distribution and pricing efficiency of the City's bond issues.***

FINANCIAL STABILITY AND SERVICE FIRST CULTURE. Unlike many firms that have suffered instability, Raymond James, because of our conservative nature and service first culture, has continued to prosper even in turbulent markets. Raymond James reported record annual net revenue of \$11.6 billion for the fiscal year ended 2023. ***Our dedication to always putting clients first allowed us to finish the fiscal year with our 146th consecutive quarter of profitability.*** This corporate culture combined with our strong capital position gives us maximum flexibility to aggressively price bonds and support the City in volatile markets.

With over 8,000 employees and a 2023 payroll of \$1.2 billion in Florida, serving issuers in the State like the City is important to us and we assure you that by selecting Raymond James, you will receive the highest level of professional service and performance. Raymond James represents the only firm that offers the combination of the highest level of direct and comparable financing experience, extensive local, statewide and national retail distribution capabilities and demonstrated commitment to and support of the City, our Florida clients and the local region. Please do not hesitate to contact us if you have any questions about our proposal or credentials.

Respectfully submitted,



Rick Patterson
Managing Director, Public Finance
880 Carillon Parkway
St. Petersburg, Florida 33716
727-567-1191 (Direct)
Rick.Patterson@RaymondJames.com



Jon Eichelberger
Managing Director, Public Finance
807 W. Morse Boulevard, Suite 200
Winter Park, FL 32789
407-644-3173 (Direct)
Jon.Eichelberger@RaymondJames.com

cc: Jon Ford, Ford & Associates, Inc.
Jerry Ford, Ford & Associates, Inc
Will Reed, Ford & Associates, Inc

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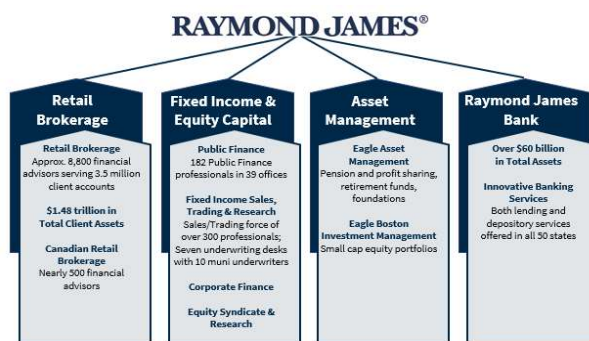
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1. Corporate and Departmental Structure.

Raymond James Financial, Inc. (“RJF”), founded 62 years ago in 1962, is a diversified holding company that provides financial services to individuals, corporations and municipalities through its subsidiary companies. The Firm is proud to be the only major financial services firm founded and headquartered in Florida, with our global headquarters in St. Petersburg. Since its modest beginnings, Raymond James has grown into one of the largest financial services firms in the United States, achieving its ranking as a Fortune 500 company in July 2016. A public company since 1983, the Firm is listed on the New York Stock Exchange under the symbol “RJF”, with a current market capitalization of approximately \$24 billion, making it the most valuable publicly traded company in the Tampa Bay area, and was added to the S&P 500 Index in 2017. The Firm currently has over 23,000 employees worldwide, including 7,438 in Florida. The Firm achieved record annual net revenues of \$11.6 billion for fiscal year 2023. Because of our conservative business practices, Raymond James remained profitable throughout the economic downturn and is proud to report 146 consecutive quarters of profitability dating back to 1987. In 2023, Raymond James was named to the FORTUNE 500 list for the seventh year in a row. The firm currently manages approximately \$1.48 trillion in client assets. The subsidiaries of Raymond James include Raymond James & Associates, Inc., whose services include retail, institutional equity and fixed income sales, investment banking, trading activities, and operations and administration, as well as two investment firm subsidiaries, Raymond James Financial Services, Inc. and Raymond James Ltd. In addition, Raymond James Bank, N.A., a wholly-owned subsidiary of RJF offers a comprehensive array of personal and commercial banking services as well as municipal depository products and lending through Raymond James Capital Funding.



National Public Finance. At Raymond James, Public Finance represents a core business, which is thriving at a national level. Raymond James organized its Public Finance department in 1986. Over the past 30+ years, Raymond James has proven its commitment to the public finance arena by providing comprehensive underwriting services on hundreds of billions of dollars of municipal bond offerings nationwide. Raymond James has continued its consistent growth of the practice as many of our competitors have downsized or closed their public finance operations altogether. With the acquisition of Morgan Keegan in 2012, Raymond James added significant personnel and resources to its public finance efforts nationwide, reaching 182 public finance professionals in 39 locations today, providing the optimal combination of national resources with a regional client focus. At Raymond James, Public Finance and Municipal Underwriting are both part of the Firm’s Fixed Income Division. Casy O’Brien, Head of Municipal Underwriting, and Jock Wright, lead underwriter for all Florida School District financings, are in daily contact with our Florida Public Finance bankers, and the two Departments work extremely closely with one another on all negotiated offerings and competitive bids for our Florida clients. In addition, Public Finance also maintains a close relationship with Raymond James Capital Funding, the municipal lending subsidiary of Raymond James Bank, and the two groups have worked together to successfully close loans for its clients.



Firm Underwriting Capital. RJF’s total and equity capital base as of June 30, 2024 is approximately \$11.1 billion, which represents equity to our shareholders. **Excess net capital is approximately \$1.0 billion, allowing us to underwrite approximately \$13.6 billion in municipal bonds at any one time per SEC regulations.** Our capital position allows us to utilize our financial strength to support deals in volatile markets and optimize the pricing of deals in stable markets.

2. Firm Presence in Florida

Florida Public Finance. Unlike other public finance investment banking firms working throughout the State, Raymond James is headquartered in Florida and therefore provides an unmatched commitment to local Florida issuers. ***This is our home and Raymond James has always focused on maintaining a strong Florida Public Finance practice.*** Our Florida Public Finance group consists of 16 individuals, including senior bankers and support staff, who dedicate the majority, if not all, of their time to providing public finance services to municipal clients throughout the State, like the City. Our Florida Public Finance locations are in St. Petersburg and Winter Park. This group is supported by our national technical, analytical and underwriting resources. The firm's Public Finance platform enjoys a powerful distribution network and ***the largest underwriting desk in the Southeast located in St. Petersburg, Florida.***

Retail Network. Raymond James' institutional sales effort is supported by our Retail Brokers. Our Retail Brokers include over 8,700 financial advisors serving over 4.0 million client accounts in over 3,500 locations throughout the United States with total client assets under administration of approximately \$1.48 trillion. Of the approximate 8,700 retail sales professionals employed by Raymond James throughout the nation, more of our retail sales professionals are located in our home state of Florida than in any other state. In the State, we have 1,560 retail sales representatives, all of whom can have access to the City's bonds. Raymond James' Florida retail presence consists of over 436,000 accounts with approximately \$141.1 billion in assets under management, ***including 53 advisors staffed in 21 offices in the Florida Panhandle (Pensacola (5), Destin (3), Panama City (2), Fort Walton Beach (2), Miramar Beach (2), Crystal River, Hernando, Inverness, Saint George Island, Crestview, Navarre and Shalimar (2)) managing 24,035 retail accounts, which hold over \$4.7 billion in assets under management.*** We have included our retail presence in the Florida Panhandle and in the State above. In addition to our direct retail presence in Destin and Okaloosa County, Raymond James Financial Services ("RJFS") serves as the retail advisor for customers of FirstBank. The First currently has 39 employees in Okaloosa County, including Destin, and eight employees in Walton County. Our banking team will make a concerted effort to educate our local sales professionals to ensure they are well informed of the City's upcoming transaction.

Raymond James Retail Distribution Network

	Retail Locations	Financial Advisors	Retail Accounts	Retail Assets
Okaloosa County	10	20	7,023	\$1.4 billion
Florida Panhandle	21	53	24,035	\$4.7 billion
Florida	336	1,560	436,403	\$141.1 billion

Institutional Sales. The Raymond James institutional fixed income sales and trading desk is one of the largest and most experienced groups in the industry. Raymond James has 355 institutional sales, trading and underwriting professionals located in 30 offices (***five in Florida, including Pensacola and Santa Rosa Beach***) nationwide including a 19 member Dedicated Municipal Group ("DMG") that sells only municipal bonds, both tax-exempt and taxable, to institutional buyers. We have seven underwriting desks nationally located in New York, Chicago, Memphis, Dallas, Atlanta, San Clemente and ***the largest underwriting desk in the Southeast located in St. Petersburg.*** This municipal institutional sales and trading force is among the largest in the nation, while the DMG is also one of the largest assembled muni specific sales teams amongst all firms nationwide. These professionals have well established relationships with the major institutional investors and bond funds. In addition, they cover many smaller and regional investors often overlooked by other firms. Access to these second and third tier investors is a competitive advantage of our Firm that will allow us to maximize the distribution and pricing efficiency of the City's bond issues. Due to our ongoing experience with Florida transactions, Raymond James has developed a strong knowledge base and understanding of the types of buyers that will participate in these transactions and their specific requirements and preferences.

	Nationally	Florida
Institutional Sales Employees	164	21
Sales	145	19
Dedicated Municipal Group	19	2
Total Trading Employees	191	31
Trading (Retail, Muni, SBA, Gov't, CD, Corp, MBS)	153	26
Municipal Trading Employees (detail below)	65	17
Muni Underwriters	12	2
Muni Institutional	27	5
Muni Retail	22	9
Muni Other	4	1
Sales Support	38	5
Municipal Research Analysts	3	-

Fixed Income Institutional Sales Locations			
Atlanta, GA	Denver, CO	Naples, FL	Santa Rosa Beach, FL
Austin, TX	Detroit Lakes, MN	Nashville, TN	St. George, GA
Baton Rouge, LA	Houston, TX	New York, NY	St. Petersburg, FL
Berwyn, PA	Jersey City, NJ	Pensacola, FL	Washington, DC
Birmingham, AL	Knoxville, TN	Red Bank, CA	Wellesley, MA
Boca Raton, FL	Laguna Niguel, CA	Richmond, VA	Wilmington, DE
Chicago, IL	Little Rock, AK	San Antonio, TX	
Dallas, TX	Memphis, TN	San Francisco, CA	

3. Financing Team

Raymond James Financing Team. Our primary banking and underwriting team is composed of seasoned veterans who collectively represent more than 100 years of municipal finance experience and knowledge. ***The work for this engagement will be primarily handled from the St. Petersburg and Winter Park offices*** headed by Rick Patterson and Jon Eichelberger, who will serve as the Firm's lead bankers and day-to day contacts for the City. Messrs. Patterson and Eichelberger bring 37 and 35 years, respectively, of municipal finance experience, serving the entire gamut of issuers on a variety of financings and credits for Florida local governments. Mr. Patterson has served as Senior Managing Underwriter or Financial Advisor for over \$25 billion in financings for Florida clients. Mr. Eichelberger has served as lead banker on more than \$20 billion of municipal bond and swap transactions in Florida and the Southeast over his career. Banking and analytical support will be provided by Glenn Gough and Ryan Aravind. Mr. Gough, who has been practicing public finance for 19 years, joined the Firm in 2019 and provides in-depth quantitative and credit analysis for all types of public finance transactions. Ryan Aravind will provide additional analytical and technical support. Pricing, market and investor communication will be led by Jock Wright, who is the Firm's dedicated Florida underwriter and brings 32 years of underwriting experience to the team. At the time of sale, the City and the financing team will have the choice of pricing and underwriting the transaction from any of the Firm's six underwriting desks including New York and St. Petersburg. The banking group will be supported by a team of underwriters and specialists with a wide range of experience and expertise. Provided herein is an overview of the members of the team assigned to the City. Please refer to [Appendix A](#) for full team resumes.

DAY-TO-DAY BANKING CONTACTS

Rick Patterson, Managing Director

880 Carillon Parkway Tower 3, Floor 3, St. Petersburg, FL 33716

Tel: (727) 567-1191

rick.patterson@raymondjames.com

- 37 years of municipal finance experience, 12 years with Raymond James
- Senior managing banker and financial advisor for over \$25 billion in financings for Florida clients
- Experience with a wide range of issuers including the City of Panama City Beach, Escambia County School District, Santa Rosa County School District, City of Tallahassee, City of Jacksonville, City of Lake Wales, City of St. Petersburg, City of Pinellas Park, City of Largo, City of Bradenton, City of Sarasota and City of Fort Myers.
- Series 7, 50, 52, 53 and 63 securities licenses

Jon Eichelberger, Managing Director

807 West Morse Blvd. Suite 200, Winter Park, FL 32789

Tel: (407) 644-3173

jon.eichelberger@raymondjames.com

- 35 years of municipal finance experience, 20 years in total with Raymond James
- Lead banker on more than \$20 billion of municipal bond and swap transactions
- Experience with a wide range of issuers including City of Panama City Beach, Escambia County School District, Santa Rosa County School District, City of Tallahassee, City of Jacksonville, City of Orlando, City of St. Petersburg, City of Bradenton, City of Sarasota and City of Fort Myers.
- Series 7, 50, 52, 53, 63, 79 and 99 securities licenses

TECHNICAL & ANALYTICAL STAFF

Glenn Gough, Director

880 Carillon Parkway Tower 3, Floor 3, St. Petersburg, FL 33716

Tel: (727) 567- 5552

glenn.gough@raymondjames.com

- 19 years of municipal finance experience, 5 years in total with Raymond James

- Worked on more than \$15 billion of municipal bond issuances during his career
- Experience with a wide range of issuers including the City of Jacksonville, City of Orlando, Miami-Dade County and Manatee County to name a few.
- Series 7, 50 and 63 securities licenses

Ryan Aravind, Associate

880 Carillon Parkway Tower 3, Floor 3, St. Petersburg, FL 33716

Tel: (727) 567-6184

ryan.aravind@raymondjames.com

- 4 years of municipal finance experience, 5 years in total with Raymond James
- Provides banking and analytical support for all types of Florida municipal transactions
- Experience with a wide range of issuers including the Escambia County School District, Santa Rosa County School District, City of Tallahassee, City of Jacksonville, City of Lake Wales, City of St. Petersburg, City of Pinellas Park, City of Largo, City of Bradenton, City of Sarasota and City of Fort Myers.

Christian Bradshaw, Analyst

880 Carillon Parkway Tower 3, Floor 3, St. Petersburg, FL 33716

Tel: (727) 567-6002

christian.bradshaw@raymondjames.com

- Series 7, 52, and 63 securities licenses
- 1 year of municipal finance experience, 1 year in total with Raymond James
- Provides analytical support for all types of Florida municipal transactions
- Experience with a wide range of issuers including City of Tallahassee, City of Jacksonville and City of Fort Myers to name a few.

UNDERWRITING TEAM

Jock Wright, Managing Director

320 Park Avenue, 11th Floor, New York, NY 10022

Tel: (212) 909-4047

jock.wright@raymondjames.com

- 32 years of municipal fixed income industry experience, 19 years with Raymond James
- Primary underwriter of tax-exempt Florida debt with covenant to budget and appropriate, water and sewer system, and transportation credits.
- Notable Florida clients have included City of Panama City Beach, Escambia County School District, Santa Rosa County School District, City of Tallahassee, City of Jacksonville, City of Lake Wales, City of Pinellas Park, City of Bradenton, City of Sarasota and City of Fort Myers
- Series 7, 53 and 63 securities licenses

Jay Wheatley, Managing Director

320 Park Avenue, 11th Floor, New York, NY 10022

Tel: (212) 909-4021

jay.wheatley@raymondjames.com

- 35 years of municipal fixed income industry experience, 1 year with Raymond James
- Mr. Wheatley has underwritten over \$700 billion in municipal bonds of various sectors throughout his career
- Series 7, 10, 24, 53 and 63 securities licenses

Rhonda Sentochnik, Director

320 Park Avenue, 11th Floor, New York, NY 10022

Tel: (212) 909-4045

rhonda.sentochnik@raymondjames.com

- 38 years of municipal underwriting operations experience, 16 years with Raymond James
- Supports underwritings on all Florida transactions for issuers of all sizes and credit qualities.
- Series 7 and 63 securities licenses

4. Underwriting Experience

Florida Covenant to Budget & Appropriate (“CB&A”) Experience. It will be important for the City to select a firm that has experience in underwriting bonds secured by a covenant to budget and appropriate non-ad valorem revenues. Raymond James has dedicated a significant amount of time building a robust Florida CB&A practice serving both large and small issuers alike. **Since 2022, Raymond James has underwritten 30 negotiated Florida CB&A transactions totaling over \$2.5 billion, including acting as Senior Manager on 15 issues totaling \$857.5 million.** One or more of our core team members was involved in each of these Florida negotiated transactions. Being in the market frequently keeps us updated on bond offering disclosures, rating agency views, industry practices, investor preferences and changing credit metrics. Please refer to our Florida CB&A Negotiated Underwriting Deal List below.

Raymond James' Florida CB&A Negotiated Underwriting Experience (2022-2024 YTD)							
Role	Date	Issuer	Par Amount	Moody's	S&P	Fitch	Final Maturity
LEAD	01/20/22	Largo City-Florida	\$47.66	NR	AA	NR	09/01/51
LEAD	01/20/22	Largo City-Florida	\$4.04	NR	AA	NR	09/01/26
SOLE	05/31/22	Pinellas Park-Florida	\$28.25	NR	AA	NR	09/01/52
CO-MGR	09/14/22	Manatee Co-Florida	\$219.34	Aa1	NR	AA+	10/01/52
SOLE	05/01/23	Lake Wales Comm Redev Agency	\$17.60	Aa3	AA(AGM)	NR	09/01/51
SOLE	05/11/23	Sarasota City-Florida	\$44.46	Aa1	NR	NR	09/01/45
LEAD	06/21/23	Sarasota Co-Florida	\$24.58	NR	AA+	AA+	10/01/48
SOLE	01/24/24	Florida Municipal Loan Council	\$13.38	NR	AAA	NR	10/01/43
SOLE	03/14/24	Sarasota Co-Florida	\$23.54	NR	AA+	AA+	10/01/44
CO-MGR	05/09/24	Tallahassee City-Florida	\$65.11	Aa2	NR	AA+	10/01/54
SOLE	08/01/24	Bradenton City-Florida	\$35.88	Aa1	NR	NR	09/01/54
LEAD	In Progress	City of St. Petersburg (Tampa Bay Rays)	\$600.00	Aa2	NR	AA+	10/01/54
Total	12	\$1,123.84					

Florida & National Underwriting Experience. As a Florida-based securities firm with a strong national presence and distribution network, Raymond James is a leading underwriter with unmatched experience and expertise in structuring, marketing and pricing municipal governmental transactions nationally and in Florida. Raymond James is a top senior managing underwriter of Florida bonds and was ranked 2nd in the State in 2023. Since 2022, Raymond James has senior managed 778 negotiated transactions nationally and 31 transactions in Florida totaling over \$37.2 billion and \$2.2 billion, respectively. Additionally, we have senior managed 369 competitive transactions nationally and 7 in Florida with total par amounts of \$4.8 billion and \$175 million, respectively, over the same time frame. Please refer to our National and Florida rankings below on a negotiated and competitive basis.

National Negotiated Long-Term Rankings January 1, 2022 - June 30, 2024 Full to Book (Equal if Joint)			
Manager	Rank	Deals	Par (\$000s)
BofA Securities	1	423	86,797
RBC Capital Markets	2	775	79,284
JP Morgan	3	325	65,281
Morgan Stanley	4	224	55,392
Jefferies	5	208	49,265
Goldman Sachs	6	146	45,362
Stifel	7	1,546	43,655
Wells Fargo	8	274	42,084
Citi	9	175	39,163
Raymond James	10	778	37,216

Source: Bloomberg

National Competitive Long-Term Rankings January 1, 2022 - June 30, 2024 Full to Book (Equal if Joint)			
Manager	Rank	Deals	Par (\$000s)
BofA Securities	1	211	37,976
JP Morgan	2	242	23,372
Morgan Stanley	3	212	19,212
Robert W Baird & Co	4	1,247	14,127
Jefferies	5	147	13,454
Wells Fargo	6	115	12,172
Citi	7	107	9,643
Raymond James	8	369	4,817
Hilltop Securities Inc	9	277	4,408
Mesirow Financial Inc	10	104	4,308

Source: Bloomberg

Florida Negotiated Long-Term Rankings January 1, 2022 - June 30, 2024 Full to Book (Equal if Joint)			
Manager	Rank	Deals	Par (\$000s)
Morgan Stanley	1	20	6,130
BofA Securities	2	35	4,956
RBC Capital Markets	3	59	3,192
JP Morgan	4	15	2,276
Raymond James	5	31	2,237
FMSbonds Inc	6	222	2,233
Citi	7	13	1,960
MBS Capital Markets	8	85	1,117
Jefferies	9	12	1,052
Wells Fargo	10	8	1,050

Source: Bloomberg

Florida Competitive Long-Term Rankings January 1, 2022 - June 30, 2024 Full to Book (Equal if Joint)			
Manager	Rank	Deals	Par (\$000s)
BofA Securities	1	14	2,069
Morgan Stanley	2	6	828
Jefferies	3	8	751
JP Morgan	4	8	656
Goldman Sachs	5	1	492
Wells Fargo	6	5	422
Raymond James	7	7	175
Robert W Baird & Co	8	4	118
Hilltop Securities Inc	9	2	87
Mesirow Financial Inc	10	1	54

Source: Bloomberg

5. Experience and Services to the City

As previously mentioned, Raymond James is heavily invested in the Florida community. ***Raymond James has 39 employees in 10 Raymond James locations within Okaloosa County including Destin (3), Crestview, Niceville (2), Fort Walton Beach (2), and Shalimar (2).*** Emerald Coast Wealth Advisors of Raymond James has been engaged with the City since 2013 as an investment manager to assist in increasing the City's cash reserves. The cash was placed in a managed bond portfolio through Eagle Asset Management ("EAM") (RJF subsidiary), which continues today. In 2017, EAM suggested divesting a portion of the fund into laddered CDs, another strategy that continues today. EAM navigated the City through Fed rate hikes in 2022, resulting in substantial yield to maturity. This led the City to add a third investment sleeve by transferring a significant portion of operating cash from their bank in Raymond James money market funds. Please see below a list of Raymond James' retail branches in Destin.



Raymond James Destin Retail Presence				
Address	City	County	State	Zip
3997 Commons Dr W, Suite O	Destin	Okaloosa	FL	32541-8444
2000 98 Palms Blvd, Suite 300	Destin	Okaloosa	FL	32541-2716
34851 Emerald Coast Pkwy, Suite 200	Destin	Okaloosa	FL	32541-9304

In addition to our direct retail presence in Destin and Okaloosa County, Raymond James Financial Services ("RJFS") serves as the retail advisor for customers of FirstBank. The First currently has 39 employees in Okaloosa County, including Destin, and eight employees in Walton County.

Raymond James Additional Okaloosa County Retail Presence				
Address	City	County	State	Zip
428 N Main St	Crestview	Okaloosa	FL	32536-3540
29 Eglin Pkwy NE	Ft. Walton Beach	Okaloosa	FL	32548-4914
348 Miracle Strip Pkwy SW, Suite 13D	Ft. Walton Beach	Okaloosa	FL	32548-5258
139 Mulry Dr	Niceville	Okaloosa	FL	32578-2398
1417 Rum Still Cir	Niceville	Okaloosa	FL	32578-1662
20 Hillcrest Dr	Shalimar	Okaloosa	FL	32579-1010
3 Plew Ave	Shalimar	Okaloosa	FL	32579-1216

Raymond James also served as Co-Manager on the School Board of Okaloosa County \$113,295,000 Certificates of Participation, Series 2022 and \$156,715,000 Certificates of Participation, Series 2024.

6. Rating Strategy, Structuring and Marketing

Credit Profile. The City’s proposed bond issue will be secured by a pledge of the City’s covenant to budget and appropriate legally available non-ad valorem revenues (“CB&A NAV revenues”). The City currently has three revenue notes primarily secured by its CB&A NAV revenues. Since this will be the City’s first public debt issuance in decades, it has an opportunity to choose the number and composition of its credit ratings. Prior to establishing a credit rating on this bond issue, the rating agencies will first need to establish the general creditworthiness of the City through a General Obligation (“GO”) or long-term issuer rating, depending on the rating agency. The City currently has no underlying General Obligation/Issuer Default (“GO/IDR”) ratings. Based on our experience with Florida appropriation credits - **most recently with the City of Bradenton in July 2024** - we anticipate that Moody’s, S&P and Fitch will first establish a linkage to the City’s general creditworthiness. The lower of the Moody’s or S&P rating will tend to guide the pricing as investors will assign a greater weight to their final rating, with Fitch serving as a secondary rating, but important indicator of credit worthiness. In the following below, we discuss the local economy of the City and the impact that it has on its CB&A credit.

Local Economy. The City of Destin, with an estimated population of 14,472 (2022 estimate), is located within the economically diverse Crestview-Fort Walton Beach-Destin MSA with a population of over 299,000. The City and MSA’s populations grew by 3.9% and 4.1% percent from 2020-2022, respectively. As of July 2024, the MSA had an unemployment rate of 3.4% compared to the Florida and National unemployment rates of 3.3% and 4.3% over the same timeframe. The MSA’s real (inflation-adjusted) gross domestic product (“GDP”) was approximately \$18.4 billion in 2022, which increased 2.7% from the previous year. The City’s Median Family Income and Per Capita Income were 115.1% and 129.8% of the national median, which are strong credit positives. The largest Non-Farm payroll sectors of the MSA are Leisure & Hospitality (18.7%), Professional & Business Services (18.2%), Trade, Transportation & Utilities (17.8%), Government (15.8%), and Healthcare/Educational Services (10.1%), which combined represent 80.6% of total payrolls. The City’s top five employers are Keller Williams Realty, Big Kahuna’s Waterpark, McGuire Irish Pub, Destin Healthcare and Rehabilitation and AJ’s. In total, the top ten employers represent only 12.5% of the total employment within the City which will be considered a diversified employment base, especially when combined with the diversity of the Non-Farm payrolls discussed above. Both of these factors will be considered credit positives since the City is located within a diverse MSA. The information listed above was sourced from the most recent data from the U.S. Census Bureau, Bureau of Economic Analysis and Bureau of Labor Statistics.

	2022	2021	GDP Δ
MSA Real Gross Domestic Product (Bills)	\$18.35	\$17.87	2.7%
2022 Estimates			
	City	FL	US
Median Family Income (MFI)	\$86,777	\$67,917	\$75,149
Per Capita Personal Income	\$53,557	\$38,850	\$41,261
MFI (% of U.S.)	115.5%	90.4%	-
Per Capita Income (% of U.S.)	129.8%	94.2%	-
Est. Population			
	2022	2021	2020
City of Destin	14,472	14,217	13,931
Crestview-Fort Walton Beach-Destin MSA	299,868	292,662	288,026
Est. Assessed Market Values (bills)			
	2022	2021	2020
City of Destin	\$6.08	\$5.69	\$5.29
Full Value Per Capita	\$420,313	\$399,996	\$379,785
Unemployment Rate (July 2024)			
	MSA	FL	US
Unemployment Rate (July 2024)	3.4%	3.3%	4.3%
Labor Force by Sector (MSA)			
Total Non-Farm Payrolls (July 2024)	% of Total	Non-Farm Payrolls (000s)	
Construction, Mining and Logging	6.5%	8.7	
Manufacturing	2.5%	3.4	
Trade, Transportation and Utilities	17.8%	23.9	
Information	1.2%	1.6	
Financial Activities	5.9%	7.9	
Professional and Business Services	18.2%	24.4	
Education and Health Services	10.1%	13.6	
Leisure and Hospitality	18.7%	25.1	
Other Services	3.4%	4.5	
Government	15.8%	21.2	
Total	100.0%	134.3	

Credit Assessment Summary. Based on our independent assessment detailed below and the proposed Series 2024 new money issuance, **we believe the City’s appropriation bonds will be rated “Aa1” by Moody’s and potentially as high as “AA+” by S&P.** We believe the rating agencies will view the City’s financial position as “very strong” based on its healthy GF balance, ample liquidity and location in a diverse economic hub. Given the size of the City’s issue and the increasing costs of the initial public rating and of maintaining the rating over time, in addition to the pricing risk associated with a split rating, we do not believe having two public ratings will be necessary, especially if the City does not plan to substantially increase the size of its debt portfolio with additional new money issues after this proposed financing. Utilizing one rating will also limit the number of annual information requests from the rating agencies. The main risk of this strategy is that using one rating will limit the marketability of the bonds since some institutional investors require a minimum of two ratings in order to purchase bonds; however, in most cases the costs of

Moody's Scorecard									
		FY 2022			Post-Series 2024			Indicative Rating	
Rating Factors	Sub Factor Weight	Value	Score	Rating	Value	Score	Rating		
Economy (30%)									
Resident Income	10.0%	115.0%	0.15	Aa	115.0%	0.15	Aa	Aaa	1.5 < x ≤ 2.5
Full Value per Capita	10.0%	\$420,312	0.05	Aaa	\$420,312	0.05	Aaa	Aa2	2.5 < x ≤ 3.5
Economic Growth	10.0%	2.5%	0.05	Aaa	2.5%	0.05	Aaa	Aa3	3.5 < x ≤ 4.5
Financial Performance (30%)									
Available Fund Balance Ratio	20.0%	152.9%	0.10	Aaa	152.9%	0.10	Aaa	A1	4.5 < x ≤ 5.5
Liquidity Ratio	10.0%	57.4%	0.05	Aaa	57.4%	0.05	Aaa	A2	5.5 < x ≤ 6.5
Leverage (30%)									
Long-term Liabilities Ratio	20.0%	76.7%	0.10	Aaa	76.7%	0.10	Aa	A3	6.5 < x ≤ 7.5
Fixed-Costs Ratio	10.0%	8.7%	0.05	Aaa	15.8%	0.15	Aa	Baa1	7.5 < x ≤ 8.5
Institutional Framework (10%)									
	10.0%	"Aa"	0.30	Aa	"Aa"	0.30	Aa	Baa2	8.5 < x ≤ 9.5
	100.0%	Issuer Rating	0.85	Aaa	Issuer Rating	2.05	Aa1	Baa3	9.5 < x ≤ 10.5
								Notching Factor	
								Appropriation Risk	0.0
								Indicative Rating	2.05 Aa1

S&P Scorecard									
		FY 2022			Post-Series 2024			Indicative Rating	
Rating Factors	Factor Weight	Value	Score	Rating	Value	Score	Rating		
Economy	30.0%	1.50	0.45	aaa	1.50	0.45	aaa	AAA 1.00 ≤ x ≤ 1.64	BBB- 4.55 ≤ x ≤ 4.74
Management	20.0%	2.00	0.40	aa	2.00	0.40	aa	AA+ 1.65 ≤ x ≤ 1.94	BB 4.75 ≤ x ≤ 4.94
Institutional Framework	10.0%	2.00	0.20	aa	2.00	0.20	aa	AA 1.95 ≤ x ≤ 2.34	B 4.95 ≤ x ≤ 5.00
Budgetary Flexibility	10.0%	1.00	0.10	aaa	1.00	0.10	aaa	AA- 2.35 ≤ x ≤ 2.84	
Budgetary Performance	10.0%	1.00	0.10	aaa	1.00	0.10	aaa	A+ 2.85 ≤ x ≤ 3.24	
Liquidity	10.0%	1.00	0.10	aaa	1.00	0.10	aaa	A 3.25 ≤ x ≤ 3.64	
Debt & Contingent Liabilities	10.0%	4.00	0.40	bbb	1.00	0.10	aaa	A- 3.65 ≤ x ≤ 3.94	
					5.00	0.50	b	BBB+ 3.95 ≤ x ≤ 4.24	
								BBB 4.25 ≤ x ≤ 4.54	
		Issuer Rating	1.75	AA+	Issuer Rating	1.85	AA+	Indicative Rating	1.85 AA+

Proposed Structure. The Capital Improvement Revenue Bonds, Series 2024 will carry a term of 20 years and will price most efficiently as premium bonds with a 10-year optional redemption. Raymond James’ estimated coupons, spreads and yields for a proposed tax-exempt issuance are detailed in the table to the right. These price views assume the City would receive a rating of “Aa1/AA+” from Moody’s and S&P, a closing date of December 15, 2024 and market rates as of September 20, 2024. Raymond James’ couponing structure and redemption provisions are flexible based on the City’s objectives, prevailing market conditions at the time of pricing, and other factors as detailed in our marketing plan. Raymond James would be confident marketing the bonds with bifurcated maturities where appropriate, incorporating a mix of coupons favored by either retail or institutional investors in order to broaden the potential investor base, increase demand, and lower the overall borrowing cost. Please refer to [Appendix A](#) for detailed debt service schedules.

Capital Improvement Revenue Bonds, Series 2024 Proposed Indicative Premium Scales (Level Debt Service) As of September 20, 2024					
Maturity	MMD	Par	Coupon	Spread	Yield
2025	2.50	\$550,000	5.00	0.15	2.65
2026	2.30	\$715,000	5.00	0.17	2.47
2027	2.28	\$755,000	5.00	0.18	2.46
2028	2.30	\$790,000	5.00	0.19	2.49
2029	2.31	\$830,000	5.00	0.20	2.51
2030	2.39	\$870,000	5.00	0.22	2.61
2031	2.47	\$915,000	5.00	0.25	2.72
2032	2.55	\$960,000	5.00	0.28	2.83
2033	2.59	\$1,010,000	5.00	0.32	2.91
2034	2.63	\$1,060,000	5.00	0.34	2.97
2035	2.69	\$1,110,000	5.00	0.36	3.05
2036	2.73	\$1,165,000	5.00	0.37	3.10
2037	2.78	\$1,225,000	5.00	0.37	3.15
2038	2.80	\$1,285,000	5.00	0.37	3.17
2039	2.88	\$1,350,000	5.00	0.37	3.25
2040	2.96	\$1,420,000	5.00	0.37	3.33
2041	3.05	\$1,490,000	5.00	0.37	3.42
2042	3.11	\$1,565,000	5.00	0.37	3.48
2043	3.17	\$1,640,000	5.00	0.37	3.54
2044	3.24	\$1,725,000	5.00	0.37	3.61
Total Par Amount:		\$22,310,000			
Project Fund:		\$25,000,000			
All-In True Interest Cost:		3.69%			
True Interest Cost:		3.63%			
Total Debt Service:		\$35,647,703			
Max. Annual Debt Service:		\$1,803,250			

Marketing Strategy. Raymond James' marketing plan involves our ability to directly access all tiers of possible investors on a local, statewide, and national basis through a targeted educational and outreach effort. Raymond James recommends a three-pronged approach supported by (1) retail, (2) major institutional, and (3) secondary institutional investors, with special emphasis placed on marketing to local and statewide retail investors. The ultimate objective of our proposed marketing plan is to enhance local retail demand for the bonds while maximizing interest from a broad group of institutional investors, thus reducing the overall borrowing cost of the financing and achieving the most favorable bond terms for the City. Provided on the following page is our recommended marketing approach for the City's bond issuance.

■ **Evaluate Structuring Alternatives & Focus Marketing Efforts Accordingly.**

- Design a pricing structure that maximizes retail interest in the retail preferred maturities.
- Bifurcate maturities to structure par and/or discount bonds that attract retail investors.
- Evaluate the use of serial and term bond structures to generate diverse investor interest.

■ **Educate Local Sales Force and Entire Retail and Institutional Network.**

- Utilize our retail network throughout the Southeast and Florida, specifically Okaloosa County and the Florida Panhandle, to market the financing.
- Reach out to retail investors through visits to our local offices, flyers passed out by these retail brokers, local advertisements, broker and investor conference calls, investor seminars and personal calls and meetings that will provide an overall discussion of the financing, project(s) and the projected pricing levels.
- Prepare a sales point memorandum that summarizes key features of each offering, including credit fundamentals, anticipated structure, and timing.

■ **Utilize a Retail Order Priority to Reward Local and Statewide Investors.**

- Raymond James recommends the following priority of orders for retail investors: (1) Okaloosa County Retail Orders; (2) Florida Retail Orders and; (3) National Retail Orders.

■ **Target Traditional Investors in Covenant to Budget and Appropriate (CB&A) Bonds.**

- The underwriting team needs to be aware of who is currently active in the market. For example, *Vanguard, Nuveen Asset Management, Capital Group, Franklin Advisers, Blackrock, Alliance Bernstein Fidelity Investments, T Rowe Price Associates, and Goldman Sachs* are all aggressive buyers of CB&A bonds at both the national level and in Florida. These investors could be prime targets for the City since they are consistently active in the sector, and would be first-rate additions to the investor base. Direct outreach to these accounts may generate orders.

Rank	National (CB&A Holders)	Par (\$mils)
1	The Vanguard Group, Inc	\$58,068.8
2	Nuveen Asset Management LLC	\$33,416.6
3	Fidelity Management & Research	\$21,101.1
4	Capital Fixed Income Investors	\$15,914.5
5	Franklin Advisers, Inc	\$14,688.1
6	T Rowe Price Associates Inc	\$12,336.2
7	AllianceBernstein LP	\$11,814.0
8	Charles Schwab Investment Management	\$9,531.8
9	BlackRock Investment Management	\$9,280.1
10	MFS Investment Management	\$9,140.6
11	Invesco Advisers, Inc (San Diego)	\$9,067.7
12	OppenheimerFunds Inc (Rochester)	\$7,292.2
13	Goldman Sachs Asset Management	\$7,054.3
14	JP Morgan Asset Management	\$6,991.5
15	Lord, Abnett & Co LLC	\$6,524.3
16	MacKay Shields LLC	\$6,283.7
17	Capital Fixed Income Investors	\$5,240.8
18	Federated Hermes Investment Management	\$4,994.2
19	PIMCO (US)	\$4,929.8
20	BlackRock Financial Management, Inc	\$4,609.9

Rank	Florida (CB&A Holders)	Par (\$mils)
1	Nuveen Asset Management LLC	\$2,662.2
2	The Vanguard Group, Inc	\$2,224.6
3	Fidelity Management & Research	\$1,459.7
4	Capital Fixed Income Investors	\$947.8
5	Invesco Advisers, Inc (San Diego)	\$732.6
6	AllianceBernstein LP	\$723.6
7	BlackRock Investment Management	\$633.8
8	T Rowe Price Associates Inc	\$594.9
9	JP Morgan Asset Management	\$474.6
10	MFS Investment Management	\$474.4
11	Goldman Sachs Asset Management	\$393.5
12	Franklin Advisers, Inc	\$369.5
13	MacKay Shields LLC	\$306.4
14	Macquarie Investment Management	\$298.5
15	BlackRock Financial Management, Inc	\$297.0
16	OppenheimerFunds Inc (Rochester)	\$285.8
17	Federated Hermes Investment Management	\$281.1
18	Lord, Abnett & Co LLC	\$276.2
19	Charles Schwab Investment Management Inc	\$267.2
20	Fidelity Management & Research	\$192.6

■ **Post Voluntary Notice of Proposed Financing to EMMA**

- The City could consider posting a conditional notice on EMMA which will allow our underwriting desk to pre-market the bonds prior to posting the POS. The notice is typically just a one-page document with preliminary details of the bond offering.

■ **POS Timing.**

- We always prefer disseminating information to market early allowing sufficient time for investors to understand the credit and security pledge, even though in this case the credit and security structure are very straightforward.

7. Proposed Fees & Expenses

Underwriting Spread. For the Series 2024 Bonds, Raymond James proposes a flat takedown of \$2.00 per bond regardless of maturity or structure. Raymond James would have approximately \$1.37 per bond in additional underwriter's expenses associated with the transaction, including underwriter's counsel, which assumes the proposed firm will not be responsible for preparing the offering documents or providing the 10b-5 opinion, and its responsibility will be limited to preparing the Bond Purchase Agreement and coordinating the Due Diligence call on behalf of the underwriters. Our fees are based upon the proposed structure in the RFP and could change if the size, rating, or amortization of the bond structure changes significantly. We have provided detailed underwriter's expenses in the tables to the right. Out-of-state travel expenses, if any, would be billed separately and are not included in the fees shown.

Total Gross Underwriting Spread		
	\$/bond	\$
Average Takedown	\$2.00	\$44,620.00
U/W Expenses	<u>1.37</u>	<u>30,643.74</u>
Total	\$3.37	\$75,263.74

Underwriting Expenses Detail		
Expense	\$/bond	\$
U/WCounsel	\$1.12	\$25,000.00
lpreo Expense	0.11	2,478.74
DTC Charges	0.05	1,190.00
CUSIP	0.04	975.00
Miscellaneous	0.04	1,000.00
Total	\$1.37	\$30,643.74

Appendix A

Financing Schedules

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City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

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SOURCES AND USES OF FUNDS

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Sources:

Bond Proceeds:	
Par Amount	22,310,000.00
Premium	2,901,050.30
	25,211,050.30

Uses:

Project Fund Deposits:	
Project Fund	25,000,000.00
Delivery Date Expenses:	
Cost of Issuance	133,860.00
Underwriter's Discount	75,263.74
	209,123.74
Other Uses of Funds:	
Additional Proceeds	1,926.56
	25,211,050.30

BOND SUMMARY STATISTICS

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Dated Date	12/15/2024
Delivery Date	12/15/2024
Last Maturity	10/01/2044
Arbitrage Yield	3.180257%
True Interest Cost (TIC)	3.632282%
Net Interest Cost (NIC)	3.940677%
All-In TIC	3.691985%
Average Coupon	5.000000%
Average Life (years)	11.957
Weighted Average Maturity (years)	12.018
Duration of Issue (years)	9.117
Par Amount	22,310,000.00
Bond Proceeds	25,211,050.30
Total Interest	13,337,702.78
Net Interest	10,511,916.22
Total Debt Service	35,647,702.78
Maximum Annual Debt Service	1,803,250.00
Average Annual Debt Service	1,800,894.33
Underwriter's Fees (per \$1000)	
Average Takedown	2.000000
Other Fee	1.373543
Total Underwriter's Discount	3.373543
Bid Price	112.666009

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Maturities	22,310,000.00	113.003	5.000%	11.957	17,160.90
	22,310,000.00			11.957	17,160.90

	TIC	All-In TIC	Arbitrage Yield
Par Value	22,310,000.00	22,310,000.00	22,310,000.00
+ Accrued Interest			
+ Premium (Discount)	2,901,050.30	2,901,050.30	2,901,050.30
- Underwriter's Discount	-75,263.74	-75,263.74	
- Cost of Issuance Expense		-133,860.00	
- Other Amounts			
Target Value	25,135,786.56	25,001,926.56	25,211,050.30
Target Date	12/15/2024	12/15/2024	12/15/2024
Yield	3.632282%	3.691985%	3.180257%

BOND PRICING

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown	
Serial Maturities:											
	10/01/2025	545,000	5.000%	2.650%	101.831				9,978.95	2.000	
	10/01/2026	715,000	5.000%	2.470%	104.410				31,531.50	2.000	
	10/01/2027	750,000	5.000%	2.460%	106.815				51,112.50	2.000	
	10/01/2028	785,000	5.000%	2.490%	109.030				70,885.50	2.000	
	10/01/2029	825,000	5.000%	2.510%	111.178				92,218.50	2.000	
	10/01/2030	865,000	5.000%	2.610%	112.771				110,469.15	2.000	
	10/01/2031	910,000	5.000%	2.720%	114.053				127,882.30	2.000	
	10/01/2032	955,000	5.000%	2.830%	115.078				143,994.90	2.000	
	10/01/2033	1,005,000	5.000%	2.910%	116.109				161,895.45	2.000	
	10/01/2034	1,050,000	5.000%	2.970%	117.138				179,949.00	2.000	
	10/01/2035	1,105,000	5.000%	3.050%	116.398	C	3.192%	10/01/2034	100.000	181,197.90	2.000
	10/01/2036	1,160,000	5.000%	3.100%	115.939	C	3.352%	10/01/2034	100.000	184,892.40	2.000
	10/01/2037	1,220,000	5.000%	3.150%	115.482	C	3.489%	10/01/2034	100.000	188,880.40	2.000
	10/01/2038	1,280,000	5.000%	3.170%	115.300	C	3.584%	10/01/2034	100.000	195,840.00	2.000
	10/01/2039	1,345,000	5.000%	3.250%	114.574	C	3.711%	10/01/2034	100.000	196,020.30	2.000
	10/01/2040	1,410,000	5.000%	3.330%	113.854	C	3.823%	10/01/2034	100.000	195,341.40	2.000
	10/01/2041	1,480,000	5.000%	3.420%	113.051	C	3.931%	10/01/2034	100.000	193,154.80	2.000
	10/01/2042	1,555,000	5.000%	3.480%	112.519	C	4.009%	10/01/2034	100.000	194,670.45	2.000
	10/01/2043	1,635,000	5.000%	3.540%	111.990	C	4.080%	10/01/2034	100.000	196,036.50	2.000
	10/01/2044	1,715,000	5.000%	3.610%	111.376	C	4.151%	10/01/2034	100.000	195,098.40	2.000
22,310,000									2,901,050.30		

Dated Date	12/15/2024	
Delivery Date	12/15/2024	
First Coupon	04/01/2025	
Par Amount	22,310,000.00	
Premium	2,901,050.30	
Production	25,211,050.30	113.003363%
Underwriter's Discount	-75,263.74	-0.337354%
Purchase Price	25,135,786.56	112.666009%
Accrued Interest		
Net Proceeds	25,135,786.56	

BOND DEBT SERVICE**City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2025			328,452.78	328,452.78	
10/01/2025	545,000	5.000%	557,750.00	1,102,750.00	1,431,202.78
04/01/2026			544,125.00	544,125.00	
10/01/2026	715,000	5.000%	544,125.00	1,259,125.00	1,803,250.00
04/01/2027			526,250.00	526,250.00	
10/01/2027	750,000	5.000%	526,250.00	1,276,250.00	1,802,500.00
04/01/2028			507,500.00	507,500.00	
10/01/2028	785,000	5.000%	507,500.00	1,292,500.00	1,800,000.00
04/01/2029			487,875.00	487,875.00	
10/01/2029	825,000	5.000%	487,875.00	1,312,875.00	1,800,750.00
04/01/2030			467,250.00	467,250.00	
10/01/2030	865,000	5.000%	467,250.00	1,332,250.00	1,799,500.00
04/01/2031			445,625.00	445,625.00	
10/01/2031	910,000	5.000%	445,625.00	1,355,625.00	1,801,250.00
04/01/2032			422,875.00	422,875.00	
10/01/2032	955,000	5.000%	422,875.00	1,377,875.00	1,800,750.00
04/01/2033			399,000.00	399,000.00	
10/01/2033	1,005,000	5.000%	399,000.00	1,404,000.00	1,803,000.00
04/01/2034			373,875.00	373,875.00	
10/01/2034	1,050,000	5.000%	373,875.00	1,423,875.00	1,797,750.00
04/01/2035			347,625.00	347,625.00	
10/01/2035	1,105,000	5.000%	347,625.00	1,452,625.00	1,800,250.00
04/01/2036			320,000.00	320,000.00	
10/01/2036	1,160,000	5.000%	320,000.00	1,480,000.00	1,800,000.00
04/01/2037			291,000.00	291,000.00	
10/01/2037	1,220,000	5.000%	291,000.00	1,511,000.00	1,802,000.00
04/01/2038			260,500.00	260,500.00	
10/01/2038	1,280,000	5.000%	260,500.00	1,540,500.00	1,801,000.00
04/01/2039			228,500.00	228,500.00	
10/01/2039	1,345,000	5.000%	228,500.00	1,573,500.00	1,802,000.00
04/01/2040			194,875.00	194,875.00	
10/01/2040	1,410,000	5.000%	194,875.00	1,604,875.00	1,799,750.00
04/01/2041			159,625.00	159,625.00	
10/01/2041	1,480,000	5.000%	159,625.00	1,639,625.00	1,799,250.00
04/01/2042			122,625.00	122,625.00	
10/01/2042	1,555,000	5.000%	122,625.00	1,677,625.00	1,800,250.00
04/01/2043			83,750.00	83,750.00	
10/01/2043	1,635,000	5.000%	83,750.00	1,718,750.00	1,802,500.00
04/01/2044			42,875.00	42,875.00	
10/01/2044	1,715,000	5.000%	42,875.00	1,757,875.00	1,800,750.00
	22,310,000		13,337,702.78	35,647,702.78	35,647,702.78

BOND DEBT SERVICE

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2025	545,000	5.000%	886,202.78	1,431,202.78
10/01/2026	715,000	5.000%	1,088,250.00	1,803,250.00
10/01/2027	750,000	5.000%	1,052,500.00	1,802,500.00
10/01/2028	785,000	5.000%	1,015,000.00	1,800,000.00
10/01/2029	825,000	5.000%	975,750.00	1,800,750.00
10/01/2030	865,000	5.000%	934,500.00	1,799,500.00
10/01/2031	910,000	5.000%	891,250.00	1,801,250.00
10/01/2032	955,000	5.000%	845,750.00	1,800,750.00
10/01/2033	1,005,000	5.000%	798,000.00	1,803,000.00
10/01/2034	1,050,000	5.000%	747,750.00	1,797,750.00
10/01/2035	1,105,000	5.000%	695,250.00	1,800,250.00
10/01/2036	1,160,000	5.000%	640,000.00	1,800,000.00
10/01/2037	1,220,000	5.000%	582,000.00	1,802,000.00
10/01/2038	1,280,000	5.000%	521,000.00	1,801,000.00
10/01/2039	1,345,000	5.000%	457,000.00	1,802,000.00
10/01/2040	1,410,000	5.000%	389,750.00	1,799,750.00
10/01/2041	1,480,000	5.000%	319,250.00	1,799,250.00
10/01/2042	1,555,000	5.000%	245,250.00	1,800,250.00
10/01/2043	1,635,000	5.000%	167,500.00	1,802,500.00
10/01/2044	1,715,000	5.000%	85,750.00	1,800,750.00
	22,310,000		13,337,702.78	35,647,702.78

AGGREGATE DEBT SERVICE

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Date	Capital Improvement Revenue Bonds, Series 2024	Existing CB&A Debt	Aggregate Debt Service
04/01/2025	328,452.78		328,452.78
09/30/2025		2,305,000.77	2,305,000.77
10/01/2025	1,102,750.00		1,102,750.00
04/01/2026	544,125.00		544,125.00
09/30/2026		2,318,040.18	2,318,040.18
10/01/2026	1,259,125.00		1,259,125.00
04/01/2027	526,250.00		526,250.00
09/30/2027		2,309,552.74	2,309,552.74
10/01/2027	1,276,250.00		1,276,250.00
04/01/2028	507,500.00		507,500.00
09/30/2028		2,314,604.59	2,314,604.59
10/01/2028	1,292,500.00		1,292,500.00
04/01/2029	487,875.00		487,875.00
09/30/2029		1,837,121.10	1,837,121.10
10/01/2029	1,312,875.00		1,312,875.00
04/01/2030	467,250.00		467,250.00
09/30/2030		1,013,168.81	1,013,168.81
10/01/2030	1,332,250.00		1,332,250.00
04/01/2031	445,625.00		445,625.00
09/30/2031		546,917.12	546,917.12
10/01/2031	1,355,625.00		1,355,625.00
04/01/2032	422,875.00		422,875.00
10/01/2032	1,377,875.00		1,377,875.00
04/01/2033	399,000.00		399,000.00
10/01/2033	1,404,000.00		1,404,000.00
04/01/2034	373,875.00		373,875.00
10/01/2034	1,423,875.00		1,423,875.00
04/01/2035	347,625.00		347,625.00
10/01/2035	1,452,625.00		1,452,625.00
04/01/2036	320,000.00		320,000.00
10/01/2036	1,480,000.00		1,480,000.00
04/01/2037	291,000.00		291,000.00
10/01/2037	1,511,000.00		1,511,000.00
04/01/2038	260,500.00		260,500.00
10/01/2038	1,540,500.00		1,540,500.00
04/01/2039	228,500.00		228,500.00
10/01/2039	1,573,500.00		1,573,500.00
04/01/2040	194,875.00		194,875.00
10/01/2040	1,604,875.00		1,604,875.00
04/01/2041	159,625.00		159,625.00
10/01/2041	1,639,625.00		1,639,625.00
04/01/2042	122,625.00		122,625.00
10/01/2042	1,677,625.00		1,677,625.00
04/01/2043	83,750.00		83,750.00
10/01/2043	1,718,750.00		1,718,750.00
04/01/2044	42,875.00		42,875.00
10/01/2044	1,757,875.00		1,757,875.00
	35,647,702.78	12,644,405.31	48,292,108.09

AGGREGATE DEBT SERVICE

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Period Ending	Capital Improvement Revenue Bonds, Series 2024	Existing CB&A Debt	Aggregate Debt Service
10/01/2025	1,431,202.78	2,305,000.77	3,736,203.55
10/01/2026	1,803,250.00	2,318,040.18	4,121,290.18
10/01/2027	1,802,500.00	2,309,552.74	4,112,052.74
10/01/2028	1,800,000.00	2,314,604.59	4,114,604.59
10/01/2029	1,800,750.00	1,837,121.10	3,637,871.10
10/01/2030	1,799,500.00	1,013,168.81	2,812,668.81
10/01/2031	1,801,250.00	546,917.12	2,348,167.12
10/01/2032	1,800,750.00		1,800,750.00
10/01/2033	1,803,000.00		1,803,000.00
10/01/2034	1,797,750.00		1,797,750.00
10/01/2035	1,800,250.00		1,800,250.00
10/01/2036	1,800,000.00		1,800,000.00
10/01/2037	1,802,000.00		1,802,000.00
10/01/2038	1,801,000.00		1,801,000.00
10/01/2039	1,802,000.00		1,802,000.00
10/01/2040	1,799,750.00		1,799,750.00
10/01/2041	1,799,250.00		1,799,250.00
10/01/2042	1,800,250.00		1,800,250.00
10/01/2043	1,802,500.00		1,802,500.00
10/01/2044	1,800,750.00		1,800,750.00
	35,647,702.78	12,644,405.31	48,292,108.09

COST OF ISSUANCE

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Cost of Issuance	\$/1000	Amount
Other Cost of Issuance	6.00	133,860.00
	6.00	133,860.00

UNDERWRITER'S DISCOUNT

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Underwriter's Discount	\$/1000	Amount
Average Takedown	2.00000	44,620.00
Underwriter's Counsel	1.12057	25,000.00
IPREO	0.11110	2,478.74
CUSIP	0.05334	1,190.00
DTC	0.04370	975.00
Misc./Out-of-Pocket	0.04482	1,000.00
	3.37354	75,263.74

PROOF OF ARBITRAGE YIELD

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Date	Debt Service	Present Value to 12/15/2024 @ 3.1802574219%
04/01/2025	328,452.78	325,415.45
10/01/2025	1,102,750.00	1,075,451.37
04/01/2026	544,125.00	522,349.14
10/01/2026	1,259,125.00	1,189,815.27
04/01/2027	526,250.00	489,498.41
10/01/2027	1,276,250.00	1,168,539.57
04/01/2028	507,500.00	457,395.83
10/01/2028	1,292,500.00	1,146,661.42
04/01/2029	487,875.00	426,051.11
10/01/2029	1,312,875.00	1,128,560.91
04/01/2030	467,250.00	395,366.10
10/01/2030	1,332,250.00	1,109,645.70
04/01/2031	445,625.00	365,356.33
10/01/2031	1,355,625.00	1,094,044.92
04/01/2032	422,875.00	335,935.64
10/01/2032	1,377,875.00	1,077,463.04
04/01/2033	399,000.00	307,124.14
10/01/2033	1,404,000.00	1,063,791.83
04/01/2034	373,875.00	278,846.02
10/01/2034	15,328,875.00	11,253,738.09
	31,544,952.78	25,211,050.30

Proceeds Summary

Delivery date	12/15/2024
Par Value	22,310,000.00
Premium (Discount)	2,901,050.30
Target for yield calculation	25,211,050.30

PROOF OF ARBITRAGE YIELD

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
SERIAL	10/01/2035	5.000%	3.050%	10/01/2034	100.000	3.0510821%
SERIAL	10/01/2036	5.000%	3.100%	10/01/2034	100.000	3.1010785%
SERIAL	10/01/2037	5.000%	3.150%	10/01/2034	100.000	3.1510923%
SERIAL	10/01/2038	5.000%	3.170%	10/01/2034	100.000	3.1710761%
SERIAL	10/01/2039	5.000%	3.250%	10/01/2034	100.000	3.2511681%
SERIAL	10/01/2040	5.000%	3.330%	10/01/2034	100.000	3.3311990%
SERIAL	10/01/2041	5.000%	3.420%	10/01/2034	100.000	3.4211724%
SERIAL	10/01/2042	5.000%	3.480%	10/01/2034	100.000	3.4812031%
SERIAL	10/01/2043	5.000%	3.540%	10/01/2034	100.000	3.5412329%
SERIAL	10/01/2044	5.000%	3.610%	10/01/2034	100.000	3.6113355%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
SERIAL	10/01/2035	5.000%	3.050%			3.1926619%	0.1415798%
SERIAL	10/01/2036	5.000%	3.100%			3.3531648%	0.2520863%
SERIAL	10/01/2037	5.000%	3.150%			3.4899027%	0.3388104%
SERIAL	10/01/2038	5.000%	3.170%			3.5848824%	0.4138063%
SERIAL	10/01/2039	5.000%	3.250%			3.7114210%	0.4602529%
SERIAL	10/01/2040	5.000%	3.330%			3.8238467%	0.4926477%
SERIAL	10/01/2041	5.000%	3.420%			3.9314545%	0.5102821%
SERIAL	10/01/2042	5.000%	3.480%			4.0096177%	0.5284146%
SERIAL	10/01/2043	5.000%	3.540%			4.0807207%	0.5394878%
SERIAL	10/01/2044	5.000%	3.610%			4.1519724%	0.5406370%

FORM 8038 STATISTICS

City of Destin, Florida
Capital Improvement Revenue Bonds, Series 2024

Dated Date 12/15/2024
Delivery Date 12/15/2024

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Maturities:						
	10/01/2025	545,000.00	5.000%	101.831	554,978.95	545,000.00
	10/01/2026	715,000.00	5.000%	104.410	746,531.50	715,000.00
	10/01/2027	750,000.00	5.000%	106.815	801,112.50	750,000.00
	10/01/2028	785,000.00	5.000%	109.030	855,885.50	785,000.00
	10/01/2029	825,000.00	5.000%	111.178	917,218.50	825,000.00
	10/01/2030	865,000.00	5.000%	112.771	975,469.15	865,000.00
	10/01/2031	910,000.00	5.000%	114.053	1,037,882.30	910,000.00
	10/01/2032	955,000.00	5.000%	115.078	1,098,994.90	955,000.00
	10/01/2033	1,005,000.00	5.000%	116.109	1,166,895.45	1,005,000.00
	10/01/2034	1,050,000.00	5.000%	117.138	1,229,949.00	1,050,000.00
	10/01/2035	1,105,000.00	5.000%	116.398	1,286,197.90	1,105,000.00
	10/01/2036	1,160,000.00	5.000%	115.939	1,344,892.40	1,160,000.00
	10/01/2037	1,220,000.00	5.000%	115.482	1,408,880.40	1,220,000.00
	10/01/2038	1,280,000.00	5.000%	115.300	1,475,840.00	1,280,000.00
	10/01/2039	1,345,000.00	5.000%	114.574	1,541,020.30	1,345,000.00
	10/01/2040	1,410,000.00	5.000%	113.854	1,605,341.40	1,410,000.00
	10/01/2041	1,480,000.00	5.000%	113.051	1,673,154.80	1,480,000.00
	10/01/2042	1,555,000.00	5.000%	112.519	1,749,670.45	1,555,000.00
	10/01/2043	1,635,000.00	5.000%	111.990	1,831,036.50	1,635,000.00
	10/01/2044	1,715,000.00	5.000%	111.376	1,910,098.40	1,715,000.00
		22,310,000.00			25,211,050.30	22,310,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/01/2044	5.000%	1,910,098.40	1,715,000.00		
Entire Issue			25,211,050.30	22,310,000.00	12.0179	3.1803%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	209,123.74
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Appendix B

Addendum

ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS FOR INVESTMENT BANKING/UNDERWRITING SERVICES
\$25,000,000* CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Request for Qualifications for Investment Banking/Underwriting Services ("RFQ") and is hereby made a part of the proposal documents. Per the RFQ, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Tentative RFQ Schedule found on page 1 of the RFQ is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Committee Results/Recommendations Presented to City Council

Responses to the RFQ are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

RICK Patterson
Print Name


Signature

9/25/24
Date

Disclaimer

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor municipal advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax, or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors, and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.



City of Destin, Florida

Request for Proposals for Investment Banking/Underwriting Services

Truist Securities

September 26, 2024

Truist Securities – Public Finance Group

**3333 Peachtree Rd. NE, Fl. 11
Atlanta, GA 30326**

Ryan Trauffler
Vice President
Atlanta, GA
(713) 703-4231
Ryan.Trauffler@truist.com

KayDee Hoard
Director
Atlanta, GA
(706) 491-5946
KayDee.Hoard@Truist.com

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This presentation does not constitute a commitment to lend money, underwrite any proposed transaction, purchase securities or other assets, provide financing, arrange financing, or provide any other services. Truist Securities, Inc. and its representatives and affiliates make no representation and have given you no advice concerning the appropriate regulatory treatment, accounting treatment, or possible tax consequences of the proposed transactions described herein. Prior to entering into any proposed transaction, you should determine, without reliance upon Truist Securities, Inc. or its representatives or affiliates, the economic risks and merits, as well as the legal, tax, and accounting characteristics and consequences, of the transaction, and that you are able to assume these risks. These materials should not be relied upon for the maintenance of your books and records or for any tax, accounting, legal or other purposes.

All materials, including proposed terms and conditions, are indicative and for discussion purposes only. Finalized terms and conditions are subject to further discussion and negotiation and will be evidenced by a formal written agreement. Except as required by applicable law, we make no representation or warranty, express or implied, to you or to any person as to the content of the information contained herein. Opinions expressed herein are current opinions only as of the date indicated. Any historical price(s) or value(s) are also only as of the date indicated. We are under no obligation to update opinions or other information. Neither Truist Securities nor any of its employees, affiliates, advisors, agents or representatives shall have any liability, whether directly or indirectly, in contract, in tort or otherwise, to any person in connection with these materials. There can be no assurance that any projections can be realized, that forward looking statements will materialize or that actual returns or results will not be materially lower than those presented herein. Neither Truist Securities nor any of its employees, affiliates, advisors, agents or representatives accepts any fiduciary responsibility or liability for any consequences, financial or otherwise, arising from the implementation of this proposal. Truist Securities, its affiliates and/or individuals associated therewith may have positions in the products or securities (including derivatives thereof) referred to herein.

Any interest rates or transactional terms used herein are hypothetical and take into consideration conditions in today's market and other factual information.

This presentation does not constitute an offer to enter into any "Swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (which we refer to, along with any "foreign exchange swap" or "foreign exchange forward", as a "Swap"). This presentation is not a recommendation that you act on the strategies or transactions described herein or that you enter into a Swap or any trading strategy involving a Swap. Any such offer or recommendation, if any, will only occur after we have received appropriate documentation from you regarding whether you are qualified to enter into a swap under applicable law. If Truist Bank makes a swap recommendation or offers to enter into a Swap with you after you have qualified pursuant to appropriate documentation, you should understand that Truist Bank will be acting in its capacity as a counterparty.

Nothing in this document constitutes a "Research Report" within the meaning of CFTC Regulation 23.605(a)(9). If this document references a Swap, this document constitutes a solicitation within the meaning of CFTC Regulation 23.605(a)(9)(v) to potentially enter into a derivatives transaction upon satisfaction of all applicable legal requirements.

The following disclosures are required by Municipal Securities Board ("MSRB") Rule G-17, as Truist Securities proposes to serve as an underwriter, and not as a financial advisor, municipal advisor or fiduciary to any person or entity, in connection with the issuance and sale of securities for the person to whom this is addressed:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with an issuer, and an underwriter has financial and other interests that differ from those of such issuer.
- (iii) Unlike a municipal advisor, an underwriter does not have a fiduciary duty to an issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of that issuer without regard to its own financial or other interests.
- (iv) An underwriter has a duty to purchase securities from an issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.
- (v) An underwriter will review the official statement, if any, for those securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.
- (vi) The issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the issuer's interest in the transaction.

The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. You should consult with your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, then you are free to engage a municipal advisor to serve in that capacity.

Truist Securities is a trade name for the corporate and investment banking services of Truist Financial Corporation and its subsidiaries, including Truist Securities, Inc., member, FINRA and SIPC. All rights reserved. Debt and equity underwriting, trading, research and sales, loan syndications, municipal securities trading and sales, and mergers and acquisitions advisory services are offered by Truist Securities, Inc. Cash management, loans and loan related products, foreign exchange, risk management products and services and agency services are offered by various non-broker dealer subsidiaries of Truist Financial Corporation.

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September 26, 2024



Larry Jones, *Interim City Manager*
City of Destin, Florida

Dear Mr. Jones,

On behalf of Truist Securities, Inc. ("Truist"), we are pleased to submit our proposal to serve the City of Destin, Florida (the "City") as senior managing underwriter for the City's contemplated issuance of Capital Improvement Revenue Bonds, Series 2024. Our experienced Public Finance banking team is highly qualified to serve as underwriter and is well-positioned to provide the City with comprehensive financing solutions that will deliver successful results. While serving as sole or senior managing underwriter for the City is Truist's top priority, Truist would also be pleased to serve the City in a co-managing underwriter role if it chooses to engage more than one firm. The following points will serve as the basis for selecting Truist as underwriter for the City's Series 2024 transaction.

Committed Financial Partner to the City. Truist aims to be a trusted, full-service financial partner for the City, capable of delivering innovative solutions and exceptional service. In addition to Truist Bank being a current credit provider to the City (with \$3.86 million currently outstanding), our Truist Public Finance team, in tandem with our colleagues in Truist Bank, met with the City in its offices in both 2023 as well as earlier in 2024. After meeting with the City in March 2024, we then provided an emailed update of current market conditions for the City to utilize for its board meeting. Truist Securities has also shared with the City our monthly Florida municipal updates that provide an overview of our market, trends, and recent Florida new issue deal pricings.

Largely due to our services provided to the City historically and after spending time deep-diving into the City's financial statements ahead of our recent meetings, the Truist Public Finance team has a strong understanding of, and grasp on, the City's current situation and its credit, and we will use this knowledge to expertly craft the City's rating presentation in conjunction with the City and its financial advisor. We feel that this knowledge will be invaluable in best positioning the City for its inaugural credit ratings, as well as when we are marketing the City's transaction to the universe of tax-exempt bond investors. Truist understands the City's need for dependable financial partners, and we are committed to strengthening our firm's existing partnership with the City.

Truist's Capital Strength and Confidence in Successful, High-Level Execution for the City. Truist Financial Corporation has grown in strength in recent years, currently supporting Truist Securities with total capital of nearly \$58 billion. As such, Truist has sufficient capital to provide the City with a high level of confidence in execution and has the capacity to commit its capital to underwrite any unsold balances, particularly in volatile market conditions. In today's interest rate environment, a firm with a strong balance sheet (and the propensity to use it) may be the single most important quality in achieving the lowest cost of capital. **Truist will leverage its balance sheet to increase negotiating leverage during pricing, and if needed, will look to support the City's transaction by taking bonds into inventory to support market pricing levels and ensure that the City achieves a low cost of capital at pricing.**

Results-Driven Pricing and Demonstrated Capital Commitments. Truist will put the full depth of its distribution network and balance sheet to work for the City's upcoming financing. Truist maintains active relationships with over 650 institutional municipal accounts, providing a keen understanding of the current market landscape, including activity level of investors and buying preferences. Truist's leading municipal sales and trading team trades over \$58 billion of municipal bonds annually, and we executed over \$1.7 billion in trades of Florida municipal paper from August 1, 2023 through August 31, 2024. Truist accounted for 2.4% of all Florida municipal secondary trade volume in the same time frame, a significant figure.

Leading Underwriter with Extensive Experience. Truist is a leading underwriter of municipal debt nationally, having risen 19 positions in the current 2024 national league table year-to-date versus the end of 2023's league table. We are currently ranked as the 16th underwriter nationwide by volume, up from #35 in 2023 and #47 in 2022. Truist's rapid rise in Public Finance is due to our renewed commitment to the sector over the past two-plus years and consistent new hiring by our department. Our team has hired 30 municipal banking, underwriting, sales, and trading professionals, the majority of whom are senior-level hires from competitor firms, as we have grown our business and risen up the league tables.

Truist's Public Finance team for the City brings an abundance of experience. Scott Frail, *lead underwriter and Head of Truist Public Finance and Syndicate Desk*, has executed over \$70 billion in senior managed transactions over the course of his 30+ year career. Ryan Trauffer, *Vice President*, and KayDee Hoard, *Director*, will serve as Truist's bankers for the City; they each have executed several billions dollars' worth of municipal new issue transactions in the senior managing underwriter role. **This team closed a comparably-sized July 2024 sole managed transaction for Okeechobee County, Florida (\$24 million), and we also have served recently on lead-managed financings for Rowan County, NC**

(\$65mm), Metropolitan Sewer Subdistrict, SC (\$37mm), Town of Leland, NC (\$13mm), and Wake County, NC (\$137). In Florida, we served on financings last month for Central Florida Expressway Authority (co-managed, \$361 million), Daytona Beach (co-managed, \$49 million), and Cornerstone Classical Academy, Florida in June (\$24 million; sole manager). Truist also served on the syndicate for the City of Jacksonville (co-managed, \$266 million), and we are currently mandated and working on upcoming negotiated co-managed transactions for the cities of West Melbourne (est. \$50 million), and St. Petersburg (est. \$500 million). Since 2021, Truist has served as an underwriter on 143 municipal transactions for a par amount of \$18.2 billion, including serving as senior manager on 71 transactions for a par amount of \$2.4 billion.

Distribution Platform with Access to All Investor Types. Truist, through its multi-channel distribution network, can access a broad range of investor classes on behalf of the City. As part of Truist Securities' 60 sales, trading, and underwriting professionals across 12 fixed income institutional sales offices nationwide, Truist employs eight (8) dedicated municipal institutional sales professionals within our Municipal Sales & Trading team. Our municipal sales team is in constant contact with our lead municipal underwriter, Scott Frail, who also serves as Head of Truist Securities' Public Finance Group and Syndicate Desk. Scott will coordinate Truist's team of dedicated professionals to ensure that the Series 2024 transaction receives the backing of the entire Truist platform to ultimately achieve a successful outcome.

Large Bank with Strong Presence in Florida. Truist Financial Corporation ("TFC") is one of the largest financial holding companies in the country, allowing our team to bring several strengths to the City that many of our competitors cannot offer. Truist Securities' capital strength, supported by TFC and Truist Bank, ensures confidence in execution on pricing day and is unmatched by a majority of smaller and regional investment banks. Our local footprint through Truist Bank, and through our many lines of business in Truist Securities, helps maintain a robust retail distribution network throughout the southeastern United States and allows us to function as both a large bank and as a regional bank. **Truist operates 460 branches within Florida, including two (2) branches within the Destin area.** As a community bank, Truist Bank is committed to improving and contributing to the communities where it does business, differentiating us from single purpose investment banks.

In closing, we would like to reiterate our commitment to providing the City of Destin with the highest level of service, execution, and expertise. We hope that our credentials we highlight within our response merit our selection as lead managing underwriter for the City's contemplated bond financing. Please do not hesitate to contact us with any questions regarding our proposal.

Sincerely,



Ryan Trauffler
Vice President
Public Finance
(713) 703-4231
Ryan.Trauffler@truist.com



KayDee Hoard
Director
Public Finance
(706) 491-5946
KayDee.Hoard@truist.com

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1. Firm Overview

Truist Firm Overview. On December 6, 2019, BB&T and SunTrust banks merged and became Truist Bank (parent Truist Financial Corporation, “TFC” on the NYSE). Truist Financial Corp., with 275 years of combined BB&T and SunTrust history, is headquartered in Charlotte, North Carolina and is the 7th largest financial services holding company in the nation by domestic assets (\$527.428bn)¹, offering a wide range of services including retail, small business and commercial banking; asset management; capital markets; commercial real estate; corporate and institutional banking; insurance; mortgage; specialized lending; and wealth management. TFC and Truist Bank serve approximately 10 million households with leading market share in many high-growth markets in the country.

Truist Securities Overview and Experience. Truist Securities, Inc. is headquartered in Atlanta, Georgia and is the broker-dealer subsidiary of TFC. The map to the right highlights Truist Securities’ national presence, with Public Finance offices in Atlanta, Baltimore, Charlotte, Dallas, Los Angeles, and New York in addition to 13 offices nationwide housing sales and trading professionals. Truist’s Public Finance Origination team maintains 17 origination bankers as well as 15 specialized municipal sales, trading, and underwriting professionals. Truist is a leading underwriter of municipal debt nationally and leverages its vast pool of resources to offer a full range of municipal capital markets products, including banking and origination, underwriting, credit, sales and trading, and quantitative analytics. In addition to our Public Finance team, Truist’s broader institutional fixed income sales team includes offices in Miami, Orlando, Atlanta, Baltimore, Boston, Charlotte, Memphis, Nashville, Chicago, Dallas, New York, Pittsburgh, and San Francisco. We are proud of our ability to provide investment-banking services to municipal municipalities, state agencies, bond banks, utility authorities, transportation agencies, educational institutions, non-profit organizations, and K-12 school districts throughout the country.

National Distribution Platform Footprint



Truist’s Commitment to Public Finance. Truist and its predecessor firms, SunTrust and BB&T, had not actively covered general municipal issuers from a Public Finance perspective for five-plus years. However, in the summer of 2021, Truist’s senior leadership made a significant investment in the municipal finance industry in order to prioritize and offer a full suite of services to our municipal clients. As a result, Truist’s Public Finance team has been allocated extensive amounts of resources and has strategically hired over 30 banking, underwriting, and sales and trading professionals, including many experienced individuals from competitor firms, over the past three years. While some firms have exited the municipal underwriting business, Truist is committed to growing its public finance presence and team, including across the state of Florida.

Industry Leading Sales and Trading Team to Ensure Top-Tier Execution for the City. Truist recently hired a team of municipal-focused salespeople and traders that has a proven track record of providing liquidity and execution for municipal credits in both the primary and secondary markets. Mr. Todd Bleakney, Head of Municipal Sales and Trading, joined Truist in 2022 and has since been joined by 11 additional municipal trading and municipal sales professionals. Nearly all of our sales and trading team members have at least 15 to 20 years of experience, **and Todd has worked with four of his team members for over 15 consecutive years at present.**

Secondary Trading Expertise. Truist is an active market maker, consistently providing liquidity to investors in the secondary market. Through Truist’s vast secondary trading reach and deeply-rooted institutional relationships, Truist (as a senior-manager or co-manager) can offer market and pricing insights and liquidity that many other firms cannot match. When an investor is looking to purchase or sell bonds in the secondary market, they know that they can come to Truist to facilitate the trade. Our secondary trading expertise helps us aggressively price every bond deal on which we serve as underwriter, as Mr. Frail works closely with Mr. Bleakney and his team on a day-to-day basis. As such, Scott’s and Todd’s teams are in constant discussions regarding credit spreads.

Ability and Willingness to Commit Capital for the City to Drive Pricing. Truist has sufficient capital to support public market credit solutions when underwriting new issues. Truist’s only constraint as to the par value of securities it can underwrite is its own internal credit decision process and the capital position of the bank, which is applied on a transaction-by-transaction basis. While a number of firms have large capital bases, it is crucial that such firms evidence their willingness to deploy that capital in the municipal market on behalf of their clients. Especially for strong credits such as the City’s, **Truist can confidently say that we will look to support the financing by taking down as many bonds as needed into our own inventory to ensure that a low interest rate is achieved.**

¹ Federal Reserve statistical release as of June 30, 2024

2. Florida Presence

Truist Commercial Bank Presence. Truist has a strong presence within Florida, **currently operating 460 branches throughout the state, two of which are located in the Destin area.** Our market share in the state ranks third among all banks, with over \$86 billion deposits for Florida residents and businesses. Truist also employs over 1,500 people in the state, including over 200 employees in north Florida.

Our recent philanthropic efforts in the Florida area include many donations and grants. In the year 2022, Truist granted a total amount of \$3.64 million in Florida and over \$3 million in 2023. **Truist provided \$5,000 to the Boys & Girls Clubs of Emerald Coast, \$1.5 million to Urban Strategies Inc., and \$500,000 for Hurricane Idalia relief in 2023.** In 2023, it is estimated that Truist Foundation has expended over \$60 million to nonprofit organizations across the Truist footprint. Truist teammates are also actively committed to helping the community. In 2023, teammate donations to Florida organizations were over \$745,979. **Specifically in the Destin area, Truist teammates contributed 50 hours of volunteer service in Okaloosa County in 2023 and over 160 hours in the panhandle area.** Truist is committed to making a difference in the cities and counties in which it serves and strives to make a positive difference in these communities.

Municipal Institutional Sales Presence. Our broader institutional fixed income sales team within Truist Securities includes offices in Orlando, Miami, Atlanta, New York, Boston, Charlotte, Chicago, Dallas, Memphis, Nashville, Pittsburgh, San Francisco, and Richmond. Truist is a top trading counterparty with many of the largest institutional investors, and our strong relationships with these Tier 1 investors provide Truist a competitive advantage in securing aggressive pricing for our clients. Our municipal institutional sales professionals are highly experienced with, and dedicated to, sales of both tax-exempt municipal bonds across our account base of approximately 650 institutions, including all of the top purchasers of municipal bonds and the top national money market funds with over \$1 billion in assets. Aside from the largest Tier 1 investors, Truist covers smaller tier 2 and tier 3 investors that include certain asset managers, community banks, regional depositories, municipalities, corporations, local insurance companies, and corporate trust departments.'

Retail Sales Presence. At present, Truist maintains approximately 202 wealth/retail advisor professionals statewide. Truist's national retail platform currently employs 748 total wealth advisors across 18 states. With a retail arm of this magnitude, our underwriters continuously receive up-to-date market intelligence regarding retail investor appetite as well as a strong regional presence relevant to the City.

3. Banking Team

Team Overview. Truist uses a team-based approach to staff its underwriting engagements. This approach will ensure that the City receives timely responses to inquiries and unparalleled investor coverage during the marketing period. **Our entire team, including underwriters and bankers, will be fully available to support the City** throughout its 2024 transaction and any future financings. Truist has recently made several hires of top Public Finance capital markets professionals in order to grow our Public Finance capabilities. Our team has extensive bond underwriting experience at prior firms such as PNC, Wells Fargo, and Citi.

Truist Team for City of Destin, FL				
Investment Banking	Lead Banker	Ryan Trauffler <i>Vice President</i>	Atlanta, GA Exp: 7 years Firm: 2 years	➤ Joined Truist Securities from Wells Fargo Securities in 2022 ➤ Experience working on senior managed issuances for a wide range of water and sewer, utility, general government, transportation, K-12 school district, and higher education issuers. ➤ Served in key roles for issuances for clients including Okeechobee County (FL), Lakeland Electric (FL), Central Brown County Water Authority (WI), Town of Leland (NC), and Rowan County (NC).
	Additional Senior Expertise	KayDee Hoard <i>Director</i>	Atlanta, GA Exp: 9 years Firm: 3 years	➤ Joined Truist Securities from PNC Capital Markets in 2021 ➤ Focused on supporting issuers in Florida. Experience serving as lead underwriter on issues totaling over \$8B in par ➤ Experience working with Florida and Utility issuers, Okeechobee County, Wake County (NC), City of Jacksonville, City of Greensboro (NC), and City of Sanford (NC).
	Support Investment Banker	Emma Kern <i>Analyst</i>	Atlanta, GA Exp: 2 years Firm: 2 years	➤ Joined Truist Securities in July 2022 ➤ Experience working with similar issuers including Okeechobee County, City of Daytona Beach, and City of Jacksonville
	Support Investment Banker	Luke Schiller <i>Analyst</i>	Charlotte, NC Exp: 1 year Firm: 1 year	➤ Joined Truist Securities in July 2023 ➤ Experience working with similar issuers including, City of Charlotte (NC), Wake County (NC) and City of Greensboro (NC)
Sales, Trading & Underwriting	Lead Underwriter and Senior Leadership	Scott Frail <i>Head of Public Finance & Syndicate</i>	Charlotte, NC Exp: 30 years Firm: 3 years	➤ Heads Truist Securities' public finance investment banking group and syndicate operations ➤ Over 30+ year career (joined Truist in 2021 after 17 years at Wells Fargo Securities), predominately as a fixed rate underwriter, executed over \$70 billion in left lead senior managed transactions ➤ Hands on approach with public finance bankers and sales and traders ensures clients achieve the best execution in the marketplace
	Lead Sales and Secondary Trading	Todd Bleakney <i>Head of Municipal Fixed Income Sales</i>	Charlotte, NC Exp: 28 years Firm: 2 year	➤ Heads Truist Securities' municipal fixed income sales within Truist Securities' fixed income sales and trading group ➤ Over 28+ years of experience, most of which spent leading sales, trading, and research efforts ➤ Provides, along with is team, market insight and investor sentiment to the public finance origination team to ensure timely execution of underwriting efforts
	Support Underwriter	Keon Williams <i>Vice President</i>	Charlotte, NC Exp: 10 years Firm: 1 year	➤ Over 10+ years of experience, previously as a money market trader with T. Rowe Price and on the Municipal Sales and Trading desk at Well Fargo. ➤ Previously managed a \$25 billion short duration fund, investing in Commercial Paper, notes, and VRDNs

Mr. Ryan Trauffler will serve as lead banker for the City and Ms. KayDee Hoard will serve as additional senior expertise and support, both of whom will provide structuring thoughts, strategy, and overall transaction execution. KayDee and Ryan will work with the City and the entire financing team to ensure deadlines are met, bond marketing is successfully coordinated, and distribution among investors is maximized.

Ryan Trauffler, Vice President. Ryan Trauffler is a Vice President in Truist's Public Finance Atlanta office, having joined the firm in 2022 after five years in Wells Fargo Securities' Public Finance group. He provides quantitative analysis and transaction execution support and has worked on senior managed issuances for a wide range of general government, water and sewer, utility, transportation, K-12 school district, and higher education issuers. Ryan has served in key roles for lead-managed issuances for clients including the Okeechobee County (FL), Central Brown County Water Authority (WI), San Antonio Water System (TX), Ohio Water Development Authority (OH), Great Lakes Water Authority (MI), Indiana Finance Authority SRF, City of Cleveland (OH), State of California, State of Wisconsin, St. Louis Metro (MO), Michigan Department of Transportation, and City and County of San Francisco (CA), among others. Mr. Trauffler earned a Bachelor of Arts in Economics from Rice University and holds securities licenses in Series 52, 53, 63, and 79.

KayDee Hoard, Director. Ms. Hoard joined Truist in 2021 as a Public Finance banker covering municipal clients throughout the eastern U.S., including Florida. Prior to joining Truist, Ms. Hoard was a member of the Capital Solutions and Tax-exempt groups at PNC Capital Markets LLC covering general municipal clients throughout the bank's footprint. Ms. Hoard has worked on over \$8 billion of negotiated issuances for clients including, but not limited to: (1) As senior or co-senior manager, Okeechobee County (FL), Wake County (NC), Huntsville Utilities (AL), City of Atlanta (GA), City of Atlanta Airport (GA), Belmont University (TN), City of Columbia (SC), City of Knapolis (NC), Housing Opportunities Commission of Montgomery County (MD), Monmouth County Improvement District (NJ), Essex County (NJ), and Burlington County Bridge Commission (NJ); (2) as co-manager, Brevard County (FL), City of Lakeland (FL), Lee County Schools (FL), Central Florida Expressway Authority (FL), City of Charlotte Water and Sewer Revenue Bonds (NC), South Island Public Service District (SC), Washington Metropolitan Area Transit District (DC), Metropolitan Atlanta Rapid Transit District (GA), Horry County (SC), Lee County Schools (FL), Inman-Campobello Water District (SC), and Wake County (NC). Ms. Hoard earned a Bachelor of Science in Economics from the Wharton School of Business at the University of Pennsylvania and holds securities licenses in Series 7, 52, 53, 63, and 79.

Scott Frail, Managing Director, Head of Public Finance and Syndicate. Mr. Frail manages Truist's traditional Public Finance coverage model and also leads the market-facing syndicate functions. He joined Truist in 2021 after spending the previous 15 years as a leader in Wells Fargo's municipal syndicate, with prior stops at BB&T, State Street, and Wachovia.

As a 30-year municipal industry veteran, Mr. Frail has executed over \$70 billion in left-lead senior managed business on behalf of highly sophisticated issuers in a wide array of sectors (General Infrastructure, Water and Sewer, Utilities, Public Transportation, Toll Road, Energy, Health Care, Senior Living, Higher Education, and Housing as well as structures and products such as traditional tax-exempt and taxable financings, LIBOR index notes, FRNs, puts, private placements, BABs, and high yield and non-rated bonds). In addition to serving as underwriter for Truist's July 2024 Okeechobee County, FL transaction, Scott has worked on several general municipal financings nationwide, including for clients such as the Wake County (NC), County of Broward (FL), Central Florida Expressway Authority, Florida Governmental Utility Authority, City of Jacksonville (FL), Orlando Utilities Commission (FL), Miami-Dade County Industrial Development Authority (FL), and Florida Hurricane Catastrophe Fund, among others.

Mr. Frail will work hand in hand with Truist's Public Finance bankers, sales team, and traders to ensure that the City achieves the best execution possible in the marketplace. Moreover, Mr. Frail will ensure that the City has unrestrained access to Truist's extensive strategic resources, including Truist's balance sheet, in order to achieve the City's financing goals. Mr. Frail earned a Bachelor of Arts in Business and Managerial Economics from Elon University and holds securities licenses in Series 7, 53, and 63.

Biographies for the rest of the team are included in **Appendix A**.

4. Experience

As mentioned previously, Truist's pre-existing Public Finance department did not have extensive experience in the space until the addition of several new hires in 2022 and 2023 from prior firms such as Wells Fargo, PNC, Citi, and others. Although Truist as a firm has little experience, our banking team for the City has plenty of experience with CB&A deals while as prior firms. Not only does the banking team have experience on similar financings, but Truist Bank also has experience with CB&A deals specifically for the City. **Truist Bank currently has \$3.86 million outstanding to the City of Destin.** As a Bank, our current CB&A tax-exempt credit exposure is over \$780 million outstanding.

Truist Securities' Florida CB&A Negotiated Underwriting Experience Since 2022

Dated Date	Borrower	Par (\$MM)	Ratings / Credit Enhancements	Role	Maturity
08/27/24	City of Jacksonville	265.56	NR/AA/AA+/AA (Kroll)	Co-Mgr	2054
08/23/24	City of Daytona Beach	29.08	Aa2/AA/NR	Co-Mgr	2054
08/23/24	City of Daytona Beach	20.00	Aa2/AA/NR	Co-Mgr	2054

Truist is a leading underwriter of municipal debt nationally, **currently ranking 16th in senior managed municipal underwriting volume year-to-date** and having risen 19 positions since 2023.² Truist currently ranks 7th nationally competitively year-to-date and ranks 20th on a negotiated basis nationally year-to-date. In Florida negotiated rankings, Truist is ranked 19th. Truist's rapid rise in Public Finance is due to our renewed commitment to the sector over the past 2+ years and continuous new hiring by our department. We have hired 30 municipal banking, underwriting, sales, and trading professionals, the majority of whom are senior-level hires from competitor firms, including four bankers from Citibank who joined our Public Finance team earlier in 2024. As a newer Public Finance platform, Truist has a point to prove on every transaction, and we are committed to giving every mandated deal our complete attention to ultimately achieve best execution for every client that trusts the Truist team to lead its financing.

Our team recently closed a July 2024 sole managed transaction for Okeechobee County, Florida (\$24 million), financings last month for Central Florida Expressway Authority (co-managed, \$361 million and Daytona Beach (co-managed, \$49 million), and we also served as sole manager for Cornerstone Classical Academy in June (\$24 million). Truist also served on the syndicate for the City of Jacksonville last month (co-managed, \$266 million), and we are currently mandated and working on upcoming negotiated co-managed transactions for the cities of West Melbourne (est. \$50 million), and St. Petersburg (est. \$500 million). Dating back to last year, in 2023, we served as lead manager in Florida for Parrish Charter Academy (\$23.5 million) in addition to serving in multiple co-manager capacities in Florida for Brevard County's Solid Waste Management System (\$49.4 million), the Lee County School Board (\$136.4 million), and the City of Lakeland Department of Electric Utilities (\$154.5 million).

Truist Securities' Negotiated Underwriting Experience Since 2022

Dated Date	Borrower	Par (\$MM)	Role	State
08/27/24	City of Jacksonville	265.56	Co-Mgr	FL
08/23/24	City of Daytona Beach	29.08	Co-Mgr	FL
08/23/24	City of Daytona Beach	20.00	Co-Mgr	FL
08/14/24	Central Florida Expressway Authority	361.04	Co-Mgr	FL
08/01/24	Okeechobee County, FL	23.935	Senior Mgr	FL
06/13/24	Cornerstone Classical Academy Inc	23.79	Senior Mgr	FL
06/13/24	Cornerstone Classical Academy Inc	0.35	Senior Mgr	FL
04/02/24	Miami Worldcenter	246.70	Co-Mgr	FL
09/21/23	County of Brevard FL Solid Waste Management System	49.41	Co-Mgr	FL
09/12/23	City of Lakeland FL Department of Electric Utilities	154.47	Co-Mgr	FL
05/18/23	Lee County School Board/The	136.41	Co-Mgr	FL
04/24/23	Parrish Charter Academy	23.53	Senior Mgr	FL
10/27/22	Seaside School Consortium Inc	22.00	Senior Mgr	FL
10/27/22	Seaside School Consortium Inc	0.58	Senior Mgr	FL
04/28/22	Mater Academy Miami-Dade & Osceola Counties Obligated Group	114.41	Co-Mgr	FL
04/25/22	Renaissance Charter School Inc	57.72	Senior Mgr	FL

Case Study: Okeechobee County, Florida Series 2024. On July 25, 2024, Truist served as sole manager on Okeechobee County, Florida's (the "County") \$23.935 million inaugural public market issuance of Half-Cent Sales Tax Revenue and Refunding Revenue Bonds, Series 2024A&B. The transaction was split into two series of bonds, a \$16.66 million Series A and a \$7.275 million Series B. The Series B Bonds included an extraordinary mandatory redemption provision that allows the County to redeem the bonds at any time should they receive grants or state appropriations to help with the cost of the project.

Truist earned the sole manager mandate from the County after an RFP process for the transaction. The issuance refunded the County's privately placed 2021 Capital Improvement Revenue Note and financed additional funds for Phase 2 of the County's jail facilities improvement project. Truist worked in close coordination with the County and its financial advisor, PFM, to help the County earn a strong A+ rating from S&P for the 2024 bonds (the County's inaugural rating for any credit), and our team also worked closely with the entire working group, including bond counsel and underwriter's counsel, to expertly craft a Master Bond Resolution for the Half-Cent Sales Tax credit. The week of pricing saw a crowded calendar in the municipal market, with the new issue calendar totaling over \$11 billion with several larger and more frequent issuers coming to market early in the week before the County's Thursday sale. Despite the high volume of transactions, the relatively small series sizes, and the extraordinary mandatory redemption provision on the Series B Bonds, Truist was still able to engage major investors, concluding the order period with \$40.88 million in orders and an aggregate subscription of 1.7x. At

² Bloomberg, as of 9/3/2024. Includes negotiated and competitive transactions.

the end of the order period, there were balances of approximately \$4.05 million across the curve, largely comprised of Series B Bonds. **Truist supported its pricing levels by deploying its own balance sheet, ultimately underwriting the unsold balances at our pre-pricing levels and without requiring any yield adjustments.**

Below are select tombstones of Truist's recently executed or upcoming negotiated issuances.

Notable Recent and Upcoming Transactions – FL Transactions Highlighted in Purple (*Par Amounts are Preliminary*)				
City of St. Petersburg, FL \$500,000,000* Co-Manager Expected November 2024	FL Municipal Loan Council (City of West Melbourne) \$50,000,000* Co-Manager Expected October 2024	Rowan County, NC \$67,400,000 Senior Manager September 2024	East County Advanced Water Purification JPA, CA \$433,240,000 Senior Manager August 2024	Metropolitan Sewer Subdistrict, SC \$36,070,000 Sole Manager August 2024
City of Jacksonville, FL \$265,560,000 Co-Manager August 2024	City of Charlotte, NC \$181,295,000 Co-Senior Manager August 2024	City of Daytona Beach, FL \$49,075,000 Co-Manager August 2024	Cumberland County, TN \$24,220,000 Sole Manager August 2024	Okeechobee County, FL \$23,935,000 Sole Manager July 2024
Central Florida Expressway Authority \$361,035,000 Co-Manager July 2024	Town of Leland, NC \$12,550,000 Sole Manager July 2024	Washington Metropolitan Area Transit Auth., DC \$635,990,000 Co-Manager July 2024	City of Sanford, NC \$71,080,000 Co-Manager July 2024	Central Brown County Water Authority, WI \$69,895,000 Senior Manager June 2024
Indiana Finance Authority SRF \$175,000,000 Co-Manager June 2024	City of Greensboro, NC Enterprise System \$126,530,000 Co-Manager June 2024	Francis Energy, OK \$20,000,000 Sole Manager May 2024	Virginia Resources Authority \$136,070,000 Co-Manager April 2024	Wake County, NC \$137,000,000 Senior Manager April 2024

Experience with First Time Issuers. Truist has extensive experience bringing first time issuers to market. **Ms. Hoard and Mr. Trauffer have worked with dozens of first time issuers to successfully access the capital markets.** There are several factors that make first time issuances unique:

- Truist would first work with the City and its financial advisor to develop a persuasive rating presentation.
- Structuring of the issuance: Truist would work with the financing team to determine the most favorable structure of the issuance, weighing the costs and benefits and any potential pricing impact.
- Approaching the investor base for a first-time issuance: When approaching the market with a new credit, Truist would work to build a broad investor base in order to help the City achieve the lowest cost of financing. On an inaugural issuance, there tends to be slightly more credit education needed among the investor base, and Truist's strong relationships with investors and significant activity in the secondary market make our team the ideal partner to educate the market on the City's credit.

5. Services Provided to the City

In 2023 and 2024, the Truist team, led by KayDee Hoard in Truist Securities and Bob Anderson in Truist Bank, met with the City in its offices. In addition to an introduction of the full Truist platform and a discussion of the breadth and depth of our capabilities, in 2023 and 2024 our tailored presentation materials included 1) an overview of Truist's Florida municipal market activity, 2) a bondholder analysis, 3) a summary of the City's outstanding debt, 4) new money financing considerations and a comparison between a public market bond issuance and a Truist Bank direct placement, and 5) a municipal market update. Truist has also provided Florida monthly updates since the end of 2023. More specifically, Truist also provided an update in April to the City in which we showed two new money scenarios with a 20-year and 30-year maturity for a \$25 million revenue bond issuance. A few of the slides that we presented to the City are demonstrated below. Truist looks forward to continuing to work with the City as it issues its Series 2024 bonds and contemplates financing strategies for other of its future capital needs.

May 2023 Meeting

Investor Analysis

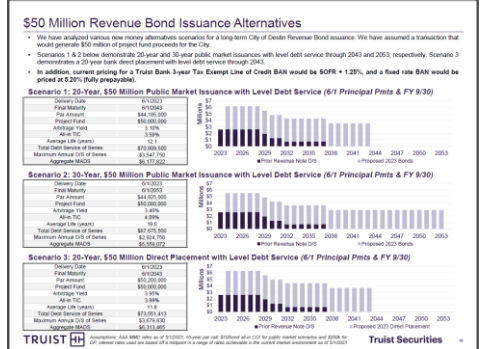
- As an underwriter, Truist will work to secure strong anchor orders and build a comprehensive order book for the City.
- Highlighted investor names below indicate investors who are top holders of both AA Category Rated Florida General Obligation Bonds and AA Category Rated Florida Revenue Bonds.

Top 25 Publicly Reporting Bondholders

AA Category Rated Florida General Obligation Bonds	AA Category Rated Florida Revenue Bonds
Bank of America	Bank of America
Wells Fargo	Wells Fargo
JP Morgan Chase	JP Morgan Chase
Citigroup	Citigroup
State Street	State Street
BlackRock	BlackRock
Dimensional Fund	Dimensional Fund
North Carolina Farm Bureau	North Carolina Farm Bureau
Tennessee Farmers Group	Tennessee Farmers Group
RiverNorth Capital Management	RiverNorth Capital Management
Principal Financial	Principal Financial
Bank of New York Mellon	Bank of New York Mellon
Bank of Montreal	Bank of Montreal
JP Morgan Chase	JP Morgan Chase
Farmers Insurance	Farmers Insurance
Lord Abbett	Lord Abbett

Indicative Pricing – City of Destin Revenue Bonds

Series	Original Balance	Outstanding Balance	Tax Status	Rate	Maturity
Capital Improvement Revenue Bonds, Series 2017	\$1,000,000	\$4,281,980	Tax-Exempt	3.00%	9/1/2031
Town Center Area Redevelopment Revenue Bonds, Series 2014	\$1,000,000	\$4,281,980	Tax-Exempt	3.40%	9/1/2037
Non-Ad Valorem Redevelopment Revenue Bonds, Series 2021	\$5,000,000	\$5,000,000	Tax-Exempt	1.00%	9/1/2029
Totals	\$7,000,000	\$13,563,960			



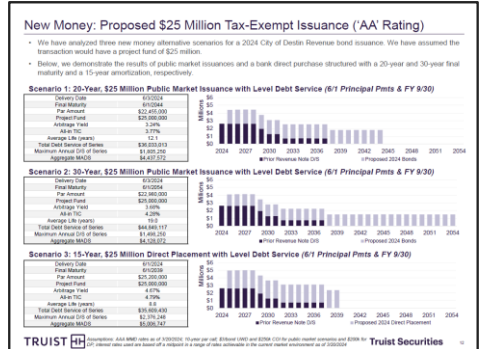
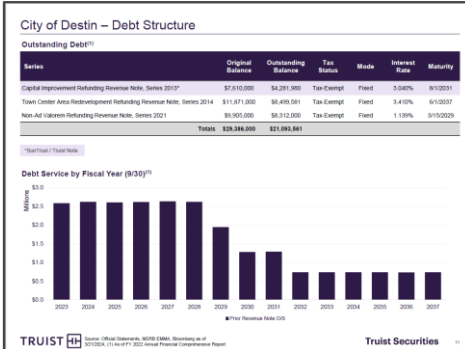
March 2024 Meeting

Investor Analysis

- As an underwriter, Truist will work to secure strong anchor orders and build a comprehensive order book for the City.
- In 2023, Truist's sales and trading team traded over \$1.24 billion with the top 10 holders of Florida AA Rated General Obligation Debt and \$1.01 billion with the top 10 holders of Florida AA Rated Revenue Debt.

Top Publicly Reporting Bondholders

Top 10 Holders of AA Rated Florida General Obligation Debt	Top 10 Holders of AA Rated Florida Revenue Debt
Bank of America	Bank of America
Wells Fargo	Wells Fargo
JP Morgan Chase	JP Morgan Chase
Citigroup	Citigroup
State Street	State Street
BlackRock	BlackRock
Dimensional Fund	Dimensional Fund
North Carolina Farm Bureau	North Carolina Farm Bureau
Tennessee Farmers Group	Tennessee Farmers Group
RiverNorth Capital Management	RiverNorth Capital Management



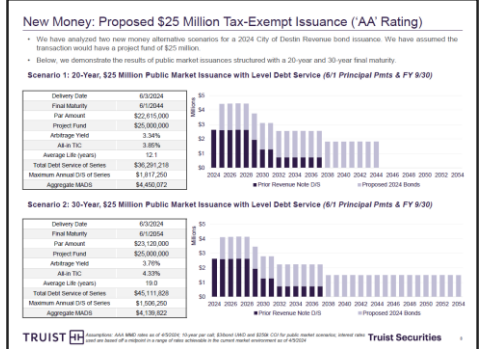
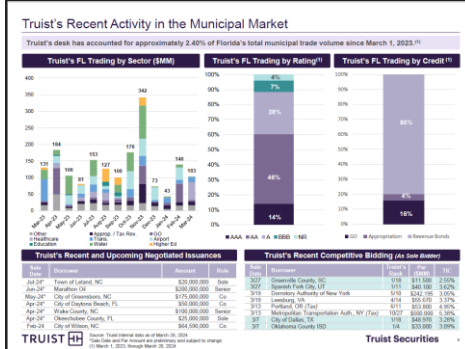
April 2024 Update

Truist Securities: A Top-Tier Distribution Platform

Capital Strength and Distribution

National Distribution Platform Footprint

Recent and Upcoming Transactions



6. Structure

Selection of Rating Agency. To provide the most accurate pricing information, Truist first analyzed at City's credit profile and its proposed bond issuance through the lenses of the rating agencies. With Moody's assigning respective weights of 30% / 30% / 10% / 30% to the 1) economy, 2) financial performance, 3) institutional framework, and 4) leverage, respectively, along with S&P allotting 20% equally to each of the City's 1) economy, 2) financial performance, 3) reserves and liquidity, 4) management, and 5) debt and liabilities, we feel that Moody's and S&P are the agencies that will best allow the City to receive a balanced and holistic rating analysis. When looking to market the City's bonds, investors are aware that each rating agency has its own credit criteria, and each investor has its own internal credit process as well.

Truist would recommend that the City post its preliminary offering document with two credit ratings, and we would suggest Moody's and S&P. While a transaction of the size that the City is contemplating might frequently have only utilized one rating in recent years, Truist's pricing desk currently feels that in today's market environment, and in light of the heavy weekly issuance calendars that have become the norm in the municipal market over the past several months, two ratings will 1) allow all investor firms to potentially participate (given that certain investors require two credit ratings to invest) and 2) will drive investor eyes and attention to the City's transaction, which may be relatively small compared to large deals in a crowded week. Utilizing only a single rating may cause some possible anchor investors to pass on the credit for no other discernable reason. That said, the Truist team will actively discuss credit spreads with the City and its financial advisor to determine whether the expected pricing improvement by utilizing two ratings will outweigh the cost itself of the second rating.

Private Ratings. We do not feel that a transaction of this size will see any benefit from the inclusion of a third rating. We also note that while we recommend Moody's and S&P as the rating agencies to utilize, including Fitch as one of the two ratings would still sufficiently drive investor views to the deal's preliminary offering document. The City would also have the option to pursue *private ratings* from two, or three, rating agencies and could convert the two highest private ratings to public. (An unutilized private rating does add cost to the transaction, but the price is generally 60-75% of a public rating.)

While we would like to discuss with the City in more detail, we believe it would be beneficial for the City to consider receiving private ratings from two to three rating agencies and ultimately select the two best rating outcomes to convert to public ratings for POS posting. A private rating process would give the City more control over its inaugural ratings and allow the City to enter the market with the strongest position, ultimately aiding the City's pricing.

Below, we also summarize some of the City's key characteristics that Truist would help the City to highlight in its rating presentation in addition to emphasizing throughout the marketing of the bonds.

Strengths and Considerations

Economy: This economy provides important indication of a City's capacity to generate revenue at the local level. Some factors considered are resident income, full value per capita, and economic growth. Currently, the City has a high resident income compared to the U.S. The City has also had consistent rising property values, which has translated to higher ad valorem taxes, which is the City's largest source of revenue and is a credit positive to rating agencies. Since this issuance is secured by non-ad valorem revenues, we would look to also highlight those sources of revenues and growth. The City continues to have a steady increase in population and economic growth. Tourism is one of the City's largest industries and has continued to experience an increase in tourist-related business. We would look to strongly highlight this growth and future plans for expansion of the tourism industry for the City to the rating agencies and to investors.

Financial Performance: Another important factor to highlight is the City's steady increase in revenues and improvement in financial performance. The City's financial performance will be another credit positive to the rating agencies. Another important factor is the financial management and debt burden of an issuer. The City's debt outstanding is at a relatively low level compared to operating revenues, and it appears debt service coverage will continue to be strong post-issuance.

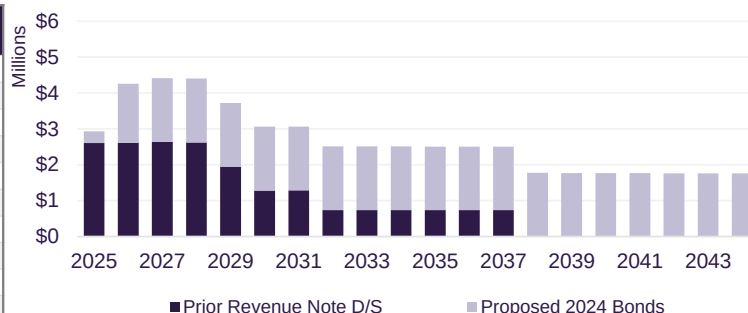
Bond Insurance Considerations. Truist is confident in its ability to successfully execute on behalf of the City with or without insurance. If the City's bonds were to receive rated at the AA- level or below (underneath the AA ratings of the municipal bond insurers, Assured Guaranty and Build America Mutual), Truist would explore the option of bond insurance to potentially enhance the offering and lower the all-in borrowing cost of the City. Our team would work to negotiate insurance fee quotes prior to making a final recommendation. At present, Truist does not see a benefit to including bond insurance if the bonds are rated AA-, with the cost of insurance (which Truist estimates to be around 30 basis point of total debt service) outweighing the improvement in credit spreads. The Truist team will also work with the City and its financial advisor to evaluate the economic benefit of insurance on a maturity-by-maturity basis in case select maturities may show a benefit in including insurance.

Structuring Considerations. Below is a base case structure, assuming the City would like to issue the full contemplated amount of the Series 2024 bonds now. The scenario assumes the following:

- Sized for a project fund amount of \$25,000,000
- Underlying ratings of AA by S&P and Aa2 by Moody's; assumes a non-insured transaction
- Dated/delivery date of 12/15/2024
- 20-year amortization with 10/1 annual principal payment dates starting 10/1/25; 10-year par call on 10/1/34
- \$200K Cost of Issuance and \$3.25/bond Underwriter's Discount
- Pricing levels reflecting interest rates as of 9/23/2024, as demonstrated in our indicative pricing table

- While the requested 20-year scale is demonstrated as a bond issuance on the following page, an indicative 30-year issuance would raise the all-in true interest cost to 4.17% while the decreasing maximum annual debt service due to approximately \$1,473,500

Summary Stats	
Delivery Date	12/15/2024
Final Maturity	10/1/2044
Par Amount	\$22,295,000
Project Fund	\$25,000,000
Arbitrage Yield	3.13%
All-in TIC	3.69%
Avg. Life (yrs)	12.0
Total D/S	\$35,625,357
MADS (Series)	\$1,783,250
Aggregate MADS	\$4,414,072



Assumptions: AAA MMD rates as of 9/23/2024; structured with a 10-year par call; \$3.25/bond UWD; \$200K COI; Assumed Ratings of Aa2/AA

Considering a Sale with Short Calls. While 5.00% coupons continuing to be the prevailing coupons in the market, the Truist Public Finance team has recently seen a re-emergence in investor interest in sub-5.00% coupon bonds, particularly in the longer end of new issuances. During recent September 2024 transactions led by Truist Securities for Rowan County, NC and Metropolitan Sewer Subdistrict, SC, the Truist pricing desk entered the marketing period with an all-5% coupon scale for each deal and fielded investor reverse inquiry requests for lower coupons in specific maturities. For Rowan County, this resulted in a final pricing scale with 4.00% coupons in maturities 14 through 20, and for Metropolitan Sewer Subdistrict, 3.50% coupons in years 13 and 14 in addition to 4.00% coupons in years 19 20, 25, and 30. The Truist platform will leverage investor requests for certain lower coupons into aggressive pricing for the adjusted coupon maturities.

Truist's bankers and underwriters have also frequently sold bonds with call dates inside of the standard 10-year call; short call structures can provide issuers with earlier future flexibility. As one alternative strategy, if there is sufficient investor interest, the City could potentially consider a shorter call date for its issuance, which could allow it to refinance earlier than with a 10-year call and take advantage of future lower interest rates versus today's rates, if economical.

High-Level Marketing Plan. Truist's goal in every transaction it leads as senior managing underwriter is to set benchmark pricing at spreads tighter than any comparable deal in the market, which the issuer can then capitalize on for years to come. Truist's access to a broad range of investors and investor classes, combined with our high level of capital, should provide the City with the confidence in execution it needs when approaching the market and communicating with investors. A well-defined and well-executed marketing plan is best managed by a firm that brings the following strengths to a client's financing:

- Broad distribution network with access to all investor classes: Tier 1 institutions, middle market investors, and retail
- Strong presence in the primary and secondary markets with live market intelligence and informed, accurate pricing
- A strong capital base to support new issues in the primary market and trading in the secondary market

The following graphic summarizes the approach Truist will take in marketing the City's bonds to achieve distribution goals. Two important parts of Truist's pre-marketing effort include 1) helping investors understand why an investment in the City's bonds might represent a prudent investment choice relative to other offerings and 2) creating competition among investors for the offering.



Specific Investor Outreach Strategies for Strong Demand and Best Execution. The pre-marketing efforts discussed below are designed to generate the broadest possible interest in the City's offering by ensuring that all segments of Truist's sales force are well-prepared to discuss the offering with investors.

Provide Early Distribution of a POS – We would recommend that the POS be distributed at least one full week prior to pricing. While we have priced many transactions with condensed marketing periods, a full week will allow Truist enough time to present the credit to investors and address investor questions.

Monitor the Primary Market for Competing Transactions – Truist recognizes that it can be difficult to ascertain the timing of competing offerings when the calendar for an offering is initially established, but the financing team may wish to modify the sale date of the transaction to avoid pricing when other comparable offerings are pricing.

Fully Utilize Real-Time Secondary Trading – The choppy issuance patterns of the past year have proven the importance of secondary trading intel when pricing new issuances. Pricing and couponing strategies are crucial to the marketing process; using appropriate coupon diversification and pricing levels to diversify interest and drive the cost of financing lower are imperative to a successful sale. Truist routinely utilizes its real-time secondary trading data to inform pricing recommendations and investor targeting.

Ability and Willingness to Underwrite Bonds. While a number of firms have a large capital base, Truist is one that is willing to deploy that capital in the municipal market on behalf of its clients. For the City's financing, Truist will leverage its balance sheet to apply pressure to investors during pricing. Especially for a strong credit such as the City's, **we look forward to supporting the financing by taking bonds into our own inventory, as needed, in order to ensure that the lowest market interest rate is achieved on the day of pricing.**

Truist is a firm that has consistently supported clients' transactions in the negotiated primary market using our own internal capital. **Truist's frequent practice of underwriting unsold balances to preserve pre-pricing spreads has the potential to be meaningful for the City.** While not a firm commitment, rather than selling securities "cheap" to the market (i.e., relatively high yielding), we routinely hold them in our inventory. When Truist inventories these securities, we charge our clients the "fair market yields" rather than our own cost to carry at our higher taxable borrowing cost. The factors which permit a firm to commit capital in uncertain market environments are (i) its understanding of the municipal market and (ii) a substantial focus of the firm's resources on the municipal finance business. These two factors support and complement each other; the more resources that are committed to the market, the greater the understanding and feel the firm has for that market, which makes it more comfortable in committing capital.

It is also important to note that the past few months have seen very crowded weekly municipal issuance calendars. Because the municipal calendar is likely to remain busy leading up to the November election, and likely after the election, it is important to strongly market a smaller transaction for an inaugural issuer such as the City. In recent transactions in which Truist served as senior manager for similarly sized deals, heavy issuance calendars have forced these transactions to compete for investor attention. When this has been the case, Truist has demonstrated its willingness to commit capital and take down any unsold bonds into inventory. As mentioned in the Okeechobee County, Florida case study above, as well as in the Leland, NC case study below, Truist believes in committing capital to keep pricing at aggressive levels and ultimately allowing the issuer to achieve the lowest possible interest cost in the market. **By taking down bonds into our own inventory for Okeechobee and Leland, we were able to maintain pre-marketing pricing levels for each of these issuers.**

Case Study: Executing Smaller Transactions and Leveraging Balance Sheet in Crowded Weeks of Issuance – Town of Leland, NC Series 2024. In July 2024, Truist served as sole manager on the Town of Leland's \$12.55 million Limited Obligation Bonds, Series 2024 rated Aa2 by Moody's. The transaction provided funds to finance the renovation of a portion of the existing town hall and the construction of an addition thereto. **Despite heavy issuance the week of pricing with many sizable deals coming to market,** Truist was able to successfully gain investor interest and execute the relatively small transaction. At the end of the order period there were balances of \$4.36 million across the 2026, 2027, and 2028 maturities. Prior to signing the BPA, Truist's balances were only \$2.11MM. **Truist supported the deal by deploying its own balance sheet, ultimately underwriting 100% of the unsold balances and maintaining pre-marketing pricing levels.**

Indicative Pricing Scale

Maturity Date (10/1)	I-AAA MMD (09/23/2024)	Coupon	Spread to MMD	Yield
2025	2.500%	5.000%	0.020%	2.530%
2026	2.300%	5.000%	0.040%	2.350%
2027	2.280%	5.000%	0.060%	2.360%
2028	2.300%	5.000%	0.080%	2.400%
2029	2.310%	5.000%	0.100%	2.440%
2030	2.390%	5.000%	0.130%	2.540%
2031	2.470%	5.000%	0.150%	2.650%
2032	2.550%	5.000%	0.180%	2.750%
2033	2.590%	5.000%	0.200%	2.820%
2034	2.630%	5.000%	0.230%	2.880%
2035	2.690%	5.000%	0.250%	2.970%
2036	2.730%	5.000%	0.280%	3.030%
2037	2.780%	5.000%	0.300%	3.110%
2038	2.800%	5.000%	0.330%	3.150%
2039	2.880%	5.000%	0.350%	3.230%
2040	2.960%	5.000%	0.350%	3.310%
2041	3.050%	5.000%	0.350%	3.400%
2042	3.110%	5.000%	0.350%	3.460%
2043	3.170%	5.000%	0.350%	3.520%
2044	3.240%	5.000%	0.350%	3.590%

7. Proposed Fees and Expenses

Proposed Takedown and Gross Spread. The table at right details our proposed fees and expenses to serve the City as its underwriter and represents the first step in our effort to generate the lowest cost of funds for the upcoming financing. We are proposing a takedown of \$3.25 per bond, per maturity (inclusive of our underwriter's expenses, but exclusive of underwriter's counsel fee). We do not propose a separate management fee.

We feel that our proposed fees are competitive, reflect current market dynamics, and will help the City attain the lowest borrowing cost. We would be happy to discuss the proposed takedown in more detail with the City and its financial advisor. Our hope is that our takedown demonstrates our strong desire to work with the City as senior managing underwriter on its issuance.

Truist would work with the City to find a mutually agreed upon underwriter's counsel. Truist would propose using Holland & Knight LLP as underwriter's counsel for the bond transaction. Holland & Knight has quoted a not-to-exceed fee of \$25,000 for the financing. Below is contact information for the firm.

Michael Wiener, Partner

Holland & Knight LLP

Phone: 863-499-5362, Mobile: 863-521-3388

Email: michael.wiener@hklaw.com

Truist Proposed Underwriter's Discount Assumed Series 2024 Par Amount of \$25,000,000		
	\$/Bond	\$ Amount
Average Takedown	\$2.9930	\$74,826
UW Expenses from below (excl. UW Counsel)	\$0.2570	\$6,425
Underwriter's Counsel ⁽¹⁾	\$1.0000	\$25,000
Total UW's Discount (excl. UW Counsel)	\$3.2500	\$81,250
Total Gross Spread (incl. UW Counsel)	\$4.2500	\$106,250

Underwriter's Expenses		
Underwriter's Counsel ⁽¹⁾	\$1.0000	\$25,000
CUSIP ⁽²⁾	\$0.0465	\$1,163
DTC	\$0.0390	\$975
IPREO	\$0.1115	\$2,787
DAC Continuing Disclosure Review	\$0.0200	\$500
Miscellaneous	\$0.0400	\$1,000
Total Expenses excl. UW Counsel	\$0.2570	\$6,425
Total Expenses incl. UW Counsel	\$1.2570	\$31,425

1. Estimated underwriter's counsel fee of \$25,000

2. Assumes 20 CUSIPs

Appendix A

Truist Securities' Teammate Resumes

Public Finance Origination and Underwriting

Ryan Trauffer, Vice President. Ryan Trauffer is a Vice President in Truist's Public Finance Atlanta office, having joined the firm in 2022 after five years in Wells Fargo Securities' Public Finance group. He provides quantitative analysis and transaction execution support and has worked on senior managed issuances for a wide range of general government, water and sewer, utility, transportation, K-12 school district, and higher education issuers. Ryan has served in key support roles for lead-managed issuances for clients including the Okeechobee County (FL), Central Brown County Water Authority (WI), San Antonio Water System (TX), Ohio Water Development Authority (OH), Great Lakes Water Authority (MI), Indiana Finance Authority SRF, City of Cleveland (OH), State of California, State of Wisconsin, St. Louis Metro (MO), Michigan Department of Transportation, and City and County of San Francisco (CA), among others. Mr. Trauffer earned a Bachelor of Arts in Economics from Rice University and holds securities licenses in Series 52, 53, 63, and 79.

KayDee Hoard, Director. Ms. Hoard joined Truist in 2021 as a Public Finance banker covering municipal clients throughout the eastern U.S., including Florida. Prior to joining Truist, Ms. Hoard was a member of the Capital Solutions and Tax-exempt groups at PNC Capital Markets LLC covering general municipal clients throughout the bank's footprint. Ms. Hoard has worked on over \$8 billion of negotiated issuances for clients including, but not limited to: (1) As senior or co-senior manager, Okeechobee County (FL), Wake County (NC), Huntsville Utilities (AL), City of Atlanta (GA), City of Atlanta Airport (GA), Belmont University (TN), City of Columbia (SC), City of Kannapolis (NC), Housing Opportunities Commission of Montgomery County (MD), Monmouth County Improvement District (NJ), Essex County (NJ), and Burlington County Bridge Commission (NJ); (2) as co-manager, Brevard County (FL), City of Lakeland (FL), Lee County Schools (FL), Central Florida Expressway Authority (FL), City of Charlotte Water and Sewer Revenue Bonds (NC), South Island Public Service District (SC), Washington Metropolitan Area Transit District (DC), Metropolitan Atlanta Rapid Transit District (GA), Horry County (SC), Lee County Schools (FL), Inman-Campobello Water District (SC), and Wake County (NC). Ms. Hoard earned a Bachelor of Science in Economics from the Wharton School of Business at the University of Pennsylvania and holds securities licenses in Series 7, 52, 53, 63, and 79.

Scott Frail, Managing Director, Head of Public Finance and Syndicate. Mr. Frail manages Truist's traditional Public Finance coverage model and also leads the market-facing syndicate functions. He joined Truist in 2021 after spending the previous 15 years as a leader in Wells Fargo's municipal syndicate, with prior stops at BB&T, State Street, and Wachovia. As a 30-year municipal industry veteran, Mr. Frail has executed over \$70 billion in left-lead senior managed business on behalf of highly sophisticated issuers in a wide array of sectors (General Infrastructure, Water and Sewer, Utilities, Public Transportation, Toll Road, Energy, Health Care, Senior Living, Higher Education, and Housing as well as structures and products such as traditional tax-exempt and taxable financings, LIBOR index notes, FRNs, puts, private placements, BABs, and high yield and non-rated bonds). In addition to serving as underwriter for Truist's July 2024 Okeechobee County, FL transaction, Scott has worked on several general municipal financings nationwide, including for clients such as the Wake County (NC), County of Broward (FL), Central Florida Expressway Authority, Florida Governmental Utility Authority, City of Jacksonville (FL), Orlando Utilities Commission (FL), Miami-Dade County Industrial Development Authority (FL), and Florida Hurricane Catastrophe Fund, among others.

Mr. Frail will work hand in hand with Truist's Public Finance bankers, sales team, and traders to ensure that the City achieves the best execution possible in the marketplace. Moreover, Mr. Frail will ensure that the City has unrestrained access to Truist's extensive strategic resources, including Truist's balance sheet, in order to achieve the City's financing goals. Mr. Frail earned a Bachelor of Arts in Business and Managerial Economics from Elon University and holds securities licenses in Series 7, 53, and 63.

Keon Williams, Vice President – Public Finance Syndicate. Mr. Williams joined Truist as a Vice President on the Underwriting Desk in August 2023. He has over 10 years of experience in the industry, having previously worked at T. Rowe Price Investments as a Money Market Trader and at Wells Fargo Securities on its Municipal Sales and Trading Desk. While at T. Rowe Price, Mr. Williams managed a \$25 billion short-duration fund, investing in Commercial Paper, notes, and VRDNs. While at Wells Fargo Securities, he helped run their \$20 billion VDRN book while partnering with traders to source municipal bonds, VRDNs, and commercial paper to fit customer inquiries with best execution. Mr. Williams earned a bachelor's degree from Gardner-Webb University where he was a football team captain and was named 1st team all-conference.

Emma Kern, Analyst. Ms. Kern joined Truist Securities' Public Finance team in the Atlanta office in 2022, where she provides analytical and quantitative support on to the Public Finance team. Prior to joining Truist Securities, Ms. Kern worked at Meeder Investment Management, a wealth management firm located in Dublin, Ohio. Ms. Kern earned a B.S. in Finance, in 2022, with a minor in Fashion, from Miami University (OH), a liberal arts school located in Oxford, Ohio. She holds securities licenses Series 52 and 63.

Luke Schiller, Analyst. Mr. Schiller joined Truist Securities' Public Finance team in the Charlotte office in 2023, where he provides analytical and quantitative support on to the Public Finance team. Mr. Schiller earned a B.S.B in Business Enterprise Management, in 2023, from Wake Forest University in Winston-Salem, North Carolina. He holds securities licenses Series 52 and 63.

Key Municipal Sales and Trading Professionals

Todd Bleakney, Managing Director, Head of Municipal Sales and Trading. Mr. Bleakney is the Head of Fixed Income Sales and Trading with Truist Securities. Having been in the business since 1995, Mr. Bleakney brings a wealth of experience to Truist (having joined the firm in 2022), over 11 years of which were spent at Wells Fargo Securities running its Municipal Sales, Trading, and Research Group. Prior to joining Truist, Mr. Bleakney worked as Senior Managing Director and Head of Debt Capital Markets at Hilltop Securities. Mr. Bleakney has also held positions at Bank of America Securities, CRG Hedge Fund, and Salomon Smith Barney. Mr. Bleakney is a graduate of the University of Oregon where he earned his Bachelor of Science in Finance and Sociology. He holds SIE, Series 7, and Series 63 securities licenses.

Scott Wooster, Managing Director. Mr. Wooster joined Truist's Sales & Trading team in 2022 and brings over 20 years of industry knowledge. Prior to joining Truist, Mr. Wooster spent 14 years in Sales & Trading between Hilltop Securities and Wells Fargo Securities covering some of the largest, most active fund managers and asset managers. Prior to working at Wells Fargo, Mr. Wooster spent 10 years at Bank of America. Mr. Wooster graduated from Clemson University where he received a Bachelor of Science in Finance.

Brian Brown, Managing Director. Mr. Brown joined Truist's Sales & Trading team in 2022 and is an industry veteran with 23 years in the business, spending 22 years between Hilltop Securities and Wells Fargo Securities. He actively covers large asset managers, insurance companies, and hedge funds. Mr. Brown graduated from the University of North Carolina at Chapel Hill with a Bachelor of Science in Business Administration, and he played 3 years of professional golf upon graduation after earning multiple honors as a collegiate golfer.

Josh Phillips, Managing Director. Mr. Phillips is a Managing Director with Truist Securities' Fixed Income Trading Group, leading primary and secondary municipal market transactions and facilitating market liquidity. Mr. Phillips has extensive experience in the municipal industry, with over 16 years in municipal finance and 19 years as a financial services professional. Prior to joining Truist, Mr. Phillips held leading trading roles with both Hilltop Securities and Wells Fargo Securities; his leadership positions have included positions such as Head of High-Grade Trading at Wells Fargo Securities and Head of Secondary Trading at Truist, his current role. Mr. Phillips is a board member of Gift of Adoption, a foundation focused on providing grants to help facilitate the adoption of vulnerable children in the Carolinas. He is a graduate of Hampden-Sydney College.

Vinh Nguyen, Managing Director. Mr. Nguyen is a Managing Director with Truist Securities' Municipal Fixed Income Trading Group, assisting in active market making with institutional investors of municipal securities in support of Truist's Origination efforts. Mr. Nguyen is a seasoned veteran and industry leader in the municipal market, with over 18 years of experience providing liquidity and execution. Mr. Nguyen joined Truist in 2022 from Hilltop Securities. Prior to Hilltop, Mr. Nguyen spent 15 years with Wells Fargo Securities. Mr. Nguyen holds many accolades, including being recognized in the Greenwich Survey's Top 10 Institutional Traders. Mr. Nguyen is a graduate of the University of North Carolina at Chapel Hill where he earned a Bachelor of Science in Economics and Mathematics.

Jamie Doffermyre, Managing Director. Jamie is currently Head of High Yield for Truist Securities in Charlotte, NC. Prior to his role at Truist, Jamie was Head of Municipal Sales for Citi's Municipal Securities Division. During that time Jamie worked with a team of 20+ Senior Municipal Sales Professionals and was an instrumental part of directing distribution activity of all Primary and Secondary products including High Yield, High Grade, Taxable, Tax Exempt, Public and Private Placement Offerings. Over the course of his tenure at Citi, the Municipal Markets group transacted over \$120 billion annually with strong market share across all sectors, including 20%+ share in High Yield. Additionally, Jamie was responsible for engagement and management of 300+ client relationships that were managed by the Municipal Sales Team. Jamie started his professional career as a Naval Officer after graduating from the United States Naval Academy, where he played varsity football and lacrosse.

Rich Goettke, Director. Mr. Goettke is a Director with Truist Securities' Fixed Income Trading Group focused primarily on municipal electronic trading. Mr. Goettke has worked in the municipal industry for over 16 years trading many different sectors of the market. Mr. Goettke joined Truist in 2023 from Hilltop Securities. Prior to Hilltop, Mr. Goettke spent 14 years with Wells Fargo Securities focused on electronic trading while also leading its internship and analyst programs for several years. Mr. Goettke is a graduate of Harvard College where he earned a Bachelor of Arts in Economics.

Daniel Mulligan, Director. Mr. Mulligan brings 34 years of experience in the tax-exempt space from Citi. He started his career trading municipals for 10 years in various sectors of the municipal market and moved over into sales to broaden his coverage in mutual funds, hedge funds, and insurance companies. Dan is a graduate of Providence College in Rhode Island.

William Hendricks, Vice President. Mr. Hendricks joined Truist from Citigroup after 6 years in its Institutional Municipal Sales group. Prior to Citigroup, William served as a Lieutenant in the United States Navy for 7 years as a Surface Warfare Officer. William earned a bachelor's degree from the United States Naval Academy and an MBA from John Hopkins University.

Appendix B

Truist Securities' Negotiated Underwriting Experience

Truist Securities' Negotiated Underwriting Experience Since 2022

Dated Date	Borrower	Par (\$MM)	Role	State
10/08/24	Board of Water Commissioners City & County of Denver/The	260.67	Co-Mgr	CO
10/03/24	County of Rowan NC	67.500	Senior Mgr	NC
09/25/24	Metropolitan Sewer Subdistrict	36.07	Senior Mgr	SC
09/17/24	East County Advanced Water Purification Joint Powers Authority	433.24	Senior Mgr	CA
09/11/24	San Antonio Water System	165.310	Senior Mgr	TX
09/05/24	City of Charlotte NC Storm Water Revenue	181.30	Co-Senior Mgr	NC
09/01/24	Dallas Fort Worth International Airport	723.56	Co-Mgr	TX
08/29/24	City of Atlanta GA Westside Tax Allocation District Gulch Area	574.61	Co-Mgr	GA
08/29/24	Erlanger Health Obligated Group	319.41	Co-Mgr	TN
08/28/24	Francis Energy Charging LLC	30.00	Senior Mgr	OK
08/27/24	City of Jacksonville	265.560	Co-Mgr	FL
08/23/24	City of Daytona Beach	29.075	Co-Mgr	FL
08/23/24	City of Daytona Beach	20.00	Co-Mgr	FL
08/19/24	Maritime Academy Charter High School Inc	8.570	Senior Mgr	PA
08/15/24	Lower Colorado River Authority	349.92	Co-Mgr	TX
08/14/24	Central Florida Expressway Authority	361.04	Co-Mgr	FL
08/08/24	Valley Health Obligated Group	119.97	Co-Mgr	VA
08/07/24	McLeod Health Obligated Group	143.17	Co-Mgr	SC
08/05/24	Central Brown County Water Authority	69.90	Senior Mgr	WI
08/01/24	Okeechobee County, FL	23.935	Senior Mgr	FL
08/01/24	Town of Leland	12.55	Senior Mgr	NC
08/01/24	City of Sanford NC Utility Systems Revenue	71.08	Co-Mgr	NC
07/24/24	Washington Metropolitan Area Transit Authority Dedicated Revenue	635.99	Co-Mgr	DC
07/22/24	University of South Alabama	19.93	Co-Mgr	AL
07/22/24	University of South Alabama	72.81	Co-Mgr	AL
07/11/24	Indiana Finance Authority State Revolving Fund	175.00	Co-Mgr	IN
06/20/24	City of Greensboro NC Combined Water & Sewer System	126.53	Co-Mgr	NC
06/13/24	Cornerstone Classical Academy Inc	23.79	Senior Mgr	FL
06/13/24	Cornerstone Classical Academy Inc	0.35	Senior Mgr	FL
06/05/24	Francis Energy	20.40	Senior Mgr	NH
05/30/24	Texas A&M University	427.40	Co-Mgr	TX
05/15/24	Virginia Resources Authority	136.07	Co-Mgr	VA
05/14/24	Novant Health Obligation Group	100.00	Senior Mgr	NC
05/14/24	Novant Health Obligation Group	1909.79	Co-Mgr	NC
05/01/24	Wake County, NC	137.00	Senior Mgr	NC
04/03/24	Montclair State University	159.43	Co-Mgr	NJ
04/02/24	Miami Worldcenter	246.70	Co-Mgr	FL
04/01/24	The Board Of Regents Of The University Of Texas System	412.57	Co-Mgr	TX
03/19/24	Pennsylvania Economic Development Authority	194.90	Co-Mgr	PA
03/14/24	Middle Georgia State University Foundation Inc	18.38	Senior Mgr	GA
03/06/24	City of Wilson	64.59	Co-Mgr	NC
01/31/24	Atrium Health	100.00	Senior Mgr	NC
01/25/24	Esperanza Academy Charter School	16.91	Senior Mgr	PA
12/14/23	Inman-Campobello Water District	57.49	Co-Mgr	SC
10/27/23	LRS Holdings, LLC	100.00	Co-Mgr	IL
10/27/23	Hobgood Charter School	7.26	Senior Mgr	NC
10/26/23	Vanderbilt University Medical Center Obligated Group	145.15	Co-Mgr	TN
10/19/23	Vandalia Health, Inc. Obligated Group	407.73	Co-Mgr	WV
10/18/23	WellStar Health system Obligated Group	500.00	Co-Mgr	GA
10/17/23	CPS Energy	162.72	Co-Mgr	TX
10/11/23	Port of Galveston	51.46	Co-Mgr	TX
09/27/23	Waste Management Inc	150.00	Co-Mgr	TX
09/21/23	County of Brevard FL Solid Waste Management System	49.41	Co-Mgr	FL
09/12/23	City of Lakeland FL Department of Electric Utilities	154.47	Co-Mgr	FL
08/30/23	Belmont University	187.50	Senior Mgr	TN
08/17/23	Washington Metropolitan Area Transit Authority	797.80	Co-Mgr	DC
08/15/23	Esperanza Academy Charter School	13.09	Senior Mgr	PA
08/03/23	Norton Healthcare Obligated Group	264.27	Co-Mgr	KY
08/03/23	Norton Healthcare Obligated Group	166.14	Co-Mgr	KY
07/31/23	Hybar LLC	330.00	Co-Mgr	AR
06/29/23	Frederick Health Inc Obligated Group	69.98	Co-Mgr	MD
06/15/23	Aleon Renewable Metals LLC	100.00	Senior Mgr	TX
05/31/23	Energy Transfer LP	225.00	Co-Mgr	TX
05/24/23	West Virginia United Health System Obligated Group	285.93	Co-Mgr	WV
05/18/23	United States Steel Corp	240.00	Co-Mgr	AR
05/18/23	Lee County School Board/The	136.41	Co-Mgr	FL
05/10/23	County of Wake NC	116.86	Co-Mgr	NC
04/24/23	Parrish Charter Academy	23.53	Senior Mgr	FL
04/20/23	County of Bedford TN	43.50	Senior Mgr	TN
04/06/23	Purdue University	98.13	Co-Mgr	IN

02/09/23	Moses H Cone Memorial Hospital Obligated Group	251.16	Co-Mgr	NC
02/09/23	Moses H Cone Memorial Hospital Obligated Group	90.70	Co-Mgr	NC
01/06/23	Excelsior Classical Academy A Challenge Foundation Academy Inc	15.33	Senior Mgr	NC
12/29/22	Aspire Trade High School	16.76	Senior Mgr	NC
11/22/22	Enviva Inc	100.00	Co-Mgr	MS
10/27/22	Seaside School Consortium Inc	22.00	Senior Mgr	FL
10/27/22	Seaside School Consortium Inc	0.58	Senior Mgr	FL
10/19/22	South Island Public Service District/SC	71.51	Co-Mgr	SC
10/12/22	Waste Management Inc	100.00	Co-Mgr	CA
09/29/22	Bon Secours Mercy Health Inc	213.32	Co-Mgr	OH
09/29/22	Bon Secours Mercy Health Inc	190.78	Co-Mgr	SC
09/29/22	Bon Secours Mercy Health Inc	190.78	Co-Mgr	VA
09/27/22	Duke Energy Progress LLC	451.70	Co-Mgr	NC
09/22/22	County of Horry SC	60.00	Co-Mgr	SC
09/20/22	Diakon Lutheran Social Ministries Obligated Group	27.16	Senior Mgr	PA
09/14/22	City of Charlotte NC Water & Sewer System	478.09	Co-Mgr	NC
08/11/22	Emory University	110.38	Co-Mgr	GA
08/11/22	Emory University	110.45	Co-Mgr	GA
08/11/22	Emory University	212.06	Co-Mgr	GA
07/15/22	Enviva Inc	250.00	Co-Mgr	AL
07/14/22	Lenoir-Rhyne University	52.65	Co-Mgr	NC
06/30/22	Bradford Preparatory School	39.28	Senior Mgr	NC
06/21/22	Moses H Cone Memorial Hospital Obligated Group	198.37	Co-Mgr	NC
06/10/22	American Renaissance School Inc	13.23	Senior Mgr	NC
05/31/22	Clover Garden School Inc	19.38	Senior Mgr	NC
04/28/22	Mater Academy Miami-Dade & Osceola Counties Obligated Group	114.41	Co-Mgr	FL
04/25/22	Renaissance Charter School Inc	57.72	Senior Mgr	FL
04/14/22	Polaris Tech Charter School	18.85	Senior Mgr	SC
04/04/22	Arts Academy Charter School	6.58	Senior Mgr	PA
03/01/22	KIPP Texas Inc	156.36	Co-Mgr	TX
02/24/22	Corp For Effective Schooling	18.99	Senior Mgr	NC
02/22/22	Commercial Metals Co	145.06	Co-Mgr	AZ
02/10/22	College Achieve Paterson Charter School Inc	15.30	Senior Mgr	NJ
01/27/22	Golden View Classical Academy	11.54	Senior Mgr	CO
01/20/22	Hayden Canyon Charter School Inc	6.15	Senior Mgr	ID
Senior Mgr Total	39 Transactions	\$2,108,870,000		
Co-Mgr Total	66 Transactions	\$15,876,420,000		
Aggregate Total	105 Transactions	\$17,985,290,000		

Appendix C

Signed Addendum

ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS FOR INVESTMENT BANKING/UNDERWRITING SERVICES
\$25,000,000* CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

SEPTEMBER 3, 2024

To All Potential Respondents:

This addendum modifies the previously issued Request for Qualifications for Investment Banking/Underwriting Services ("RFQ") and is hereby made a part of the proposal documents. Per the RFQ, respondent shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the respondent to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Tentative RFQ Schedule found on page 1 of the RFQ is being modified and delayed as follows:

09/26/2024	Responses due by 2:00PM Central
10/03/2024	Bid Committee evaluation
10/07/2024	Committee Results/Recommendations Presented to City Council

Responses to the RFQ are not due until 2:00PM Central on September 26, 2024.

The City will contact respondents who sent responses on or before September 5th, 2024 with the options: 1) City may keep the response for the 10/03/24 bid committee review; 2) City may return the response to the bidder at the City's expense; or 3) City may destroy the response at the respondent's request. If the respondent does not respond with their preferred option, then the City will return the response to the bidder.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Ryan Trauffler

Print Name

Ryan Trauffler

Signature

09/24/2024

Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Tina Deater, Community Development Director

DATE: September 11, 2024

SUBJECT: Fire District Dock - Boat Slip Lease

I. BACKGROUND: The Destin Fire Control District anticipates leasing three slips to governmental entities for the health, safety and welfare of the public. Specifically, leases are in the works with the Okaloosa County Sheriff's office, Florida Fish & Wildlife, and the City of Destin.

II. DISCUSSION:

Attached for Council consideration is a proposed lease of one of the boat slips to the City of Destin for use in code compliance efforts. The lease is identical to that of the lease worked out between the Fire District and Sheriff's office, except that the use of the slip by the City is for City code compliance efforts, while the OCSO's purposes are for emergency/first response and policing. There is no rent under the lease, for as long as the Fire District continues to pay no rent to the state under its sovereign submerged land lease. The City would be responsible for payment of its pro rata share for utilities and trash for one slip.

Under the terms of the Lease, the City is entitled to possess the Boat Slip as of the Effective Date and for thirty-six (36) consecutive months after the Effective Date (the "Term"). The Term may be renewed annually for consecutive additional twelve (12) month term(s) by written confirmation and consent agreed to by both Fire District and City prior to the end of the then expiring Term.

- A. Link to Strategic Goals / Objectives:** II. Enhanced quality of life and safety for families
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):** Increased access for code compliance efforts.
- D. Legislative Sponsor:**

III. CONCLUSION: Staff recommends authorizing the City Manager to sign the lease, as presented.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to sign the lease, as presented.

Attachments:

1. Boat Slip Lease Agreement - Clean 9.11.24
2. Ex. A to Boat Slip Lease
3. Ex. B to Boat Slip Lease
4. Ex. C to Boat Slip Lease
5. Code Boat Operations Memo

BOAT SLIP LEASE AGREEMENT

THIS BOAT SLIP LEASE AGREEMENT (this “Lease Agreement”) is made effective as of _____ (the “Effective Date”) by and between **Destin Fire Control District**, a legislatively created Independent Special Fire Control District of the State of Florida, located in the County of Okaloosa, State of Florida, with its offices located at 848 Airport Road, Destin, Florida 32541 (hereinafter, “Lessor”), and the following party:

Name: _____

Address: _____

Phone: _____

Email: _____

EIN #: _____

Vessel (including HIN #): _____ (“Vessel”)

(hereinafter, “Lessee”).

Lessor and Lessee are collectively referred to herein as “Parties” or “Party” if singular.

THIS BOAT SLIP LEASE AGREEMENT IS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE DESTIN FIRE CONTROL DISTRICT BOARD OF COMMISSIONERS

RECITALS

- A. Lessor’s possession right in the boat slips shown on attached **Exhibit “A”** (the Boat Slip”) is subject to that certain Memorandum of Ground Lease and Lease Purchase Agreement effective as of July 1, 2021 and that certain Lease Purchase Agreement dated July 1, 2021 (collectively the “Lease Purchase Agreement”) by and between Lessor and Synovus Bank, a Georgia banking corporation, with its corporate office located at 1148 Broadway, Columbus, GA 31901 (“Synovus”). A true and correct copy of the Lease Purchase Agreement is attached hereto as **Exhibit “B”**.
- B. In order to better serve the citizens and guests of Okaloosa County, Florida related to City Code Compliance activities on the waterways of Okaloosa County, Florida, Lessor desires to enter into this Lease Agreement with Lessee regarding the use of the Boat Slip(s) by Lessee in the performance of certain City code compliance efforts for the health, safety and welfare of the public.

IN CONSIDERATION of the mutual covenants contained in this Lease Agreement, Lessor and Lessee agree that:

1. Possession; Vessel; Term.

- (a) Subject to the provisions of this Lease Agreement, Lessor hereby leases possession and use of Boat Slip # _____ as identified and within the confines of that property depicted on Exhibit "C" (the "Property") for Lessee's use solely for the purposes of providing City code compliance activities access from the Boat Slip (the "Intended Use").
- (b) "Vessel" is synonymous with boat as referenced in Section 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, other than a seaplane on the water, used or capable of being used as a means of transportation in water. Lessee's Vessel is identified with particularity above and the same is identified throughout the Lease Agreement.
- (c) Lessee shall be entitled to possess the Boat Slip as of the Effective Date and for thirty six (36) consecutive months after the Effective Date (the "Term"). The Term may be renewed annually for consecutive additional twelve (12) month term(s) by written confirmation and consent agreed to by both Lessor and Lessee prior to the end of the then expiring Term. Lessee will notify Lessor in writing of its intent to renew at least ninety (90) days prior to the expiration of the then current Term and Lessor shall respond to such request to renew within fifteen (15) days. All renewals are subject to Lessor's sole and absolute discretion and may be denied for any reason. At the end of any twelve (12) month Term, if no renewal is agreed to in writing by both Lessor and Lessee prior to the expiration of the then expiring Term, Lessee will surrender the Boat Slip in the same condition as it is on the date hereof, without evidence of wear and tear ("Original Condition"), including removal of all signage and other Lessee additions, and restoration of the Boat Slip and the Property area in the immediate area surrounding the Boat Slip to the Original Condition, normal wear and tear expected.
- (d) Prior to or upon executing this Lease Agreement, Lessee shall deliver to Lessor copies of all current operating licenses (Federal, State, County and City) and registrations of the Vessel that Lessee is to keep at the Boat Slip.

2. Lease Fee. Throughout the Term, Lessee will pay the following as the lease fee (the "Lease Fee") (with a ratable payment for any partial period) without notice and without setoff or counterclaim of any kind:

- (a) Base Lease Fee. Lessee will pay Lessor a lease fee based off the pro rata portion of the fee under Submerged Land Lease No. 460351491 (the "Submerged Land Lease") which Lessor pays to the State of Florida in arrears unless otherwise notified in writing by Lessor. As of the Effective Date, Lessor is not charged any fees by the State of Florida under the Submerged Land Lease. For so long as the State of Florida continues its current practice of not charging Lessor any

fees under the Submerged Land Lease, Lessor will not collect a Lease Fee from Lessee; provided however, Lessor reserves the right to collect and Lessee agrees to pay a Lease Fee as determined pursuant to this Section 2(a) if and as soon as the State of Florida commences collecting a lease fee from Lessor under the Submerged Land Lease.

- (b) Utility Fee. Lessee will pay to Lessor an amount for its share of the utilities and trash removal service provided for pursuant to Section 5 of this Lease and Lessor's operating cost for the Boat Slip situated on the Property based on the pro rata portion of the actual utilities, trash removal costs, and number of boats located at the Boat Slip in arrears unless otherwise notified in writing by Lessor.
- (c) Lease Fee Increase. Lessor may increase the Base Lease Fee for the Boat Slip with thirty (30) days advance written notice in which event Lessee will have the right to terminate the Term on the effective date of such increase by giving not less than fifteen (15) days written notice.

3. Use.

- (a) Intended Use. Lessee will use the Boat Slip solely for the Intended Use. Lessee agrees to use and continuously operate the Boat Slip for the Intended Use or other uses approved in advance, in writing by Lessor.
- (b) Alterations. Lessee will not alter the Boat Slip or any portion of the surrounding Property without prior written approval of Lessor. If any alteration is to be considered, such modifications and/or alterations shall be in compliance with Lessor's State Submerged Lands Leases, the Lease Purchase Agreement, or any other agreements related to the Boat Slip held by Lessor and submitted to Lessor in written form with proper drawings for review and approval prior to any commencement of work or purchase of materials.
- (c) Lessee has inspected the Property and the Boat Slip and has investigated the viability of the Intended Use and is fully informed of the physical conditions; Lessee acknowledges and understands that Lessor makes no representation or warranty with respect to the suitability of the Property and/or the Boat Slip for Lessee's Intended Use.

4. Maintenance.

- (a) Lessee will maintain the Boat Slip in good repair, at Lessee's expense All repair of any damage caused by Lessee will be the sole responsibility of Lessee. Lessee

will keep the Boat Slip and those parts of the Property immediately surrounding the Boat Slip in a clean and orderly condition at Lessee's sole expense and will not permit any waste or nuisance therein.

- (b) Lessor will maintain all other parts of the Property surrounding the Boat Slip in good repair, at Lessor's expense unless damaged by the negligence of Lessee. Lessee will promptly notify Lessor in writing of the need for such repairs. The responsibility for repair of any damage caused by Lessee will be the sole responsibility of Lessee.

5. Water, Electric and Trash Removal. Lessor will provide all utility service to the Boat Slip and will maintain water faucets used by or available to, the Boat Slip unless damaged by Lessee. In addition, Lessor shall arrange for trash removal service to be made available from the Property. The responsibility for repair of any damage caused by Lessee will be the sole responsibility of Lessee.

6. Common Areas.

- (a) Use. Lessor grants to Lessee the nonexclusive right to ingress and egress over the Property to access the Boat Slip. Lessee will take the most direct path to the Boat Slip through the Property. Lessee shall have full and unimpaired access to the Property at all times, twenty-four (24) hours a day, seven (7) days a week for official duties.
- (b) Cooperation. Lessee agrees to conduct its operations from the Boat Slip in full cooperation with the other governmental agencies located on the Property and other boat slips, including their employees, agents, guests and particularly as to the flow and movement of vessels to, from and around the Boat Slip to include sharing use of all docks and piers and all walkways leading to the Boat Slip.
- (c) Cleanliness. Lessee will remove all trash from Lessee's operations and the Boat Slip and place such trash in the trash receptacle located on the Property. Lessee agrees that it shall take all actions necessary to prevent and eliminate odors emanating from the Boat Slip so there will be NO complaints (other than unfounded complaints) from adjoining property owners, the City of Destin, the State of Florida Health Department Okaloosa County, Florida, or other governmental agencies, Lessor or Lessor's other tenants, including, but not limited to, plastic bagging food or odor causing products being disposed of, implementation of an odor control program with a regular cleaning schedule and utilization of odor control product. Lessee is also responsible for the cleanliness (including removal of any bird droppings) to the Boat Slip.
- (d) Maintenance. Lessor will maintain the common areas proximate to the Boat Slip in good repair unless damaged by Lessee. The repair of any damage on the common area caused by Lessee will be the sole responsibility of Lessee.

7. [Intentionally Deleted]

8. Indemnity. Lessee hereby indemnifies and agrees to save and hold harmless Lessor, its officers, employees, directors, agents, servants, representatives, affiliates, predecessors, successors, and affiliated entities, and their insurers and underwriters, from and against any and all claims for personal injury, wrongful death, property damage, or breach of contract, however caused and however related, directly or indirectly, with the performance of services under this Lease Agreement, Lessee's use of the Boat Slip and surrounding Property and common areas, exercise of the Intended Use by Lessor's guests or invitees (including loss of property, injury or death resulting there from), any act of Lessor, Lessor's guests or invitees, or any acts or omissions of Lessor and its employees. Lessee's covenant to defend, indemnify and hold Lessor harmless applies even when the claim is caused or contributed to by alleged or actual negligence on the part of Lessor and any of its employees, any defect in the premises, no matter when that defect arose, and no matter whether that defect was known or observable by any party. The duty to defend Lessor includes payment of all reasonable attorneys' fees and all reasonable claims management and litigation costs, from the state and federal level and through the appellate level. In the event of nonperformance or attempted repudiation of the foregoing covenants of indemnification, Lessor reserves the right to cause Lessee to immediately cease all business operations at the Boat Slip and terminate this Lease Agreement without notice.

9. Default: Remedies.

(a) Default and Remedies. If Lessee (i) fails to pay any sum due under this Lease Agreement, or (ii) fails to correct any other default in its covenants and warranties under this Lease Agreement within fifteen (15) days after notice (or such default cannot be cured within ten (10) days, if Lessee does not begin curing the default within fifteen (15) days after notice and diligently proceed in good faith to cure the default), Lessor will have all of the rights and remedies available to the grantor of a license for the use of real property and a secured party under Florida law, including without limitation the right to:

- (1) Terminate this Lease Agreement;
- (2) Perform such obligations on Lessee's behalf, in which case Lessee will promptly reimburse Lessor; therefore, which remedies will be cumulative and not mutually exclusive. Lessor's failure to demand strict performance of this Lease Agreement at all times does not waive its right to fully enforce the Lease Agreement; or
- (3) In any such case, seek such damages and/or pursue such other rights and remedies, singly or cumulatively, to which Lessor may be entitled under Florida law; or

(b) Late Charges. In addition to the remedies provided above, (i) all sums due under this Lease Agreement will bear interest at eighteen percent (18%) per annum or,

if lower, the highest rate allowed by law beginning on the date they are due, and, in addition, (ii) a late charge of five percent (5%) of any payment due hereunder if not paid within five (5) days after it is due, and ten percent (10%) of any payment due hereunder if not paid within ten (10) days after it is due.

10. Assignments. Lessee will not assign this Lease Agreement (which term includes the transfer of a controlling interest in Lessee), by operation of law or otherwise, or sublet any part of the Property(s) without Lessor's prior written consent, and the net profit, if any, realized by Lessee on assignment or subletting the Property(s) will be paid to Lessor's as additional Lease Fee, as it is received. **Any attempted assignment without Lessor's consent will be void and Lessor shall have the right to terminate this Lease Agreement without notice.** If Lessee is in default under this Lease Agreement, Lessor may collect the entire amount due from any sub-Lessee directly and apply it to the Lease Fee or other sums due to Lessor without releasing Lessee of its obligations hereunder.

11. Regulations.

- (a) Lessee will comply with all laws and regulations in effect while this Lease is in effect, the Submerged Land Lease, and with Lessor's current uniform rules and regulations in effect from time to time, as modified by Lessor in Lessor's sole discretion, which Rules and Regulations are attached hereto as **Exhibit "D"**. Violations of these rules and regulations are subject to fines imposed solely at Lessor's discretion.
- (b) Lessee shall use commercially reasonable efforts to enter into any and all agreements with Lessor as may be required by the Lease Purchase Agreement in compliance with all applicable ordinances, statutes, laws, regulations or other rules.
- (c) Lessee expressly understands and agrees that except to the extent Lessee may be exempt as a Florida public entity, Lessee is responsible for abiding by and complying with all federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all "Hazardous Materials Laws"(as defined below).
 - (1) For the purposes of this Lease Agreement, "Hazardous Material Laws" shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety.
 - (2) Lessor and its agents and employees shall have the right to enter in and upon the Boat Slip at any reasonable time and with reasonable notice to inspect Lessee's operations and confirm that Lessee is complying with this Lease Agreement pursuant to this Paragraph 11.

12. Effect of this Lease Agreement. This Lease Agreement contains the entire agreement of the parties and may only be amended by a writing of equal dignity and signed by both parties. The provisions of this Lease Agreement (i) are severable, so that the invalidity of any part will not affect the full enforceability of the remainder, and (ii) will bind and inure to the benefit of the parties hereto, their successors and permitted assigns forever, except that Lessor's liability for the satisfaction of any judgment or other judicial process arising from this Lease Agreement will be limited to Lessor's interest in the Boat Slip, and no other assets of Lessor will be subject to levy, execution or other procedures for its satisfaction. Time is of the essence of this Lease Agreement.

13. Recording. Neither party will file this Lease Agreement or any memorandum hereof in the public records without the written consent of the other party. However, all contracts and agreements between the parties are subject to and must be provided as requested pursuant to Florida Statutes Chapter 119 – public records.

14. Security Deposit. Lessor will not require Lessee to pay a security deposit under this Lease Agreement.

15. [Intentionally Deleted]

16. Regulatory Requirements.

- (a) Vessel must be clear of obstructions (solar panels, kayaks, jugs, etc.) which inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.
- (b) **THE PROPERTY AND THE BOAT STIP IS LOCATED WITHIN AN AREA THAT IS AN ENVIROMENTALLY SENSITIVE AREA. Lessee represents and warrants Lessee and their Vessel(s) shall comply with the Federal Water Control Acts (33U.S.C. Section 1321- prohibiting discharge of oil and oily water; 33 U.S.C. Section 1322- prohibiting discharge of untreated sewage) and all other applicable federal, state, county and municipal laws and regulations. Lessee agrees to be liable and indemnify Lessor for any penalties or clean up fees imposed as a result of such prohibited acts or any other illegal acts of Lessee.**

17. [Intentionally Deleted]

18. Vessel Inspections. All Vessels are subject to inspection by Lessor or official enforcement agency personnel at reasonable times while being accompanied by Lessee's personnel during the inspection at all times. Inspections may be comprised of:

- (a) A brief inspection that relates to the Vessel's seaworthy condition, including

checking the Vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.

- (b) A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.

19. [Intentionally Deleted]

20. Hold Over. If Lessee fails to immediately remove Lessee's vessel from the Boat Slip upon any expiration or termination of this Lease Agreement, Lessee shall pay to Lessor, on demand a hold over charge at the daily transient rate \$200.00 per day together with all other amounts due to Lessor ("Hold Over Charge"). Further, if Lessee fails to immediately remove the Vessel from the Boat Slip or Property upon the expiration or termination of this Lease Agreement, Lessor may pursue any other remedies for a holdover tenant available under Florida law.

21. Bailment. This Lease Agreement does not create a bailment of the Vessel nor do the parties intend to create a bailment of the Vessel. This Lease Agreement is merely for the renting of a mooring space by Lessee for its Vessel. There is neither temporary nor permanent dominion nor control exercised over said Vessel by Lessor, but said control is to remain with Lessee at all times. This Lease Agreement is for the use of space only and such space is to be used at the sole risk of Lessee. Lessor shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time. Lessee acknowledges that they have inspected the Boat Slip and is satisfied that it is safe and suitable for use. Lessee further agrees that they have examined the Property to their satisfaction prior to the execution of this Lease Agreement and is satisfied with the physical condition of the Property and agrees that the Property is in a safe condition and in good repair.

22. Subordination to Governmental Agreements. Lessee acknowledges and agrees that the Lease Agreement is subject to and subordinate to the Lease Purchase Agreement and any existing or future agreements of any kind between Lessor and any other public agency of the United States Government, State of Florida or any County authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the Destin Harbor Marina facilities, mooring fields and basins, and their adjoining seawalls and dock areas. Lessor reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of Lessee and without interference or hindrance by Lessee.

23. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by email transmission provided a confirmation of such email transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below.

Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. Notices shall be sent as follows:

Each notice to Lessor shall be addressed as follows:

Destin Fire Control District
Attn: Chief Kevin Sasser
848 Airport Road
Destin, Florida 32541
chief@destinfire.com

Each notice to Lessee shall be addressed as follows:

City of Destin
City Manager, City Clerk and City Attorney
4200 Indian Bayou Trail
Destin, Florida 32541
ljones@cityofdestin.com
clerksdepartment@cityofdestin.com
kkopp@romanokopplaw.com

24. Miscellaneous.

- (a) Authority. The persons signing this Agreement on behalf of the Parties represent and warrant that they have full power, authority and legal right to execute, deliver and perform their obligations under this Agreement; that this Agreement and the obligations hereunder are legal, valid and binding obligations of the Parties, enforceable in accordance with their terms; that there are no claims or defenses, persons or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement; and that the persons signing this Agreement have full power, authority and legal right to do so and to bind and to cause the Parties to perform the obligations hereunder, without the joinder or consent of any other person.
- (b) Severability. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of

such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

- (c) Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.
- (d) Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as an original signed copy.
- (e) Governing Law. All matters pertaining to this Lease Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Circuit Court in and for Okaloosa County, State of Florida.
- (f) Captions and Definitions of Parties. The captions of the Paragraphs of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement. The word "Lessor" or "Lessee" and the pronouns referring thereto, shall mean, where the context so admits or requires, the entity named herein as Lessor or Lessee or the mortgagee in possession at any time, of the land and buildings comprising the Property. If there is more than one Lessor or Lessee, the covenants of Lessor or Lessee shall be the joint and several obligations of each of them, and if Lessor or Lessee is a partnership, the covenants of or Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Leasing Agreement otherwise provided, the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the day and year first above written.

WITNESS:

LESSOR: Destin Fire Control District

By:

Printed Name: _____

Printed Name:

Printed Name: _____

Title: _____

STATE OF FLORIDA
OKALOOSA COUNTY

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2024 by _____, of Destin Fire District, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC

THIS BOAT SLIP LEASE AGREEMENT IS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE DESTIN FIRE CONTROL DISTRICT BOARD OF COMMISSIONERS

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the day and year first above written.

WITNESS:

LESSEE: _____

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2024 by _____, of _____, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC

THIS BOAT SLIP LEASE AGREEMENT IS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE DESTIN FIRE CONTROL DISTRICT BOARD OF COMMISSIONERS

EXHIBIT A
Boat Slip

(See Attached)

EXHIBIT B
Lease Purchase Agreement

(See Attached)

EXHIBIT C
Depiction of the Property

(See Attached)

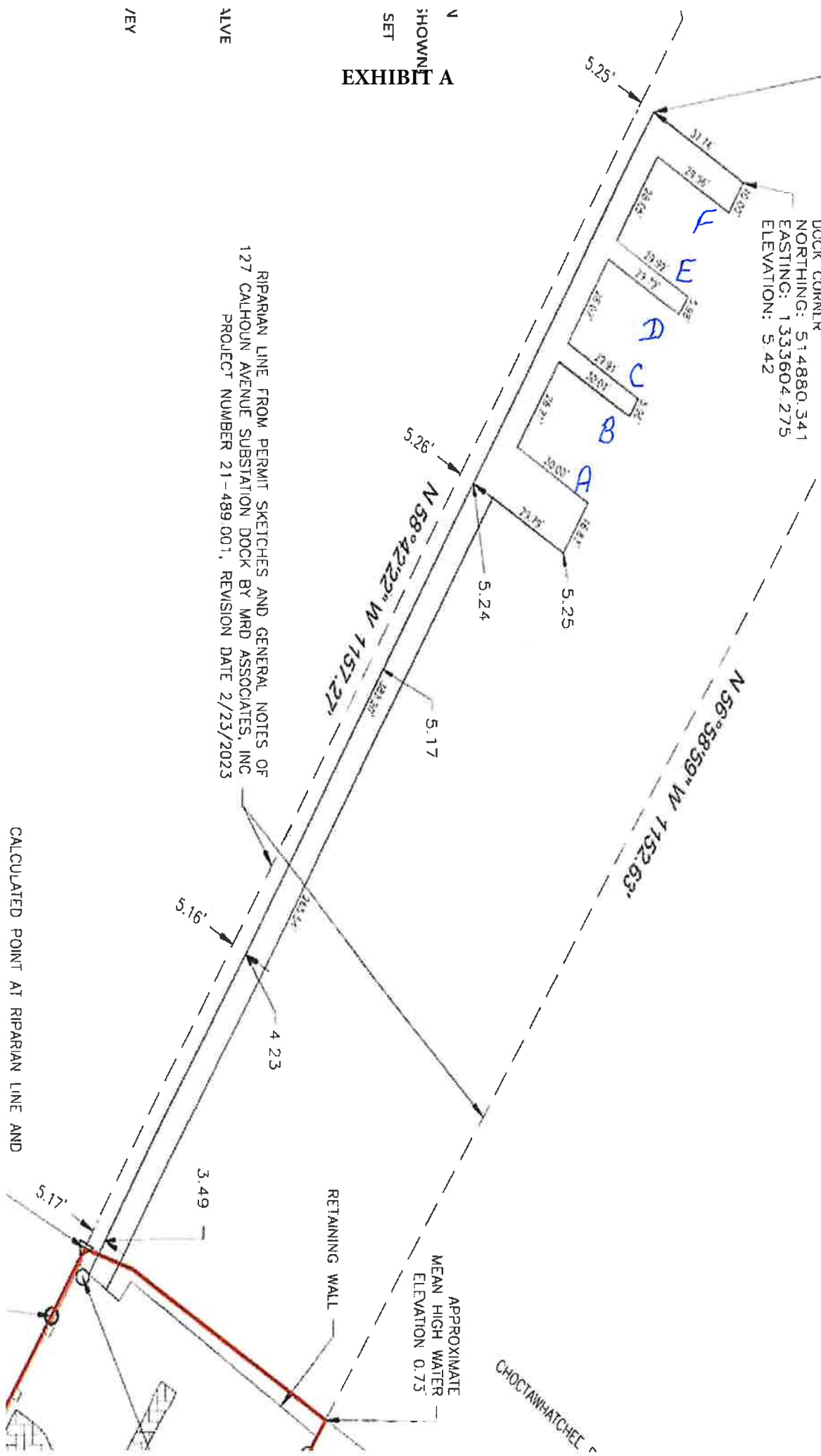
EXHIBIT D
RULES AND REGULATIONS

1. Boat Slip sign, as approved by Lessor, will be kept in good repair. Lessor maintains the authority to declare these items as sub-standard and allow Lessee a reasonable time to repair.
2. Lessee will ensure both themselves and their employees adhere to parking restrictions for the Property. Lessee shall not utilize more than one parking space on the Lessor's property for each Boat Slip leased by Lessee. Lessor reserves the right to assign a particular parking space to each lessee of a boat slip.
3. Lessee will notify Lessor of any change of address within five (5) days after such takes effect.
4. Lessor will not be liable for any loss or damage by theft or otherwise to the Boat Slip, other property, or person while using the Boat Slip.
5. Lessee will be responsible for seeing that its Boat Slip is properly secured to ensure against all damage from any and all causes whatsoever.
6. Lessee using the Boat Slip will be responsible for the conduct of all persons using, visiting or occupying the Boat Slip, to include that no offensive language is used, personal hygiene and appearance be neat and clean. This also includes maintaining a reasonable sound level on audio equipment while in or about the Boat Slip and surrounding Property.
7. Extreme caution should be exercised in leaving and entering the Property area. Lessee is responsible for all damage caused by Lessee's Vessel to the Property and other vessels or property.
8. Lessee will be responsible for keeping their Boat Slip and Vessel(s) in such condition that they do not become unsightly or dilapidated or reflect unfavorably on the appearance and standards of the dock or Property. All areas of all Boat Slip will be kept free and clear of debris, bottles, papers, trash or unsightly materials at all times.
9. No tangible personal property of Lessee will be stored in the Boat Slip or deck for any length of time.
10. There will be no alcoholic beverages sold, purchased or consumed within the Boat Slip or surrounding Property.
11. Lessee shall not bring any bait or fish to the Boat Slip.
12. All garbage to be put in the garbage bins located on the Property.

13. Lessee shall not fuel any vessel at the Boat Slip or transport any fuel for use at the Boat Slip.
14. Lessee shall not perform any major engine repairs to vessels moored at the Boat Slip. If Lessee must remove its vessel from the Boat Slip or Property for repair or maintenance, Lessee shall provide twenty-four (24) hour advance written notice of such need to Lessor except in the event of an emergency in which case Lessee may provide less than twenty-four (24) hour notice.

EXHIBIT A

DOCK CORNER
 NORTHING: 514880.341
 EASTING: 1333604.275
 ELEVATION: 5.42



RIPIARIAN LINE FROM PERMIT SKETCHES AND GENERAL NOTES OF
 127 CALHOUN AVENUE SUBSTATION DOCK BY MRD ASSOCIATES, INC
 PROJECT NUMBER 21-489 001, REVISION DATE 2/23/2023

CALCULATED POINT AT RIPARIAN LINE AND

APPROXIMATE
 MEAN HIGH WATER
 ELEVATION 0.75'

RETAINING WALL

CHOCTAWHATCHEE

KEY

ALIVE

SET

SHOWN

N

EXHIBIT B

LEASE PURCHASE AGREEMENT

Between

SYNOVUS BANK

Lessor

and

DESTIN FIRE CONTROL DISTRICT

Okaloosa County, Florida

Lessee

Dated July 1, 2021

This instrument prepared by:

George A. Smith Jr.

Bryant Miller Olive P.A.

1545 Raymond Diehl Road, Suite 300

Tallahassee, Florida 32308

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Lease Purchase Agreement"), made and entered into this 1st of July, 2021, by and between Synovus Bank, a Georgia banking corporation, with its corporate office located at 1148 Broadway, Columbus, GA 31901, and its successor and assigns (the "Lessor"), and the **DESTIN FIRE CONTROL DISTRICT**, Okaloosa County, Florida, a legislatively created Independent Special Fire Control District of the State of Florida, with its mailing address at 848 Airport Road, Destin, Florida 32541, Attention: Fire Chief (the "Lessee");

WITNESSETH THAT:

WHEREAS, the purpose of this Lease Purchase Agreement is to provide for the financing of the acquisition, construction and equipping of a fire station, as more fully described in *Exhibit B* hereto (the "Fire Station Project"), to be located on the real property described in *Exhibit A* hereto (the "Project Site" and together with the Fire Station Project, the "Leased Premises"), for the use by the Lessee; and

WHEREAS, the Lessee (as lessor under the Ground Lease) has heretofore leased the Project Site to the Lessor (as lessee under the Ground Lease) pursuant to the Ground Lease of even date herewith (the "Ground Lease"), and the parties intend that the Leased Premises will be leased to the Lessee pursuant to the terms of this Lease Purchase Agreement; and

WHEREAS, the Lessor desires to lease the Leased Premises to the Lessee, and the Lessee desires to lease the Leased Premises from the Lessor, subject to the terms and conditions set forth in this Lease Purchase Agreement;

NOW THEREFORE, in consideration of the rent to be paid under, and the covenants and agreements contained in, this Lease Purchase Agreement, the parties agree as follows:

SECTION 1. Certain Defined Terms and References.

(a) In addition to the terms defined elsewhere in this Lease Purchase Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Ad Valorem Tax Millage" means ad valorem tax millage in an amount not exceeding 3 mills.

"Additional Rent" means any payments required to be made pursuant to Section 6 in addition to Base Rent, other than Further Payments.

"Appropriation" means the designation out of the general resources of the Lessee of a certain amount for a particular purpose in a resolution or budget adopted by the Board of Commissioners.

"Authorized Officer," when used:

(i) With respect to the Lessee, means the Chairman of the Board of Commissioners, the Secretary of the Board of Commissioners or other authorized signatories as provided in a resolution of the Lessee.

(ii) With respect to the Lessor, means a Director or any other or additional officer, of the Lessor who is designated in writing such the Director or other authorized officer of the Lessor as its Authorized Officer for the purposes of this Lease Purchase Agreement.

(iii) With respect to any successor to the Lessor, means the one or more officers of the successor designated in writing by the successor's board of directors (or other governing body) or officer authorized to make the notification as its Authorized Officer for the purposes of this Lease Purchase Agreement.

"Base Rent" means the payments, including the principal and Interest Components of those payments, calculated in accordance with Section 6 and in accordance with *Exhibit D* hereto.

"Board of Commissioners" means the Board of Commissioners of the Lessee.

"Bond Counsel" means Bryant Miller Olive P.A. or another firm of attorneys acceptable to the Lessee and the Lessor which shall be an attorney or firm of attorneys admitted to practice law before the highest court of the State and nationally recognized as experienced in matters pertaining to the validity of obligations of governmental issues and the exemption from federal income taxation of interest on such obligations.

"Business Day" means any date on which commercial banks are open for general business in Okaloosa County, Florida.

"Chairman" means the Chairman of the Board of Commissioners.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof and made applicable to this Lease Purchase Agreement. References to the Code and sections thereof include relevant applicable regulations, temporary regulations and proposed regulations thereunder, and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

"Commissioners" means members of the Board of Commissioners.

"Completion Date" means the date the Fire Station Project is completed as evidenced by the delivery of a "Completion Certificate".

"Corporate Tax Rate" shall mean the highest marginal statutory rate of federal income tax imposed on corporations such as the Lessor at the applicable time.

"Cost" or "Costs" means all reasonable or necessary expenses incidental to the construction, installation, improvement and equipping of the Fire Station Project, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses related thereto.

"Default Rate" means the Prime Rate plus 5% per annum.

"Determination of Taxability" means (a) the filing by the Lessee or any other person or entity of any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred, or (b) receipt by the Lessor of (i) a ruling or technical advice or notice of deficiency from the Internal Revenue Service in which the Lessee has had the opportunity to participate, or (ii) an opinion of any nationally recognized bond counsel acceptable to the Lessor to the effect that interest on the Base Rent hereunder is includable in the gross income for Federal income tax purposes of the Lessor, or (iii) the final adoption of legislation or regulations which has the effect of requiring interest on the Base Rent to be included in the gross income of the Lessor for Federal income tax purposes.

"Effective Date" means July 1, 2021.

"Event of Default" means an Event of Default described in Section 27 hereto.

"Event of Taxability" means the occurrence of circumstances which results in the Interest Component of Base Rent becoming includable in the gross income of the Lessor for Federal income tax purposes, such occurrence of circumstances relating to a specific point in time.

"Fire Station Project" means the acquisition, construction and equipping of a fire station facility, as more fully described in *Exhibit B* hereto.

"Fiscal Year" means any year ending September 30 or any other consecutive 12-month period which may be established hereafter as the Fiscal Year of the Lessee for budgeting and appropriation purposes.

"Further Payments" means all reasonable costs, fees and expenses incurred or paid by the Lessor under this Lease Purchase Agreement.

"Ground Lease" means the Ground Lease of even date herewith entered into between the Lessee (as lessor thereunder) and the Lessor (as lessee thereunder), and relating to the Leased Premises, as the same may be amended or supplemented from time to time in accordance with its terms.

"Impact Fees" means all impact fees collected by the Lessee pursuant to Section 191.009(4), Florida Statutes, and Section 9(4) of Chapter 2000-417, Laws of Florida, and any fees

or charges for fire services lawfully imposed by Okaloosa County, Florida and distributable to the Lessee that are legally available for payment of Lease Payments hereunder.

"Inspection Fees" means all fees collected by the Lessee for fire safety inspections conducted by the Lessee.

"Interest Component" means the interest component of each of the Base Rent payments identified on *Exhibit D* hereto.

"Interest Rate for Advances" means that interest rate per annum equal to the lesser of 10% or the maximum rate permitted by law.

"Lease Payment Account" shall have the same meaning as set forth in Section 12(f) hereto.

"Lease Payments" means the sum of the Base Rent and Additional Rent due at or during a stated time.

"Lease Payment Date" means the 1st day of each month of each applicable annual payment period, commencing August 1, 2021 (and if the 1st day of each month is not a Business Day, then the preceding Business Day).

"Lease Purchase Agreement" means this Lease Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with its terms.

"Lease Term" means, individually and not collectively, the initial term of this Lease Purchase Agreement (the Effective Date through September 30, 2021), each Renewal Period, and any other renewal period during which the terms and conditions of this Lease Purchase Agreement are in force pursuant to Section 5(b).

"Leased Premises" means, collectively, the Fire Station Project and the Project Site.

"Lessee" means the Destin Fire Control District, Okaloosa County, Florida.

"Lessor" means Synovus Bank, and its successors and assigns.

"Net Proceeds", when used with respect to any insurance proceeds or eminent domain award, means the gross proceeds thereof less the payment of all expenses, including attorneys fees, incurred in connection with the collection of those gross proceeds.

"Permitted Liens" means, as of any particular time, (a) liens for ad valorem taxes and special assessments not then delinquent; (b) this Lease Purchase Agreement; (c) the Ground Lease; (d) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not (i) materially interfere with or impair the operations being conducted on the Leased Premises or (ii) materially adversely affect the Lessor's rights under the Ground Lease and this Lease Purchase Agreement; (e) such minor defects,

irregularities, encumbrances, easements, mechanics' liens, rights-of-way and clouds on title as, in the opinion of independent counsel, normally exist with respect to properties similar in character to the Leased Premises for the purpose for which it was acquired or is held by the Lessee and do not (i) materially interfere with or impair the operations being conducted on the Leased Premises or (ii) materially adversely affect the security granted to the Lessor by this Lease Purchase Agreement; and (f) any liens and encumbrances described in any title policies delivered in connection with the signing and delivery of either the Ground Lease or this Lease Purchase Agreement.

"Prime Rate" shall mean the rate published from time to time in The Wall Street Journal as the "U.S. Prime Rate" or, in the event The Wall Street Journal ceases to be published, goes on strike, is otherwise not published or ceases publication of "U.S. Prime Rate," the base, reference or other rate then designated by the Lessor, in its sole discretion, for general commercial loan reference. The U.S. Prime Rate is not necessarily the lowest or best rate of interest offered by the Lessor to any borrower or class of borrower.

"Project Site" means the real property described in *Exhibit A* hereto and any additions thereto, less any removals therefrom made in the manner and to the extent provided herein.

"Renewal Period" means, individually and not collectively, the Renewal Periods designated in Section 5(b) herein.

"State" means the State of Florida.

"Taxable Equivalent of the Tax-Exempt Rate" means the per annum rate obtained by dividing 2.43% by the difference of the number one minus the Corporate Tax Rate in effect at the time the Determination of Taxability occurred.

"Taxable Rate of Interest" means the Taxable Equivalent of the Tax-Exempt Rate in effect at the time the Determination of Taxability occurs, provided that in no event shall the Taxable Rate of Interest exceed the maximum interest rate permitted by law.

(b) References to sections or exhibits, unless otherwise indicated, are to sections of or exhibits to this Lease Purchase Agreement.

(c) Any reference to a section or provision of the United States Code, the Constitution of the State or to the Florida Annotated Statutes, or to a section, provision or chapter of the Florida Annotated Statutes, shall include such section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time. No amendment, modification or revision, or supplemental or superseding section, provision or chapter, shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Lessor or the Lessee under this Lease Purchase Agreement.

(d) Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto,"

"hereunder," "hereinafter" and similar terms refer to this Lease Purchase Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Lease Purchase Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 2. Conveyance and Assignment of the Leased Premises.

(a) The fee title to the Project Site is vested in the Lessee. A leasehold interest in the Leased Premises has been conveyed to the Lessor pursuant to the Ground Lease. Subject to Section 14(b) herein, any improvements now on the Leased Premises or made to the Leased Premises on or after the effective date of this Lease Purchase Agreement shall benefit the Lessor pursuant to its leasehold interest under the Ground Lease, all subject to future conveyance, transfer and assignment to the Lessee as provided in this Lease Purchase Agreement, including, without limitation, Sections 4(a) and 11 hereof.

(b) The Lessor hereby authorizes the Lessee during the Lease Term, and so long as no Event of Default has occurred and is continuing, to contract in the Lessee's name with regard to the Leased Premises in accordance with the terms hereof, and all such contracts shall be made or done by the Lessee on its own behalf and not as an agent or contractor for the Lessor; provided that the Lessee shall give the Lessor prompt written notice of each such contract. The Lessor shall to the extent appropriate, by one or more assignments or other evidence of conveyance of a leasehold interest, assign all of its rights, title and interest in and to the Leased Premises to the Lessee as provided for in Section 11.

SECTION 3. Disbursements to the Lessee.

On the date here, the Lessor shall transfer the proceeds of the Lease to the Lessee as reimbursement for funds spent on December 22, 2021 to purchase real property for the Fire Station Project, in accordance with Treas. Regs. § 1.150-2.

SECTION 4. Lease of the Leased Premises.

(a) The Lessee hereby leases from the Lessor, the Leased Premises in accordance with the provisions of this Lease Purchase Agreement, to have and to hold for each Lease Term. The Lessee has examined the Leased Premises and approves the same in its current condition. During the Lease Term, all leasehold interests and rights granted to the Lessee by the Lessor under this Lease Purchase Agreement shall vest in the Lessee without any further action on the part of the Lessor.

(b) The Lessor covenants with the Lessee that, upon the Lessee's payment of Base Rent and Additional Rent, and the performance and observance of the other covenants and agreements on its part to be performed and observed under this Lease Purchase Agreement, the Lessee shall and may peaceably and quietly have, hold, occupy and enjoy the Leased Premises without let or hindrance from the Lessor.

(c) It is intended by the parties hereto that no merger of the fee and leasehold estates of the Lessee shall occur by operation of law by reason of this Lease Purchase Agreement and the Ground Lease, and more particularly that (i) the leasehold interest granted by the Lessee to the Lessor under the Ground Lease is and shall be independent of the Lessee's leasehold interest under this Lease Purchase Agreement, (ii) this Lease Purchase Agreement shall not be an assignment or surrender of the leasehold interest granted to the Lessor under the Ground Lease and (iii) this Lease Purchase Agreement shall not operate as a merger or extinguishment of the leasehold interest granted to the Lessor under the Ground Lease.

SECTION 5. Terms; Renewal Periods.

(a) The term of this Lease Purchase Agreement will commence on the Effective Date and will terminate on September 30, 2021, subject to renewal as provided below.

(b) This Lease Purchase Agreement may be renewed by the Lessee upon the terms and conditions set forth in this Section 5 for the following Renewal Periods:

<u>Lease Term</u>	<u>Commencement Date</u>	<u>Termination Date</u>
Initial Term	Effective Date	September 30, 2021
Renewal Period I	October 1, 2021	September 30, 2022
Renewal Period II	October 1, 2022	September 30, 2023
Renewal Period III	October 1, 2023	September 30, 2024
Renewal Period IV	October 1, 2024	September 30, 2025
Renewal Period V	October 1, 2025	September 30, 2026
Renewal Period VI	October 1, 2026	September 30, 2027
Renewal Period VII	October 1, 2027	September 30, 2028
Renewal Period VIII	October 1, 2028	September 30, 2029
Renewal Period IX	October 1, 2029	September 30, 2030
Renewal Period X	October 1, 2030	September 30, 2031
Renewal Period XI	October 1, 2031	September 30, 2032
Renewal Period XII	October 1, 2032	September 30, 2033
Renewal Period XIII	October 1, 2033	September 30, 2034

(c) If the right to renew is exercised by the Lessee, this Lease Purchase Agreement shall be a new lease and each such new lease shall terminate on the termination date of the applicable Renewal Period unless it terminates at an earlier date as provided below in this Section 5 or Section 7 hereto.

(d) The Lessee shall be deemed to have exercised its right of renewal for each succeeding Renewal Period if, prior to or within thirty (30) calendar days following the expiration of the then current Lease Term, appropriations are made of sufficient funds enabling the payment of all Base Rent and Additional Rent due during the next Renewal Period.

(e) If a Lease Term terminates without a renewal of this Lease Purchase Agreement for a succeeding Lease Term and if within thirty (30) days after such date of termination appropriations are made which would have caused this Lease Purchase Agreement to be renewed if the appropriation had been made prior to the termination of the prior Lease Term, then this Lease Purchase Agreement shall be reinstated and deemed renewed as of the day following the date of termination of the preceding Lease Term.

SECTION 6. Rent and Annual Appropriation.

(a) The Lessee agrees to pay to the Lessor during each Lease Term, the Lease Payments, including the interest and principal components of the Base Rent, equal to the amounts provided below in this Section 6. Except as specifically provided in Section 7, the Lease Payments during each Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) The Lessee agrees to pay as Base Rent to the Lessor, on or prior to each Lease Payment Date, the Base Rent calculated in accordance with this Section and *Exhibit D* hereto. Payments of Base Rent shall consist of principal and interest payments as more fully detailed in *Exhibit D* hereto, the interest on which begins to accrue as of the date hereof. The interest portion of Base Rent shall be calculated based on a 360-day year of twelve 30-day months at the interest rate per annum equal to 2.43%.

The Lessee agrees to pay, as Base Rent, the amounts specified in *Exhibit D* on or prior to the Lease Payment Dates specified in *Exhibit D*; provided, that Exhibit D may be amended to reflect an adjustment in the Base Rent to be paid as a result of any prepayment of Base Rent with such prepayments of Base Rent to be applied first to the last maturities of principal specified on *Exhibit D*; and provided further that optional prepayments of Base Rent shall be permitted on any day upon 30 days prior written notice to the Lessor and shall not be made in an aggregate amount less than \$100,000; and provided further that such limitations shall not be deemed to restrict any prepayment permitted pursuant to Section 25 hereof. The Base Rent shall be payable in immediately available funds to the Lessor at the address provided in writing by the Lessor to the Lessee, on or before a Lease Payment Date.

(c) Reserved.

(d) The Lessee agrees to pay to the Lessor the following amounts, if and whenever applicable, as Additional Rent:

(i) Taxes and other governmental charges as provided in Section 23 hereof not received by the appropriate governmental authority;

(ii) If and to the extent that the provision of this Lease Purchase Agreement impose any obligations (in addition to payment of the foregoing fees) on the Board of Commissioners to pay money to any person (including any agent), such obligations shall be subject to appropriation of and certification of availability of funds by the Board of Commissioners.

(iii) Any premium due for insurance required in Section 12 hereof paid by the Lessor on the Lessee's behalf.

Subject to the appropriation of funds for such purpose by the Board of Commissioners, and to the extent permitted by law, from time to time and upon receipt of an invoice from the Lessor, seeking Further Payments, the Lessee will pay such Further Payments to such party.

Lease Payments shall be payable at the designated office of the Lessor (or its successor or assigns) or at such other place as the Lessor may from time to time designate in writing.

It is the Lessee's present intent to make the Lease Payments for all Lease Terms if funds are lawfully available therefor and funds are appropriated for that purpose.

(e) The obligations of the Lessee under this Lease Purchase Agreement are subject to annual appropriation. Subject to the Lessor's unrestricted rights of non-appropriation in Section 7 hereto, prior to or upon the commencement of each Lease Term in which a Lease Payment Date occurs, the Lessee shall deliver to the Lessor a Fiscal Certification in the form attached hereto as *Exhibit C* or such other equivalent certificate at that time as may be required by law. So long as it would be factually accurate, the fiscal officer or the Chairman shall give the Fiscal Certification relating to Lease Payments payable during each such Lease Term.

SECTION 7. Non-appropriation of Funds.

In the event no appropriations or insufficient appropriations are made for any Fiscal Year providing for the payment of Base Rent due during a Lease Term, then the Lessee will immediately notify the Lessor of the fact. On the last day of any Lease Term for which the last Base Rent payment is budgeted to be paid, this Lease Purchase Agreement shall terminate (subject to reinstatement as provided in Section 5(e)) without penalty or expense to the Lessee of any kind whatsoever, except as to the portions of Lease Payments provided for in this Lease Purchase Agreement for a Fiscal Year for which appropriations are made. In the event of such termination without reinstatement, the Lessor will have all legal and equitable rights and remedies to take possession of the Leased Premises and relet the Leased Premises, and the Lessee agrees to peaceably surrender possession of the Leased Premises to the Lessor on the day following such termination, all subject to the Lessor's leasehold interest pursuant to the Ground Lease; provided, however, that the Lessee may not be forcibly evicted from the Leased Premises except by court order after due legal process and there is no right of foreclosure of the leasehold interest of the Lessee except by court order after due legal process. Should the Lessee non-appropriate pursuant to this Section 7 and not deliver possession of the Leased Premises to the Lessor, the Lessee shall nonetheless be liable for all payments of Base Rent during the time periods that it retains possession of the Leased Premises.

Any lease proceeds resulting from Lessor's exercise of its rights in the event of non-appropriation shall be used for the following purposes in the following order: (a) payment of Further Payments due and payable in the applicable Renewal Period for which there has been an appropriate fiscal appropriation, (b) Lease Payments due and payable in the applicable Renewal Period for which there has been an appropriate fiscal appropriation, (c) all of the purchase option amount set forth in Section 25 hereto, and (d) any balance to the Lessee.

SECTION 8. Authority and Authorization.

(a) The Lessee represents, covenants and warrants that: (i) the Lessee is a legislatively created Independent Special Fire Control District duly organized and validly existing under and by virtue of the laws of the State; (ii) the execution, delivery and performance by the Lessee of this Lease Purchase Agreement has been duly authorized by all necessary action on the part of the Lessee, including action by the Board of Commissioners; (iii) all necessary approvals for the Lessee's acquisition, ownership, leasing and operation of the Leased Premises have been obtained; (iv) this Lease Purchase Agreement constitutes a legal,

valid and binding obligation of the Lessee enforceable in accordance with its terms, (v) there has been no material change in the financial condition of the Lessee since September 30, 2019, (vi) to the best of Lessor's knowledge, the Leased Premises are not located in a flood plain or flood hazard area and has never been subject to damage from flooding, (vii) Lessee, on the Effective Date, is the owner in fee simple title to the Project Site and no lien or encumbrance on the Project Site shall materially impair Lessee's use of the Leased Premises for the purposes for which the Leased Premises are (or reasonably expected to be) held and (viii) the Leased Premises shall not be used in a trade or business of any other person or entity.

(b) The Lessee agrees and warrants that: (i) subject to Section 7 hereof, it will do or cause to be done all things on the part of the Lessee necessary to preserve and keep this Lease Purchase Agreement in full force and effect; (ii) it has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Lease Purchase Agreement as a valid obligation on its part; and (iii) it has obtained or will obtain all easements, rights-of-way and use agreements necessary for the construction, use and operation of, and access to, the Leased Premises.

(c) The Lessee represents, covenants and warrants that no litigation or administrative action or proceeding is pending or, to its knowledge, threatened, restraining or enjoining, or seeking to restrain or enjoin, the signing and delivery of this Lease Purchase Agreement, the Ground Lease or the validity or enforceability of this Lease Purchase Agreement, the Ground Lease or the resolutions authorizing this Lease Purchase Agreement and the Ground Lease, or the existence or the boundaries of the Lessee or the title to the respective offices of the Commissioners or fiscal officer, or the title to and/or the right of the Lessee to full enjoyment of the Leased Premises, and, specifically, no such judicial action or proceedings have been commenced by personal service on the Commissioners or fiscal officer of the Lessee.

(d) The lease obligations issued pursuant to this Lease Purchase Agreement are hereby designated as a "qualified tax-exempt obligation" to the extent permitted by Section 265(b) of the Code. The Lessee finds and determines that the reasonably anticipated amount of tax-exempt obligations (whether or not designated as qualified) issued and to be issued by the Lessee during this calendar year, including the lease purchase obligation issued pursuant to this Lease Purchase Agreement, do not, and the Lessee hereby covenants that, during such year, the amount of tax exempt obligations issued by the Lessee and designated as "qualified tax-exempt obligations" for such purpose will not, exceed \$10,000,000.

SECTION 9. Acquisition, Construction and Equipping of the Fire Station Project.

(a) The Lessee represents that the proceeds of the lease obligations issued under this Lease Purchase Agreement shall be used to acquire, construct and equip the Fire Station Project and Costs in excess of such proceeds (the "Unfinanced Costs") shall be paid by the Lessee directly from the Lessee's funds. The Lessee further represents that it has set aside funds sufficient for the Unfinanced Costs and further covenants that such set aside funds will be used for no other purpose. The Lessee shall comply with all applicable laws in maintaining the Leased Premises. The Lessee is obligated, subject to appropriation by the Board of Commissioners of sufficient funds, to cause the maintenance of the Leased Premises to be in accordance with the terms of this Lease Purchase Agreement.

(b) The Lessee will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the Lessee or the Fire Station Project that are necessary for the Fire Station Project.

(c) The Lessee has complied or will comply with any public bidding requirements that may be applicable to this Lease Purchase Agreement and the construction of the Fire Station Project.

(d) The Lessee represents and covenants that the completed Fire Station Project will result in a structurally sound building which will be in compliance with all applicable building and design codes and the Lessee's requirements.

(e) The Lessee represents and covenants that the Project Site is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Fire Station Project on the Project Site and the use thereof upon completion, as contemplated by this Lease.

(f) The Lessee represents and covenants that all taxes, assessments or impositions of any kind with respect to the Project Site, except current taxes, have been paid in full.

(g) The Lessee represents and covenants that the Project Site is properly zoned for the purpose of the Fire Station Project.

(h) The Lessee shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the acquisition and maintenance of the Leased Premises, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto.

(i) The Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the Lessee of, or any other representation or warranty with respect to, the Leased Premises. In no event shall the Lessor be liable for incidental, indirect, special or consequential damages, in connection with this Lease Purchase Agreement or the existence, or functioning of the Leased Premises or the Lessee's use of the Leased Premises, except such damages as may arise by reason of the Lessor's breach of this Lease Purchase Agreement. The Lessee acknowledges that it selected the Leased Premises without assistance of the Lessor and that the Lessor has acquired the Leased Premises at the Lessee's request specifically for the purpose of leasing the Leased Premises to the Lessee. The Lessor has not held itself out as having knowledge or skill particular to the Leased Premises or made any affirmations of fact regarding the Leased Premises. The Lessor shall have no responsibility in connection with the selection of the Fire Station Project, any contractor, subcontractor or supplier, the design of the Fire Station Project, its suitability for the use intended by the Lessee, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Fire Station Project. The Lessor shall have no obligation to construct, furnish, equip, install, erect, test, inspect, service or maintain the Fire Station Project or any portion thereof under any circumstances, rather such actions shall be the sole obligation of the Lessee. The Lessor's sole responsibility in connection with the Fire Station Project is to deposit the proceeds of this Lease Purchase Agreement with the Lessee for the Lessee's reimbursement of the Costs of the Fire Station Project in accordance with the terms and conditions specified in this Lease Purchase Agreement.

SECTION 10. Use of the Leased Premises.

The Lessee shall not during the Lease Term, use or occupy the Leased Premises, or permit the same to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause the value or the usefulness of the Leased Premises to be substantially diminished or would cause a public nuisance or waste or which would adversely affect the excludability of interest of the lease obligations represented by this Lease Purchase Agreement for federal income tax purposes.

SECTION 11. Title/Interests in the Leased Premises.

(a) To the extent that the Leased Premises constitute personal property, the Lessor shall have a leasehold interest in the Leased Premises; provided that for federal income tax purposes, this Lease Purchase Agreement shall be treated by the Lessor and the Lessee as a conditional sales agreement, meaning that during each Lease Term, Lessee shall have title to the portion of the Leased Premises that constitutes personal property, subject to Lessee relinquishing such title to Lessor upon an Event of Default or an event of non-Appropriation, subject to Lessor's leasehold interest pursuant to the Ground Lease.

To the extent that the Leased Premises constitute real property, during the Lease Term, the Lessee shall have a leasehold interest in the Leased Premises, subject to Lessee relinquishing

such leasehold interest upon an Event of Default or an event of non-Appropriation, all subject to Lessor's leasehold interest pursuant to the Ground Lease.

The Lessor and the Lessee agree that the Ground Lease, this Lease Purchase Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Leased Premises and this Lease Purchase Agreement.

(b) The Leased Premises shall become the property of the Lessee, free and clear of the Lessor's right and interest in the Leased Premises, and the Ground Lease shall terminate in accordance with its terms without further cost, upon the Lessee's exercise of the applicable purchase option granted in Section 25 hereof or other payment in full of all amounts due hereunder, provided that the Lessee shall be deemed to have exercised such option, and the Leased Premises shall pass to the Lessee without any further act or notice on its part upon the payment in full of all Lease Payments for the initial Lease Term and all Renewal Periods contemplated under this Lease Purchase Agreement, by the Lessee, as they shall have come due in accordance with *Exhibit D*, so long as there shall be no Event of Default in existence at such time. In such case, the Lessor agrees to sign such instruments and do such things as the Lessee reasonably requests in order to effectuate transfer of any and all of the Lessor's right, title and interest in the Leased Premises, as is, to the Lessee, without warranty, express or implied, by the Lessor except that the Lessor will warrant to the Lessee that the Leased Premises are free and clear of any liens created by or for the benefit of the Lessor.

SECTION 12. Insurance.

Lessee, during each Lease Term, shall maintain:

(a) Public Liability Insurance. Throughout each Lease Term, the Lessee shall maintain a standard comprehensive general insurance policy or policies in protection of the Lessor, its successors and assigns, and the Lessee, and their members, directors, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the acquisition, construction, installation, maintenance or operation of the Leased Premises. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person or deaths of two or more persons in each accident or event, and in a minimum amount of \$1,000,000 (subject to a deductible clause of not-to-exceed five percent (5%)) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$1,000,000 covering all such risks. The aforesaid minimum liability limits may be adjusted with the written consent of the Lessor (or its successor or assigns). Insurance may be under a blanket form of insurance policy insuring other Lessee buildings and with any loss deductible used by the Lessee in connection with such blanket policy of insurance. The insurance provider shall be a provider that is acceptable to the Lessor.

(b) Casualty Insurance. The Lessee shall procure and maintain, or cause to be procured and maintained, throughout each Lease Term, casualty insurance against loss or damage to any part of the Leased Premises or improvements thereto, in an amount at least equal to the greater of (i) 100% of the replacement value of the Leased Premises (without deduction for depreciation, yet such insurance may be subject to a deductible not to exceed \$100,000), or (ii) 100% of the aggregate principal amount of the Lease Payments outstanding at any given time. Said insurance must, as nearly as practicable, cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and must include earthquake coverage if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the Lessee, whose determination is final and conclusive. Said insurance must be subject to such deductibles as are customarily maintained by Independent Special Fire Control Districts with respect to properties of a like character, but in any case may not exceed 5% of the coverage amount. Said insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Lessee, and may be maintained in whole or in part in the form of the participation by the Lessee in a program maintained through a joint powers authority or other program of pooled insurance. Said insurance may not be maintained by the Lessee in the form of self-insurance (unless such restriction is explicitly waived by the Lessor or its successors or assigns). The Lessee shall apply the Net Proceeds of said insurance as provided in sub-section (f) of this Section. Insurance may be under a blanket form of insurance policy insuring other buildings of the Lessee and with any loss deductible used by the Lessee in connection with such blanket policy of insurance. The insurance provider shall be a provider that is acceptable to the Lessor.

(c) Flood Insurance. The Lessee shall procure and maintain, or cause to be procured and maintained, throughout each Lease Term, flood insurance of the type shown on the Evidence of Flood Insurance attached hereto as Exhibit E, in amounts at least equal to the amounts shown on Evidence of Flood Insurance attached hereto as Exhibit E. Said insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Lessee, and may be maintained in whole or in part in the form of the participation by the Lessee in a program maintained through a joint powers authority or other program of pooled insurance. Said insurance may not be maintained by the Lessee in the form of self-insurance (unless such restriction is explicitly waived by the Lessor or its successors or assigns). The Lessee shall apply the Net Proceeds of said insurance as provided in sub-section (f) of this Section. Insurance may be under a blanket form of insurance policy insuring other buildings of the Lessee and with any loss deductible used by the Lessee in connection with such blanket policy of insurance. The insurance provider shall be a provider that is acceptable to the Lessor.

(d) Insurance Net Proceeds; Form of Policies. Each policy of insurance maintained under this Section 12 shall name the Lessor (and its parents, subsidiaries, affiliates, successors and assigns) as loss payee so as to provide that all proceeds thereunder shall be payable to the Lessor (and its parents, subsidiaries, affiliates,

successors and assigns). In addition, to the extent appropriate, with respect to public liability insurance, the Lessor (and its parents, subsidiaries, affiliates, successor and assigns) shall be listed as an additional insured. The form of the endorsement with respect to the Lessor (and its parents, subsidiaries, affiliates, successor and assigns) as loss payee and as additional insured shall include a statement to the effect that the Lessor's interest as loss payee and additional insured shall not be invalidated or impaired by actions, inactions, breach of warranty/conditions or negligence of the Lessee or any other party. The Lessee shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Purchase Agreement. All such policies shall provide that the Lessor shall be given thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Lessor shall not be responsible for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

(e) Replacement of the Leased Premises. In accordance with Section 20 hereto and Lessor's security interest in any Net Proceeds, in the event of total destruction of any portion of the Leased Premises, any insurance proceeds, self-insurance and any other moneys available and appropriated for such purpose, shall be applied by the Lessor and the Lessee to the acquisition or construction and/or replacement of the Leased Premises or to the Lessee's purchase of the Leased Premised in accordance with Section 20(d) hereof.

(f) Lease Payment Account. The proceeds of any public liability insurance or casualty insurance, to the extent they are not promptly used or encumbered for the purposes stated in Section 20 hereof, shall be paid to the Lessor for deposit in a separate payment fund titled the "Lease Payment Account" that is hereby established. Moneys in the Lease Payment Account shall be used to make Lease Payments immediately, or as soon thereafter as practical.

(g) Insurance During Construction. During the period of the construction, installation and improvement of the Leased Premises, the Lessee shall acquire and maintain in full force and effect:

(i) Builder's risk-completed value insurance insuring the Leased Premises against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Leased Premises (subject to reasonable loss deductible clauses), but in no event shall such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the state as may be selected by Lessee. All such insurance policies shall meet the requirements of Section 22 hereof. All policies of liability insurance and certificates of workers' compensation insurance therefor issued by the respective insurers, bearing notations evidencing the payment of

premiums or accompanied by other evidence reasonably satisfactory to the Lessee of such payment, shall be obtained by the Lessee prior to the commencement of construction of the Leased Premises and maintained in the custody of or subject to the control of the fiscal officer and available for public inspection during the term of this Lease Purchase Agreement and all Renewal Terms. The required insurance coverage is as follows:

(ii) Workers' compensation insurance covering all persons employed in connection with that work and with respect to whom death or bodily injury claims could be asserted against the Lessor, the Lessee or the Leased Premises.

(iii) General liability insurance for the mutual benefit of the Lessor and the Lessee with limits of not less than \$1,000,000 for all personal injury or death claims, and property claims arising out of any one occurrence (the aforesaid minimum liability limits may be adjusted with the written consent of the Lessor or its successor or assigns). Such insurance shall include coverage against the claims set forth below which may arise out of or result from construction of the Leased Premises, whether such construction is by the Lessee or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(A) claims under workers' compensation, disability benefit and other similar employee benefit acts;

(B) claims for damages because of occupational sickness or disease or death of Lessee employees involved in the construction;

(C) claims for damages because of bodily injury, sickness or disease, or death of any person other than direct Lessee employees;

(D) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Lessee or (2) by any other person involved in the construction;

(E) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(F) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(iv) Property and casualty insurance, including fire and extended coverage insurance, insuring the Leased Premises and all additions, alterations

and improvements to the same, against damage and destruction by all causes generally insured against in policies of fire and extended coverage insurance written on properties in Okaloosa County, Florida, in the amount of at least the replacement value thereof, as determined by the insurance company issuing such policy of insurance, (which company shall have at least an "A" rating from Standard and Poor's or an equivalent rating by Moody's Investors Service). This insurance shall include the interests of the Lessor, the Lessee, subcontractors and sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

The Lessee shall provide to the Lessor evidence of such insurance coverage within 30 days of the execution of this Lease Purchase Agreement and within 30 days of the expiration of any coverage term.

SECTION 13. Payment and Performance Bonds; Mechanic's Liens.

During any construction period, the Lessee shall require any and all vendors, contractors and subcontractors, as applicable, to obtain performance and payment bonds rated "A" or better by A.M. Best as required by applicable law in connection with any additions, alterations, improvements, repairs or replacements to the Leased Premises, or in connection with furnishing labor or materials to the Leased Premises. Such bonds shall be in such form as is acceptable to the Lessor and shall name the Lessee and the Lessor as dual obligees. The Lessee shall promptly discharge any unpermitted liens, including, but not limited to vendor's, mechanic's, laborer's, materialman's or other similar liens based upon furnishing materials or labor to the Leased Premises, within sixty (60) days of notice of its filing, subject to Lessee's rights and obligations under Section 19 hereof. Notwithstanding the foregoing, the Lessee shall have the right, at its own expense, and after prior notice to the Lessor, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien.

SECTION 14. Personal Property.

(a) Any equipment and furnishings constituting a part of the Leased Premises are and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which they may be situated, notwithstanding that such equipment and furnishings and/or any part thereof may be or hereafter may become in any manner physically affixed or attached to real estate or any building.

(b) The Lessee may from time to time, in its discretion and at its expense, install personal property and fixtures in or upon the Leased Premises. All such items so installed (exclusive of fixtures) shall be and remain the sole property of the Lessee and shall not be deemed part of the Leased Premises for purposes of this Lease Purchase Agreement, unless

otherwise agreed to by the parties hereto, or unless such personal property shall be treated as replacement property. The Lessee may, at any time while it is not in default under this Lease Purchase Agreement, remove from the Leased Premises any property installed pursuant to this subsection (b) after first delivering to the Lessor a certificate stating that such property does not and did not constitute a part of the Leased Premises. If any such removal causes damage to any portion of the Leased Premises, the Lessee shall restore the same or repair such damage at its expense. The Lessor shall execute and deliver such documents as the Lessee may properly request to evidence that particular item of personal property installed on or removed from the Leased Premises pursuant to this subsection (b) are not (or are no longer) part of the Leased Premises for purposes of this Lease Purchase Agreement.

SECTION 15. Maintenance, Operation and Use of the Leased Premises.

(a) The Lessee, at its expense and during each Lease Term, will:

(i) Keep or cause to be kept the Leased Premises in good order and condition (ordinary wear and tear excepted), and make all necessary or appropriate repairs, replacements and renewals thereof, interior, exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen.

(ii) Comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the Leased Premises.

(iii) Pay all costs, claims, damages, fees and charges arising out of its possession, use, operation or maintenance of the Leased Premises.

(iv) Promptly comply with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Leased Premises and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of Lessee under the terms of this Lease Purchase Agreement.

(b) The Lessee will not do, or permit to be done, any act or thing which might materially impair the value of the Leased Premises, will not commit or permit any material waste of the Leased Premises, and will not permit any unlawful or unauthorized occupation, business or trade to be conducted on the Leased Premises.

(c) The Lessor agrees that during each Lease Term and for a period of 30 days after any termination of this Lease Purchase Agreement resulting from an election by the Lessee to not appropriate funds sufficient to renew this Lease Purchase Agreement for the next succeeding Renewal Period, it will not impair the Lessee's abilities to operate the Leased Premises so that the Leased Premises can be used to carry out its intended functions.

SECTION 16. Additions, Modifications and Improvements.

Following the Lessee's acceptance of the Leased Premises, the Lessee, in its discretion and at its expense, may make from time to time any additions, modification or improvements to the Leased Premises which it may deem desirable, provided that no such additions, modification or improvements shall adversely affect the structural integrity or strength of any improvements constituting a part of the Leased Premises or materially interfere with the use and operation of the Leased Premises. All additions, modifications and improvements so made to the Leased Premises by the Lessee shall become and be deemed to constitute a part of the Leased Premises, unless otherwise agreed to by the parties hereto.

SECTION 17. Substitutions and Removals.

If Lessee, in its reasonable discretion, determines that any item of personal property constituting a part of the Leased Premises has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary or should be replaced, the Lessee, as agent of the Lessor, may remove such item provided that such removal (taking into account any substitutions) shall not materially impair the leasehold value of the Leased Premises.

SECTION 18. Location: Inspection.

Except for removal for repair or replacement, or other temporary removal, and except as otherwise provided in this Lease Purchase Agreement, any personal property comprising the Leased Premises will not be removed from the Leased Premises without the Lessor's prior written consent, which consent will not be unreasonably withheld. Subject to reasonable security and safety regulations and upon reasonable notice, the Lessor and its agents will be entitled to enter upon the Leased Premises during regular business hours to inspect, or observe the use and operation of, the Leased Premises.

SECTION 19. Liens and Encumbrances.

The Lessee and the Lessor shall keep the Leased Premises free and clear of all liens and encumbrances except those created or permitted under this Lease Purchase Agreement, including any Permitted Liens, which permitted liens and encumbrances shall include, without limitation, the Ground Lease and this Lease Purchase Agreement relating to the financing of the Leased Premises. If any unpermitted lien shall at any time be filed, the Lessee shall, within sixty (60) days after notice of its filing but subject to the right to contest set forth below, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Notwithstanding the foregoing, the Lessee shall have the right, at its own expense, and after prior written notice to the Lessor, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if the Lessor shall deliver to the Lessee an opinion of Bond Counsel to the effect that, by nonpayment of any such items, the interest created by this Lease Purchase Agreement will be materially affected or the Leased Premises or any part thereof will be subject to imminent loss or forfeiture, the Lessee shall promptly cause such lien to be discharged of record.

SECTION 20. Risk of Loss; Damage; Destruction.

(a) The Lessee assumes all risk of loss of or damage to the Leased Premises from any cause whatsoever. No loss of or damage to or defect in or unfitness or obsolescence of, the Leased Premises will relieve the Lessee of the obligation to make Lease Payments during any Lease Term or to perform any other obligation under this Lease Purchase Agreement.

(b) In case of any damage to or destruction of the Leased Premises or any part thereof, the Lessee will promptly give or cause to be given written notice thereof to the Lessor generally describing the nature and extent of such damage or destruction. Unless the Lessee exercises its option to purchase the Leased Premises pursuant to this Lease Purchase Agreement, there shall be no abatement or diminution of Lease Payments and the Lessee shall, whether or not the Net Proceeds of insurance, if any, received on account of such damage or destruction shall be sufficient for such purpose but subject to the lawful availability of funds, promptly commence and complete, or cause to be commenced and completed, the repair or restoration or replacement of the Leased Premises as nearly as practicable to the value and condition thereof existing immediately prior to such damage or destruction, with such changes or alterations, however, as the Lessee may deem necessary for proper operation of the Leased Premises.

(c) In the event of total destruction of the Leased Premises, the Lessee shall apply insurance proceeds, self-insurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement facilities to constitute the Leased Premises, unless the Lessee exercises its option to purchase the Leased Premises from lawfully available and appropriated funds pursuant to Section 25; provided however, that the Lessee may act under this section on any Lease Payment Date notwithstanding the dates required in Section 25 hereof.

(d) Notwithstanding subsections (b) and (c) of this Section, the Net Proceeds of any insurance: (i) to the extent they are not promptly used or encumbered for the purposes stated in this Section 20, or (ii) in the event the Lessee is in default in making any Lease Payments, in an amount sufficient to cure any such default, shall be paid to the Lessee for deposit in the appropriate bond fund subaccount or the Lease Payment Account, established under Section 12(f).

(e) To the extent permitted by law, the Lessee will indemnify, protect, hold harmless, save and keep the Lessor harmless from and against all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Ground Lease and this Lease Purchase Agreement, (b) the acquisition, construction, equipping and installation of the Leased Premises, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leased Premises, and/or (d) the breach of any covenant by the Lessee herein or any material misrepresentation by the Lessee contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations

under this Lease Purchase Agreement or the termination of this Lease Purchase Agreement for any reason. Nothing in this Section shall be deemed to change the limited waiver of sovereign immunity under Florida law for tort found in Section 768.28(5), Florida Statutes.

SECTION 21. Eminent Domain.

If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under any governmental authority, the Lessee will promptly give written notice thereof to the Lessor describing the nature and extent of such taking. Any Net Proceeds received from any eminent domain award and not used to acquire replacement property constituting part of the Leased Premises shall, if received prior to the end of the last Lease Term, be paid to the Lessor in an amount not exceeding the then due and unpaid Base Rent hereunder plus the aggregate unpaid principal component of Base Rent to become due during each subsequent Renewal Period.

SECTION 22. Compliance with Legal and Insurance Requirements.

(a) The Lessee, at its expense, shall promptly comply or cause compliance with all Legal Requirements and Insurance Requirements, and shall procure, maintain and comply with all permits, licenses and other authorizations required for any use being made of the Leased Premises or any part thereof then being made or anticipated to be made, and for the proper construction, installation, operation and maintenance of the Leased Premises (if applicable) or any part thereof, and will comply with any instruments of record at the time in force burdening the Leased Premises or any part of the Leased Premises.

(b) As used in this Section:

(i) "Legal Requirements" means all laws, codes, acts, ordinances, resolutions, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental entities, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Leased Premises or any part of the Leased Premises, or to any use, anticipated use or condition of the Leased premises or any part of the Leased Premises.

(ii) "Insurance Requirements" means all provisions of any insurance policy covering or applicable to the Leased Premises or any part of the Leased Premises, all requirements of the issuer of any such policy, and all orders, rules, regulations or other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Leased Premises or any part of the Leased Premises.

(c) The Lessee may, at its expense and after prior notice to the Lessor, by any appropriate proceedings diligently prosecuted, contest in good faith any Legal Requirement and postpone compliance therewith pending the resolution or settlement of such contest, provided that such postponement does not, in the opinion of Bond Counsel, materially affect

the interest created by this Lease Purchase Agreement as to any part of the Leased Premises or subject the Leased Premises or any part of the Leased Premises to imminent loss or forfeiture.

SECTION 23. Payment of Taxes, Utilities and Other Governmental Charges.

(a) The Lessee shall pay, promptly when due and before penalty or interest accrues thereon, all taxes, assessments, whether general or special, and other governmental charges of any kind whatsoever, foreseen or unforeseen, ordinary or extraordinary, that now or may hereafter at any time during each Lease Term be assessed or levied against or with respect to the Leased Premises which, if not paid, may become or be made a lien on the Leased Premises and all charges for utilities (including gas, electric, water and telephone) furnished to the Leased Premises. The Lessor shall not have any responsibility for such taxes, assessments and other governmental and utility charges. The Lessor shall not be responsible for the quality, quantity, interruption or failure in the supply of any utility to the Leased Premises.

(b) Notwithstanding subsection (a) above, the Lessee may, at its expense and after prior written notice to the Lessor, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments and other governmental and utility charges, and during the period of contest need not pay the items so contested. However, if at any time the Lessor shall deliver to the Lessee an opinion of Bond Counsel to the effect that by nonpayment of any such items, the interest of the Lessor created by this Lease Purchase Agreement as to any part of the Leased Premises will be materially affected or the Leased Premises or any part of the Leased Premises will be subject to imminent loss or forfeiture, the Lessee shall promptly pay such taxes, assessments or charges. During the period when any taxes, assessments or other charges so contested remain unpaid, the Lessee shall set aside on its books adequate reserves with respect to the unpaid amounts. The Lessor agrees to fully cooperate with the Lessee in any such contest, at no cost to the Lessor, including, but not limited to, execution of any documents necessary or beneficial to the Lessee's case.

(c) Nothing contained herein shall be construed to require the Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Lessor, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by the Lessee under this Lease Purchase Agreement.

SECTION 24. Payments by Lessor.

If the Lessee fails to pay taxes, assessments and other charges as required by Section 23 or to pay or discharge mechanic's or other liens as required by Section 19, the Lessor may (but shall not be obligated to), upon ten days advance written notice to the Lessee, advance and apply moneys to pay any such required charges or items. Any moneys advanced shall be payable by the Lessee on written demand therefor and shall bear interest from the date of advancement at the Interest Rate for Advances.

SECTION 25. Purchase Option.

In addition to the prepayment options provided for under Section 6(b), 6(c), and 20(c) hereof, if there is not then existing an Event of Default, or an event which with notice or lapse of time or both could become an Event of Default, which would not be cured or remedied by the payments provided for in this Lease Purchase Agreement, the Lessee, upon ninety (90) days prior written notice to the Lessor (or such lesser amount of time consented to by Lessor in writing), will have the right to purchase the Lessor's interest in the Leased Premises on any Lease Payment Date and terminate this Lease Purchase Agreement by paying to the Lessor an amount necessary to prepay the principal component of Base Rent, plus accrued interest without prepayment penalty or premium to the redemption date (plus Additional Rent plus Further Payments). Thereafter, upon payment of that purchase price, the Lessor shall convey all of its right, title and interest in the Leased Premises to the Lessee, and this Lease Purchase Agreement shall terminate in accordance with Section 11(b).

Notwithstanding the foregoing, if Lessee wishes to exercise this purchase option at a time when there exists an Event of Default or an event which with notice or lapse of time or both could become an Event of Default, Lessee shall have the right to cure any such Event of Default or such other event in order to exercise, and as a condition of exercising, this purchase option and to then exercise this purchase option upon the terms stated above.

SECTION 26. Assignments.

(a) The Lessee may not, without the prior written consent of the Lessor and an opinion of nationally recognized Bond Counsel that such assignment, transfer or other disposition will not adversely affect the excludibility from gross income for purposes of federal income taxation of the interest on the lease obligations issued pursuant to this Lease Purchase Agreement, paid from the Interest Component of the Base Rent payments set forth in *Exhibit D*, (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease Purchase Agreement, or the Leased Premises (without replacement or substitution), or any interest in this Lease Purchase Agreement or the Leased Premises. Subject to obtaining the Lessor's express written consent and such opinion, the Lessee may sublease the Leased Premises subject to the rights of Lessor under this Lease Purchase Agreement and the Ground Lease, and permit it to be operated by someone other than the Lessee, the Lessee's employees or persons authorized by the Lessee in connection with the Lessee's operation and maintenance of the Leased Premises, in which case, the Lessee shall remain primarily responsible for all Lease Payments and Additional Payments.

(b) The Lessor may assign to any accredited investor (as defined herein) without recourse its rights, title and interests, in and to the Ground Lease, this Lease Purchase Agreement, the Leased Premises and any documents executed with respect to this Lease Purchase Agreement, and/or grant or assign a security interest (if any) in this Lease Purchase Agreement and its rights to the Leased Premises, in whole. For purposes of this section, an "accredited investor" shall have the meaning given it within the meaning of the Securities Act

of 1933, as amended, and Regulation D thereunder. Those assigned rights, title and interest of the Lessor may be further assigned and the assignees may grant or assign a security interest in this Lease Purchase Agreement and the Leased Premises, in whole to any other accredited investor. Any such assignee shall have all of the rights and obligations of the Lessor under this Lease Purchase Agreement. Upon such assignment by the Lessor, the Lessor or its assignee will cause written notice of the assignment to be sent to the Lessee; no further action will be required by the Lessor or its assignee or by the Lessee to evidence the assignment, but the Lessee shall acknowledge such assignment in writing if so requested. During the Lease Term, the Lessee shall keep a complete and accurate record of all such assignments.

(c) Subject to the preceding subsections, this Lease Purchase Agreement inures to the benefit of and is binding upon the successors or assigns of the parties to this Lease Purchase Agreement.

SECTION 27. Events of Default; Force Majeure.

(a) The occurrence of any one or more of the following events constitutes an "Event of Default" under this Lease Purchase Agreement:

(i) The Lessee's failure to make, during any Lease Term, any Lease Payment (or any other payment, including, without limitation, Additional Rent and Further Payments) when due in accordance with the terms of this Lease Purchase Agreement and the failure is not cured within ten (10) days of when due;

(ii) The Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease Purchase Agreement, and the failure is not cured within thirty (30) days after written notice of the failure to the Lessee by the Lessor or its assignee or, if the failure is of such a nature that it cannot practicably be cured within such thirty (30) days, steps satisfactory to the Lessor are not taken to cure the failure within such thirty (30) days and the failure is not cured within thirty (30) days after such written notice of the failure to the Lessee by the Lessor or its assignee; or

(iii) Lessee shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (B) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) have an order for relief entered against it under applicable federal bankruptcy law, or (E) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(iv) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

(v) Any representation or warranty made in writing by or on behalf of the Lessee in this Lease Purchase Agreement, the Ground Lease or any document executed by the Lessee in connection therewith shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(vi) The Lessee shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Lessee or any subsidiary or affiliate of the Lessee; or

(vii) Failure of the Lessee to promptly remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under this Lease Purchase Agreement; or

(viii) A judgment or order shall be rendered against the Lessee for the payment of money in excess of \$500,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Lessee's exercise of its non-appropriation rights under Section 7 hereto shall not constitute an Event of Default.

(b) Notwithstanding the foregoing, if, by reason of Force Majeure, the Lessee is unable to perform or observe any agreement, term or condition of this Lease Purchase Agreement, other than any obligation to make payments required under this Lease Purchase Agreement, the Lessee shall not be deemed in default during the continuance of such inability. However, the Lessee shall promptly give notice to the Lessor of the existence of any event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other labor disturbances shall be entirely within the Lessee's discretion.

For the purpose of this subsection (b), the term "Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; order or restraints of any kind of the government of the United States of America or of any departments, agencies, political subdivisions or officials of the State, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation.

SECTION 28. Remedies.

(a) Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the Lessor may, at its option, exercise any one or more of the following remedies:

(i) By written notice to Lessee, Lessor may declare all Lease Payments payable by Lessee pursuant to this Lease Purchase Agreement and other amounts payable by Lessee under this Lease Purchase Agreement to the end of the then current Lease Term to be due; provided, however, that there shall be no right under any circumstances to accelerate the maturities of the Base Rent payments due that have not yet been lawfully budgeted and appropriate by the Lessee or to otherwise declare any Base Rent due after the end of the then current Lease Term to be immediately due and payable;

(ii) By written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), promptly return possession of the Leased Premises to the Lessor;

(iii) Upon return of possession of the Leased Premises to the Lessor pursuant to Section 28(a)(ii) or Section 7 hereof, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for all applicable Lease Payments and other payments due during the then current Lease Term to the effective date of such subleasing and for the difference between the rental and other amounts paid by the sublessee pursuant to such sublease and the amounts payable during the then current Lease Term by the Lessee under this Lease Purchase Agreement;

(iv) During an Event of Default and commencing on the first day after all applicable grace periods have ended, Lessor may assess the Default Rate in lieu of the then existing interest rate against Lessee as the means for calculating the Interest Component of Base Rent to the end of the then current Lease Term to be due;

(v) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease Purchase Agreement or to recover damages for the breach of this Lease Purchase Agreement or to rescind this Lease Purchase Agreement as to the Leased Premises.

(b) The Lessee will remain liable for all covenants and obligations under this Lease Purchase Agreement, and for all legal fees and other costs and expenses to the extent permitted by law, including court costs awarded by a court of competent jurisdiction, incurred by the Lessor with respect to the enforcement of any of the remedies under this Lease Purchase Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

(c) No remedy conferred or reserved to the Lessor by this Lease Purchase Agreement is intended to be exclusive of any other available remedy or remedies, but each and

every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Purchase Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Lease Purchase Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Lease Purchase Agreement.

(d) If an Event of Default occurs and the Lessor incurs expenses, including attorneys' fees, in connection with the enforcement of or the collection of amounts due under this Lease Purchase Agreement, the Lessee shall reimburse the Lessor to the extent permitted by law of the expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the Interest Rate for Advances, shall be reimbursed to the extent permitted by law. The Lessor shall be entitled to seek recovery of such expenses in an action, suit or proceeding to the extent permitted by Florida law.

(e) No failure by the Lessor to insist upon strict performance by the Lessee of any provision of this Lease Purchase Agreement shall constitute a waiver of the Lessor's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Lessee to observe or comply with any provision of this Lease Purchase Agreement.

(f) The Lessee shall notify the Lessor immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(g) Notwithstanding anything to the contrary contained herein, the Lessee's financial obligations under this Section 28 are subject to annual appropriation of funds.

SECTION 29. Determination of Taxability.

Notwithstanding anything herein to the contrary, if a Determination of Taxability shall occur and such Determination of Taxability causes any portion of the Interest Component of Base Rent to be includable in the gross income of the Lessor under the Code, the Lessee shall, within 10 days after demand by the Lessor, pay to the Lessor an amount equal to the sum of (a) the difference between (i) the aggregate amount of the Interest Component of Base Rent which would have been payable to the Lessor if the Interest Component of Base Rent (or a portion thereof), commencing on the date of the Event of Taxability, had been the Taxable Rate of Interest, and (ii) the aggregate amount of the Interest Component of Base Rent actually paid to the Lessor prior to the Determination of Taxability; and (b) any amount which the Lessor is actually obligated to pay as interest on unpaid taxes, penalties or other assessments which are due by reason of the Determination of Taxability.

SECTION 30. Notices.

All notices to be given under this Lease Purchase Agreement shall be made in writing and mailed by first class mail, postage prepaid, to the party at its address stated below or at such other address as the party may provide in writing from time to time.

If to the Lessor: Synovus Bank
 1148 Broadway
 Columbus, GA 31901
 Attn: Wholesale Lending

With a copy to:

Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
Attn: Jim Mitchell,
Senior Director, Government Banking Solutions

If to the Lessee: Destin Fire Control District
 848 Airport Road
 Destin, FL 32541
 Attention: Fire Chief

SECTION 31. Notice of Litigation.

The Lessee shall give the Lessor prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be substantially threatened, which, if adversely determined, would materially impair the ability of the Lessee to carry out its obligations under this Lease Purchase Agreement or to renew this Lease Purchase Agreement.

SECTION 32. Reserved.

SECTION 33. Computation of Time.

The time in which any act provided by this Lease Purchase Agreement is to be done is computed by excluding the first day and including the last, unless the last day is not a Business Day and then it is also excluded.

SECTION 34. Relationship of the Lessor and the Lessee.

Nothing contained in this Lease Purchase Agreement shall be deemed or construed by the parties or by any third person to create the relationship of partnership or of joint venture or of any association between the Lessor and the Lessee.

SECTION 35. Interpretation.

In the event of a conflict between the terms of this Lease Purchase Agreement, the terms of the documents that either grant to the Lessor greater financial security in the Leased Premises or better assure payment of the Lease Payments shall control.

SECTION 36. Recording.

The Lessor and the Lessee shall cause this Lease Purchase Agreement or a Memorandum of Lease thereof to be filed for record in the Official Records of Okaloosa County, Florida. Notwithstanding any other provision herein, Lessee's failure to have this Lease Purchase Agreement or a Memorandum of Lease thereof recorded within three days of the date hereof shall constitute an Event of Default hereunder by the Lessee (unless otherwise waived in writing by the Lessor).

SECTION 37. Headings.

All section headings contained in this Lease Purchase Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Purchase Agreement.

SECTION 38. Governing Law.

This Lease Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 39. Submission of Audited and Unaudited Financial Statements, Budget and Delivery of Related Documents.

The Lessee shall furnish to the Lessor annually audited financial statements not later than 270 days after the end of each Fiscal Year, beginning with audited financial statements for Fiscal Year 2020. The Lessee shall submit its annual budget within 30 days of adoption by the Board of Commissioners, beginning with the budget for Fiscal Year 2022.

The Lessee will execute or provide, as reasonably requested by the Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease Purchase Agreement, and after the effective date of this Lease Purchase Agreement, Lessee shall make a good faith effort to provide the Lessor with

additional reasonable requests for financial information within 15 days of a written request for additional financial information being made by the Lessor.

SECTION 40. Entire Agreement; Amendment, Severability.

(a) This Lease Purchase Agreement, together with attachments and exhibits, and other documents or instruments executed by the Lessee and the Lessor in connection with this Lease Purchase Agreement, constitute the entire agreement between the parties with respect to the lease of the Leased Premises.

(b) This Lease Purchase Agreement may not be modified, amended, altered or changed except with the written consent of the Lessee and of the Lessor.

(c) If any provision of, or any covenant, obligation or agreement contained in, this Lease Purchase Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Lease Purchase Agreement. That invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 41. Actions Relating to Tax Exemption.

(a) The Lessee covenants that it will restrict the use of moneys realized under this Lease Purchase Agreement or otherwise in connection with the acquisition, construction, installation, improvement and financing of the Leased Premises in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Lease Purchase Agreement, so that there will not exist at any time any obligation in connection with this Lease Purchase Agreement or the Leased Premises that constitutes an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that Section. Any officer of the Lessee having responsibility with respect to the execution and delivery of this Lease Purchase Agreement shall, alone or in conjunction with any other officer, employee or agent of or consultant to the Lessee, give an appropriate certificate of the Lessee pursuant to that Section 148 and those regulations, setting forth the reasonable expectations of the Lessee on the date of entering into this Lease Purchase Agreement regarding this Lease Purchase Agreement and the use of those moneys.

The Lessee will make each determination, file each report and make each payment required to be made or filed by Section 148(f) of the Code in the manner and within the time periods prescribed by said section. The obligation of the Lessee to make such payments shall remain in effect and be binding upon the Lessee notwithstanding the expiration, cancellation or termination of this Lease Purchase Agreement.

The Lessee represents, warrants and covenants that (a) the statements concerning this Lease Purchase Agreement required by Section 149(e)(2) of the Code, and prepared by and submitted by, or on behalf of, the Lessee, are true and complete for the purposes for which intended and (b) it shall prepare and submit, or cause to be submitted, at any time any supplements to the statements which are deemed by the Lessor or Bond Counsel to be necessary or advisable and any such supplement shall be true and complete for the purposes for which intended.

(b) The Lessee covenants that it will, until this Lease Purchase Agreement is terminated, take all actions that may be required of it for the interest on this Lease Purchase Agreement, paid from the Interest Components, to be and remain exempt from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exemption, under the provisions of federal tax laws that apply to those Base Rent payments and this Lease Purchase Agreement. Notwithstanding the foregoing, if the Lessee obtains a written opinion of Bond Counsel that this covenant need not be complied with in order for the interest on this Lease Purchase Agreement to continue to be exempt from federal income taxation, then the covenant may be disregarded. The Lessee hereby authorizes any officer of the Lessee having responsibility with respect to the execution and delivery of this Lease Purchase Agreement and other appropriate officers to take such actions and give such certifications as may be appropriate to assure such tax exemption of the Interest Component and the interest on this Lease Purchase Agreement.

(c) The Lessee represents and covenants that it will not use the Leased Premises, or permit the Leased Premises to be used, so long as this Lease Purchase Agreement shall remain in effect, in such a manner as would result in the loss of the exemption from gross income for federal income tax purposes afforded under the Code to the interest on this Lease Purchase Agreement.

(d) Notwithstanding the foregoing, the Lessee shall not be obligated to appropriate funds for subsequent renewal periods, even though such election to not appropriate funds for payment of Base Rent hereunder and the non-renewal of this Lease Purchase Agreement may result in adverse tax consequences to the Lessor.

SECTION 42. Not General Indebtedness.

THE SCHEDULE OF BASE RENT, INCLUDING THE INTEREST PORTION OF SUCH SCHEDULE, DOES NOT AND SHALL NOT CONSTITUTE GENERAL INDEBTEDNESS OF THE LESSEE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM FUNDS APPROPRIATED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SCHEDULE OF BASE RENT OR OTHER COSTS INCIDENTAL HERETO.

SECTION 43. Waiver of Jury Trial. THE LESSOR AND THE LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RESOLUTION OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

SECTION 44. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Lessee acknowledges and agrees, that: (a) (i) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Lessor is not acting as a municipal advisor or financial advisor to the Lessee, and (iv) the Lessor has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Lessee with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lessor has provided other services or is currently providing other services to the Lessee on other matters); (b) (i) the Lessor is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee or any other person and (ii) the Lessor has no obligation to the Lessee, with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Lessor may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and the Lessor has no obligation to disclose any of such interests to the Lessee. This Agreement is entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 45. Marketing. The Lessee acknowledges and agrees that the Lessor shall be permitted to use information related to this Agreement in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo of the Lessor or other identifying name on marketing materials or of "tombstone" advertisements in publications of Lessor's choice at Lessor's expense.

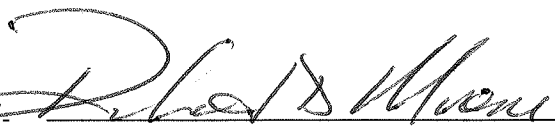
SECTION 46. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease Purchase Agreement by their authorized officers on the dates of the respective acknowledgments but as of the date first written hereinabove.

Lessee:

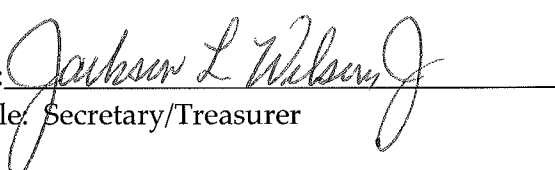
DESTIN FIRE CONTROL DISTRICT

By: 

Title: Chairman

(Seal)

Attest:

By: 

Title: Secretary/Treasurer

TWO WITNESSES:

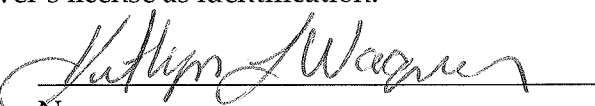

Name: David C. Matthews II


Name: Kevin Sasser

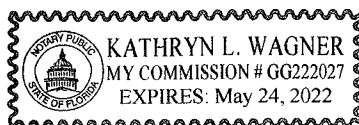
STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me of X physical presence or by ___ online notarization this 30th day of June, 2021, by Richard D. Moore, as Chairman, and Jackson L. Wilson Jr., as Secretary/Treasurer of the Board of Commissioners of the Destin Fire Control District, a legislatively created Independent Special Fire Control District of the State of Florida created and existing under the laws of the State of Florida, on behalf of the District. He is personally known to me or has produced a driver's license as identification.

(SEAL)


Name

Notary Public State of Florida
Commission Number:



IN WITNESS WHEREOF, the parties have executed this Lease Purchase Agreement by their authorized officers on the dates of the respective acknowledgments but as of the date first written hereinabove.

Lessor:

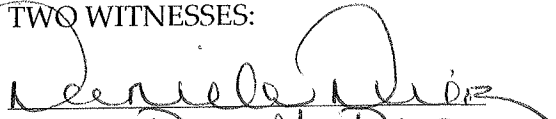
Synovus Bank

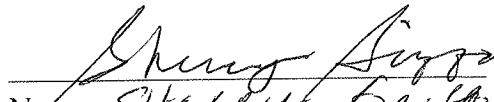


By: Jim Mitchell

Its: Senior Director, Government Banking
Solutions

TWO WITNESSES:


Name: Daniela Diaz

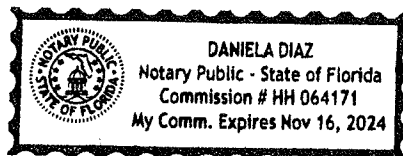

Name: Sherry Banta

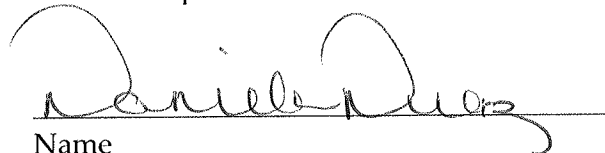
STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of June, 2021, by Jim Mitchell, Senior Director, Government Banking Solutions of Synovus Bank, a Georgia banking corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

(SEAL)





Name

Notary Public State of Florida

Commission Number:

EXHIBIT A

PROJECT SITE

127 Calhoun Avenue
Destin, Florida

EXHIBIT A

[Subject Property]

A LOT FROM THE NORTHERN END OF LOT NO. 13, THE MORENO POINT MILITARY RESERVATION, SAID LOT BEING APPROXIMATELY 1 ACRE, AND FACING CHOCTAWHATCHEE BAY 97 FEET, MORE OR LESS, AND EXTENDING SOUTHEASTWARDLY ALONG THE NORTHERN BOUNDARY OF LOT NO. 13, 500 FEET, MORE OR LESS TO CALHOUN AVENUE, WHICH IT FACES 83 FEET AND IS DESCRIBED AS FOLLOWS: BEING AT THE NORTHEASTERN CORNER OF LOT 13; THENCE NORTH 62 DEGREES 4'50" WEST 500 FEET, MORE OR LESS, TO THE SHORELINE OF CHOCTAWHATCHEE BAY; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SAID SHORE LINE A DISTANCE OF 97 FEET, MORE OR LESS, THENCE IN A SOUTHEASTERLY DIRECTION 500 FEET; MORE OR LESS, TO CALHOUN AVENUE; THENCE ALONG CALHOUN AVENUE 72 DEGREES 8'50" EAST A DISTANCE OF 83 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT

The acquisition, construction, and equipping of improvements for a new Fire Station and District Administration Headquarters pursuant to plans on file with the District Secretary from time to time on the land identified on Exhibit A hereto.

EXHIBIT C

FORM OF FISCAL CERTIFICATE

The undersigned, Chairman of the Board of Commissioners of the Lessee under the aforesaid Lease Purchase Agreement, hereby certifies that the moneys necessary to meet the obligations of the Lessee during the Fiscal Year _____-_____ under the aforesaid Lease Purchase Agreement have been lawfully appropriated by the Board of Commissioners of the Lessee acting as the legislative authority of the Lessee, for such purposes pursuant to a Resolution adopted _____, 20____, and are in the custody of the Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: _____, 20____

Chairman of the Board of Commissioners

EXHIBIT D

SCHEDULE OF BASE RENT

[Attach Amortization Table]

**Destin Fire Control District
Schedule of Base Rent
13 Year Amortization**

					Fiscal Year	
Date	Outstanding	Interest	Principal	Total	Total	
7/1/2021	\$ 1,500,000.00					
8/1/2021	\$ 1,500,000.00	\$ 3,037.50	\$ 8,186.12	\$ 11,223.62		
9/1/2021	\$ 1,491,813.88	\$ 3,020.92	\$ 8,202.70	\$ 11,223.62		
10/1/2021	\$ 1,483,611.18	\$ 3,004.31	\$ 8,219.31	\$ 11,223.62	\$	33,670.86
11/1/2021	\$ 1,475,391.88	\$ 2,987.67	\$ 8,235.95	\$ 11,223.62		
12/1/2021	\$ 1,467,155.92	\$ 2,970.99	\$ 8,252.63	\$ 11,223.62		
1/1/2022	\$ 1,458,903.30	\$ 2,954.28	\$ 8,269.34	\$ 11,223.62		
2/1/2022	\$ 1,450,633.95	\$ 2,937.53	\$ 8,286.09	\$ 11,223.62		
3/1/2022	\$ 1,442,347.87	\$ 2,920.75	\$ 8,302.87	\$ 11,223.62		
4/1/2022	\$ 1,434,045.00	\$ 2,903.94	\$ 8,319.68	\$ 11,223.62		
5/1/2022	\$ 1,425,725.32	\$ 2,887.09	\$ 8,336.53	\$ 11,223.62		
6/1/2022	\$ 1,417,388.80	\$ 2,870.21	\$ 8,353.41	\$ 11,223.62		
7/1/2022	\$ 1,409,035.39	\$ 2,853.30	\$ 8,370.32	\$ 11,223.62		
8/1/2022	\$ 1,400,665.07	\$ 2,836.35	\$ 8,387.27	\$ 11,223.62		
9/1/2022	\$ 1,392,277.79	\$ 2,819.36	\$ 8,404.26	\$ 11,223.62		
10/1/2022	\$ 1,383,873.54	\$ 2,802.34	\$ 8,421.28	\$ 11,223.62	\$	134,683.44
11/1/2022	\$ 1,375,452.26	\$ 2,785.29	\$ 8,438.33	\$ 11,223.62		
12/1/2022	\$ 1,367,013.93	\$ 2,768.20	\$ 8,455.42	\$ 11,223.62		
1/1/2023	\$ 1,358,558.51	\$ 2,751.08	\$ 8,472.54	\$ 11,223.62		
2/1/2023	\$ 1,350,085.97	\$ 2,733.92	\$ 8,489.70	\$ 11,223.62		
3/1/2023	\$ 1,341,596.28	\$ 2,716.73	\$ 8,506.89	\$ 11,223.62		
4/1/2023	\$ 1,333,089.39	\$ 2,699.51	\$ 8,524.11	\$ 11,223.62		
5/1/2023	\$ 1,324,565.28	\$ 2,682.24	\$ 8,541.38	\$ 11,223.62		
6/1/2023	\$ 1,316,023.90	\$ 2,664.95	\$ 8,558.67	\$ 11,223.62		
7/1/2023	\$ 1,307,465.23	\$ 2,647.62	\$ 8,576.00	\$ 11,223.62		
8/1/2023	\$ 1,298,889.23	\$ 2,630.25	\$ 8,593.37	\$ 11,223.62		
9/1/2023	\$ 1,290,295.86	\$ 2,612.85	\$ 8,610.77	\$ 11,223.62		
10/1/2023	\$ 1,281,685.09	\$ 2,595.41	\$ 8,628.21	\$ 11,223.62	\$	134,683.44
11/1/2023	\$ 1,273,056.88	\$ 2,577.94	\$ 8,645.68	\$ 11,223.62		
12/1/2023	\$ 1,264,411.20	\$ 2,560.43	\$ 8,663.19	\$ 11,223.62		
1/1/2024	\$ 1,255,748.01	\$ 2,542.89	\$ 8,680.73	\$ 11,223.62		
2/1/2024	\$ 1,247,067.28	\$ 2,525.31	\$ 8,698.31	\$ 11,223.62		
3/1/2024	\$ 1,238,368.97	\$ 2,507.70	\$ 8,715.92	\$ 11,223.62		
4/1/2024	\$ 1,229,653.05	\$ 2,490.05	\$ 8,733.57	\$ 11,223.62		
5/1/2024	\$ 1,220,919.48	\$ 2,472.36	\$ 8,751.26	\$ 11,223.62		
6/1/2024	\$ 1,212,168.22	\$ 2,454.64	\$ 8,768.98	\$ 11,223.62		
7/1/2024	\$ 1,203,399.24	\$ 2,436.88	\$ 8,786.74	\$ 11,223.62		
8/1/2024	\$ 1,194,612.50	\$ 2,419.09	\$ 8,804.53	\$ 11,223.62		
9/1/2024	\$ 1,185,807.97	\$ 2,401.26	\$ 8,822.36	\$ 11,223.62		
10/1/2024	\$ 1,176,985.62	\$ 2,383.40	\$ 8,840.22	\$ 11,223.62	\$	134,683.44
11/1/2024	\$ 1,168,145.39	\$ 2,365.49	\$ 8,858.13	\$ 11,223.62		

12/1/2024	\$	1,159,287.27	\$	2,347.56	\$	8,876.06	\$	11,223.62	
1/1/2025	\$	1,150,411.20	\$	2,329.58	\$	8,894.04	\$	11,223.62	
2/1/2025	\$	1,141,517.17	\$	2,311.57	\$	8,912.05	\$	11,223.62	
3/1/2025	\$	1,132,605.12	\$	2,293.53	\$	8,930.09	\$	11,223.62	
4/1/2025	\$	1,123,675.02	\$	2,275.44	\$	8,948.18	\$	11,223.62	
5/1/2025	\$	1,114,726.84	\$	2,257.32	\$	8,966.30	\$	11,223.62	
6/1/2025	\$	1,105,760.55	\$	2,239.17	\$	8,984.45	\$	11,223.62	
7/1/2025	\$	1,096,776.09	\$	2,220.97	\$	9,002.65	\$	11,223.62	
8/1/2025	\$	1,087,773.44	\$	2,202.74	\$	9,020.88	\$	11,223.62	
9/1/2025	\$	1,078,752.56	\$	2,184.47	\$	9,039.15	\$	11,223.62	
10/1/2025	\$	1,069,713.42	\$	2,166.17	\$	9,057.45	\$	11,223.62	\$ 134,683.44
11/1/2025	\$	1,060,655.97	\$	2,147.83	\$	9,075.79	\$	11,223.62	
12/1/2025	\$	1,051,580.18	\$	2,129.45	\$	9,094.17	\$	11,223.62	
1/1/2026	\$	1,042,486.01	\$	2,111.03	\$	9,112.59	\$	11,223.62	
2/1/2026	\$	1,033,373.42	\$	2,092.58	\$	9,131.04	\$	11,223.62	
3/1/2026	\$	1,024,242.38	\$	2,074.09	\$	9,149.53	\$	11,223.62	
4/1/2026	\$	1,015,092.85	\$	2,055.56	\$	9,168.06	\$	11,223.62	
5/1/2026	\$	1,005,924.80	\$	2,037.00	\$	9,186.62	\$	11,223.62	
6/1/2026	\$	996,738.17	\$	2,018.39	\$	9,205.23	\$	11,223.62	
7/1/2026	\$	987,532.95	\$	1,999.75	\$	9,223.87	\$	11,223.62	
8/1/2026	\$	978,309.08	\$	1,981.08	\$	9,242.54	\$	11,223.62	
9/1/2026	\$	969,066.54	\$	1,962.36	\$	9,261.26	\$	11,223.62	
10/1/2026	\$	959,805.28	\$	1,943.61	\$	9,280.01	\$	11,223.62	\$ 134,683.44
11/1/2026	\$	950,525.26	\$	1,924.81	\$	9,298.81	\$	11,223.62	
12/1/2026	\$	941,226.46	\$	1,905.98	\$	9,317.64	\$	11,223.62	
1/1/2027	\$	931,908.82	\$	1,887.12	\$	9,336.50	\$	11,223.62	
2/1/2027	\$	922,572.32	\$	1,868.21	\$	9,355.41	\$	11,223.62	
3/1/2027	\$	913,216.90	\$	1,849.26	\$	9,374.36	\$	11,223.62	
4/1/2027	\$	903,842.55	\$	1,830.28	\$	9,393.34	\$	11,223.62	
5/1/2027	\$	894,449.21	\$	1,811.26	\$	9,412.36	\$	11,223.62	
6/1/2027	\$	885,036.85	\$	1,792.20	\$	9,431.42	\$	11,223.62	
7/1/2027	\$	875,605.43	\$	1,773.10	\$	9,450.52	\$	11,223.62	
8/1/2027	\$	866,154.91	\$	1,753.96	\$	9,469.66	\$	11,223.62	
9/1/2027	\$	856,685.25	\$	1,734.79	\$	9,488.83	\$	11,223.62	
10/1/2027	\$	847,196.42	\$	1,715.57	\$	9,508.05	\$	11,223.62	\$ 134,683.44
11/1/2027	\$	837,688.37	\$	1,696.32	\$	9,527.30	\$	11,223.62	
12/1/2027	\$	828,161.07	\$	1,677.03	\$	9,546.59	\$	11,223.62	
1/1/2028	\$	818,614.48	\$	1,657.69	\$	9,565.93	\$	11,223.62	
2/1/2028	\$	809,048.55	\$	1,638.32	\$	9,585.30	\$	11,223.62	
3/1/2028	\$	799,463.26	\$	1,618.91	\$	9,604.71	\$	11,223.62	
4/1/2028	\$	789,858.55	\$	1,599.46	\$	9,624.16	\$	11,223.62	
5/1/2028	\$	780,234.39	\$	1,579.97	\$	9,643.65	\$	11,223.62	
6/1/2028	\$	770,590.75	\$	1,560.45	\$	9,663.17	\$	11,223.62	
7/1/2028	\$	760,927.58	\$	1,540.88	\$	9,682.74	\$	11,223.62	
8/1/2028	\$	751,244.83	\$	1,521.27	\$	9,702.35	\$	11,223.62	
9/1/2028	\$	741,542.48	\$	1,501.62	\$	9,722.00	\$	11,223.62	
10/1/2028	\$	731,820.49	\$	1,481.94	\$	9,741.68	\$	11,223.62	\$ 134,683.44

11/1/2028	\$	722,078.80	\$	1,462.21	\$	9,761.41	\$	11,223.62	
12/1/2028	\$	712,317.39	\$	1,442.44	\$	9,781.18	\$	11,223.62	
1/1/2029	\$	702,536.22	\$	1,422.64	\$	9,800.98	\$	11,223.62	
2/1/2029	\$	692,735.23	\$	1,402.79	\$	9,820.83	\$	11,223.62	
3/1/2029	\$	682,914.40	\$	1,382.90	\$	9,840.72	\$	11,223.62	
4/1/2029	\$	673,073.68	\$	1,362.97	\$	9,860.65	\$	11,223.62	
5/1/2029	\$	663,213.04	\$	1,343.01	\$	9,880.61	\$	11,223.62	
6/1/2029	\$	653,332.42	\$	1,323.00	\$	9,900.62	\$	11,223.62	
7/1/2029	\$	643,431.80	\$	1,302.95	\$	9,920.67	\$	11,223.62	
8/1/2029	\$	633,511.13	\$	1,282.86	\$	9,940.76	\$	11,223.62	
9/1/2029	\$	623,570.37	\$	1,262.73	\$	9,960.89	\$	11,223.62	
10/1/2029	\$	613,609.48	\$	1,242.56	\$	9,981.06	\$	11,223.62	\$ 134,683.44
11/1/2029	\$	603,628.42	\$	1,222.35	\$	10,001.27	\$	11,223.62	
12/1/2029	\$	593,627.15	\$	1,202.09	\$	10,021.53	\$	11,223.62	
1/1/2030	\$	583,605.62	\$	1,181.80	\$	10,041.82	\$	11,223.62	
2/1/2030	\$	573,563.80	\$	1,161.47	\$	10,062.15	\$	11,223.62	
3/1/2030	\$	563,501.65	\$	1,141.09	\$	10,082.53	\$	11,223.62	
4/1/2030	\$	553,419.12	\$	1,120.67	\$	10,102.95	\$	11,223.62	
5/1/2030	\$	543,316.18	\$	1,100.22	\$	10,123.40	\$	11,223.62	
6/1/2030	\$	533,192.77	\$	1,079.72	\$	10,143.90	\$	11,223.62	
7/1/2030	\$	523,048.87	\$	1,059.17	\$	10,164.45	\$	11,223.62	
8/1/2030	\$	512,884.42	\$	1,038.59	\$	10,185.03	\$	11,223.62	
9/1/2030	\$	502,699.39	\$	1,017.97	\$	10,205.65	\$	11,223.62	
10/1/2030	\$	492,493.74	\$	997.30	\$	10,226.32	\$	11,223.62	\$ 134,683.44
11/1/2030	\$	482,267.42	\$	976.59	\$	10,247.03	\$	11,223.62	
12/1/2030	\$	472,020.39	\$	955.84	\$	10,267.78	\$	11,223.62	
1/1/2031	\$	461,752.61	\$	935.05	\$	10,288.57	\$	11,223.62	
2/1/2031	\$	451,464.04	\$	914.21	\$	10,309.41	\$	11,223.62	
3/1/2031	\$	441,154.63	\$	893.34	\$	10,330.28	\$	11,223.62	
4/1/2031	\$	430,824.35	\$	872.42	\$	10,351.20	\$	11,223.62	
5/1/2031	\$	420,473.15	\$	851.46	\$	10,372.16	\$	11,223.62	
6/1/2031	\$	410,100.99	\$	830.45	\$	10,393.17	\$	11,223.62	
7/1/2031	\$	399,707.82	\$	809.41	\$	10,414.21	\$	11,223.62	
8/1/2031	\$	389,293.61	\$	788.32	\$	10,435.30	\$	11,223.62	
9/1/2031	\$	378,858.31	\$	767.19	\$	10,456.43	\$	11,223.62	
10/1/2031	\$	368,401.88	\$	746.01	\$	10,477.61	\$	11,223.62	\$ 134,683.44
11/1/2031	\$	357,924.27	\$	724.80	\$	10,498.82	\$	11,223.62	
12/1/2031	\$	347,425.45	\$	703.54	\$	10,520.08	\$	11,223.62	
1/1/2032	\$	336,905.37	\$	682.23	\$	10,541.39	\$	11,223.62	
2/1/2032	\$	326,363.98	\$	660.89	\$	10,562.73	\$	11,223.62	
3/1/2032	\$	315,801.25	\$	639.50	\$	10,584.12	\$	11,223.62	
4/1/2032	\$	305,217.12	\$	618.06	\$	10,605.56	\$	11,223.62	
5/1/2032	\$	294,611.57	\$	596.59	\$	10,627.03	\$	11,223.62	
6/1/2032	\$	283,984.54	\$	575.07	\$	10,648.55	\$	11,223.62	
7/1/2032	\$	273,335.99	\$	553.51	\$	10,670.11	\$	11,223.62	
8/1/2032	\$	262,665.87	\$	531.90	\$	10,691.72	\$	11,223.62	
9/1/2032	\$	251,974.15	\$	510.25	\$	10,713.37	\$	11,223.62	

10/1/2032	\$	241,260.78	\$	488.55	\$	10,735.07	\$	11,223.62	\$	134,683.44
11/1/2032	\$	230,525.71	\$	466.81	\$	10,756.81	\$	11,223.62		
12/1/2032	\$	219,768.91	\$	445.03	\$	10,778.59	\$	11,223.62		
1/1/2033	\$	208,990.32	\$	423.21	\$	10,800.41	\$	11,223.62		
2/1/2033	\$	198,189.90	\$	401.33	\$	10,822.29	\$	11,223.62		
3/1/2033	\$	187,367.62	\$	379.42	\$	10,844.20	\$	11,223.62		
4/1/2033	\$	176,523.42	\$	357.46	\$	10,866.16	\$	11,223.62		
5/1/2033	\$	165,657.26	\$	335.46	\$	10,888.16	\$	11,223.62		
6/1/2033	\$	154,769.09	\$	313.41	\$	10,910.21	\$	11,223.62		
7/1/2033	\$	143,858.88	\$	291.31	\$	10,932.31	\$	11,223.62		
8/1/2033	\$	132,926.57	\$	269.18	\$	10,954.44	\$	11,223.62		
9/1/2033	\$	121,972.13	\$	246.99	\$	10,976.63	\$	11,223.62		
10/1/2033	\$	110,995.50	\$	224.77	\$	10,998.85	\$	11,223.62	\$	134,683.44
11/1/2033	\$	99,996.65	\$	202.49	\$	11,021.13	\$	11,223.62		
12/1/2033	\$	88,975.52	\$	180.18	\$	11,043.44	\$	11,223.62		
1/1/2034	\$	77,932.08	\$	157.81	\$	11,065.81	\$	11,223.62		
2/1/2034	\$	66,866.27	\$	135.40	\$	11,088.22	\$	11,223.62		
3/1/2034	\$	55,778.06	\$	112.95	\$	11,110.67	\$	11,223.62		
4/1/2034	\$	44,667.39	\$	90.45	\$	11,133.17	\$	11,223.62		
5/1/2034	\$	33,534.22	\$	67.91	\$	11,155.71	\$	11,223.62		
6/1/2034	\$	22,378.50	\$	45.32	\$	11,178.30	\$	11,223.62		
7/1/2034	\$	11,200.20	\$	22.68	\$	11,200.20	\$	11,222.88	\$	101,011.84
Totals			\$	250,883.98	\$	1,500,000.00	\$	1,750,883.98	\$	1,750,883.98

Assumptions: Lease Schedule assumes fully drawn at closing with first payment August 1, 2021 and monthly payments thereafter until maturity July 1, 2034.

EXHIBIT E

EVIDENCE OF FLOOD INSURANCE

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

INSURANCE AGENT/PRODUCER Fuller Insurance 4821 US Hwy 98 W Suite 103 Santa Rosa Beach FL 32459 (850) 502-8595	CONTACT NAME:Garrett N Fuller PHONE (A/C, No, Ext): (850) 837-8413	FAX (A/C, No)(850) 837-6715
8566327726	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
NAMED INSURED AND ADDRESS Destin Fire Control District	INSURER A: National Union Fire Ins Co of	
848 Airport Road	INSURER B:	
Destin FL 32541	INSURER C:	
	EVIDENCE NUMBER:	
	REVISION NUMBER:	PAGE COUNT:
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (Use REMARKS, if more space is required)

LOCATION/DESCRIPTION	127 CALHOUN AVE Destin FL 32541
TEMPORARY FIREFIGHTER HOUSING/	Boat Dock

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

COVERAGE / RISK INFORMATION

* 12:01 A.M. LOCAL TIME AT THE INSURED PROPERTY LOCATION

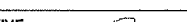
DATE OF CONSTRUCTION 01/01/1950		CURRENT FLOOD ZONE AE		FLOOD RISK / RATED ZONE		GRANDFATHERED? N Y/N		BUILDING OCCUPANCY TYPE X SINGLE FAMILY X OTHER RESIDENTIAL 2 - 4 FAMILY NON-RESIDENTIAL				CONTENTS COVERAGE TYPE RESIDENTIAL X NON-RESIDENTIAL	
REPLACEMENT COST \$		CONDOMINIUM COVERAGE IS FOR (Check One): X UNIT OWNER ASSOCIATION BUILDING				# UNITS 3		FIREFIGHTER HOU X					
PRIMARY POLICY		POLICY NUMBER: VFNU-TR-0019339-00						EFFECTIVE DATE: 08/31/2020				EXPIRATION DATE: 08/31/2021	
INS LTR A	COVERAGE	DEDUCTIBLE	TOTAL AMOUNT OF INSURANCE		MARKET		POLICY FORM X DWELLING FORM GENERAL PROPERTY FORM RESIDENTIAL CONDO BLDG ASSOCIATION POLICY FORM		PRODUCT TYPE X STANDARD POLICY PREFERRED RISK POLICY		PREFERRED RISK POLICY ELIGIBILITY EXTENSION GROUP FLOOD INSURANCE POLICY MORTGAGE PORTFOLIO PROTECTION PROGRAM POLICY		
	BUILDING	1,000	497,000		NFIP / WYO								
	CONTENTS	1,000	5,000		PRIVATE / ALT. MARKET								
EXCESS POLICY 1		INDICATES EXCESS POLICY IS A "FOLLOWING FORM" POLICY TYPE				POLICY NO:		EFFECTIVE DATE:				EXPIRATION DATE:	
INS LTR	COVERAGE	DEDUCTIBLE	TOTAL AMOUNT OF INSURANCE		MARKET		POLICY FORM DWELLING FORM GENERAL PROPERTY FORM RESIDENTIAL CONDO BLDG ASSOCIATION POLICY FORM		PRODUCT TYPE STANDARD POLICY PREFERRED RISK POLICY		PREFERRED RISK POLICY ELIGIBILITY EXTENSION GROUP FLOOD INSURANCE POLICY MORTGAGE PORTFOLIO PROTECTION PROGRAM POLICY		
	BUILDING				NFIP / WYO								
	CONTENTS				PRIVATE / ALT. MARKET								
BUSINESS INCOME		EXTRA EXPENSE		ADDITIONAL LIVING EXPENSE IF "YES", LIMIT: \$				ACTUAL LOSS SUSTAINED # OF MONTHS:					
EXCESS POLICY 2		INDICATES EXCESS POLICY IS A "FOLLOWING FORM" POLICY TYPE				POLICY NO:		EFFECTIVE DATE:				EXPIRATION DATE:	
INS LTR	COVERAGE	DEDUCTIBLE	TOTAL AMOUNT OF INSURANCE		MARKET		POLICY FORM DWELLING FORM GENERAL PROPERTY FORM RESIDENTIAL CONDO BLDG ASSOCIATION POLICY FORM		PRODUCT TYPE STANDARD POLICY PREFERRED RISK POLICY		PREFERRED RISK POLICY ELIGIBILITY EXTENSION GROUP FLOOD INSURANCE POLICY MORTGAGE PORTFOLIO PROTECTION PROGRAM POLICY		
	BUILDING				NFIP / WYO								
	CONTENTS				PRIVATE / ALT. MARKET								
BUSINESS INCOME		EXTRA EXPENSE		ADDITIONAL LIVING EXPENSE IF "YES", LIMIT: \$				ACTUAL LOSS SUSTAINED # OF MONTHS:					

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

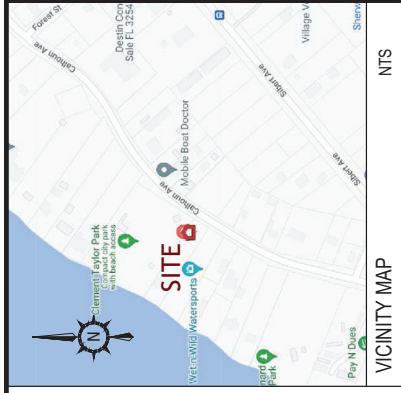
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

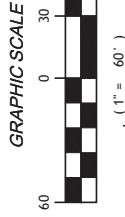
NAME AND ADDRESS	ADDITIONAL INSURED	MORTGAGEE	NAMED ON POLICY (Check all that apply)	
	LENDER'S LOSS PAYABLE	UNIT-OWNER'S MORTGAGEE (Does not imply interest)		PRIMARY
	LOSS PAYEE			EXCESS POLICY 1
				EXCESS POLICY 2
		AUTHORIZED REPRESENTATIVE 		

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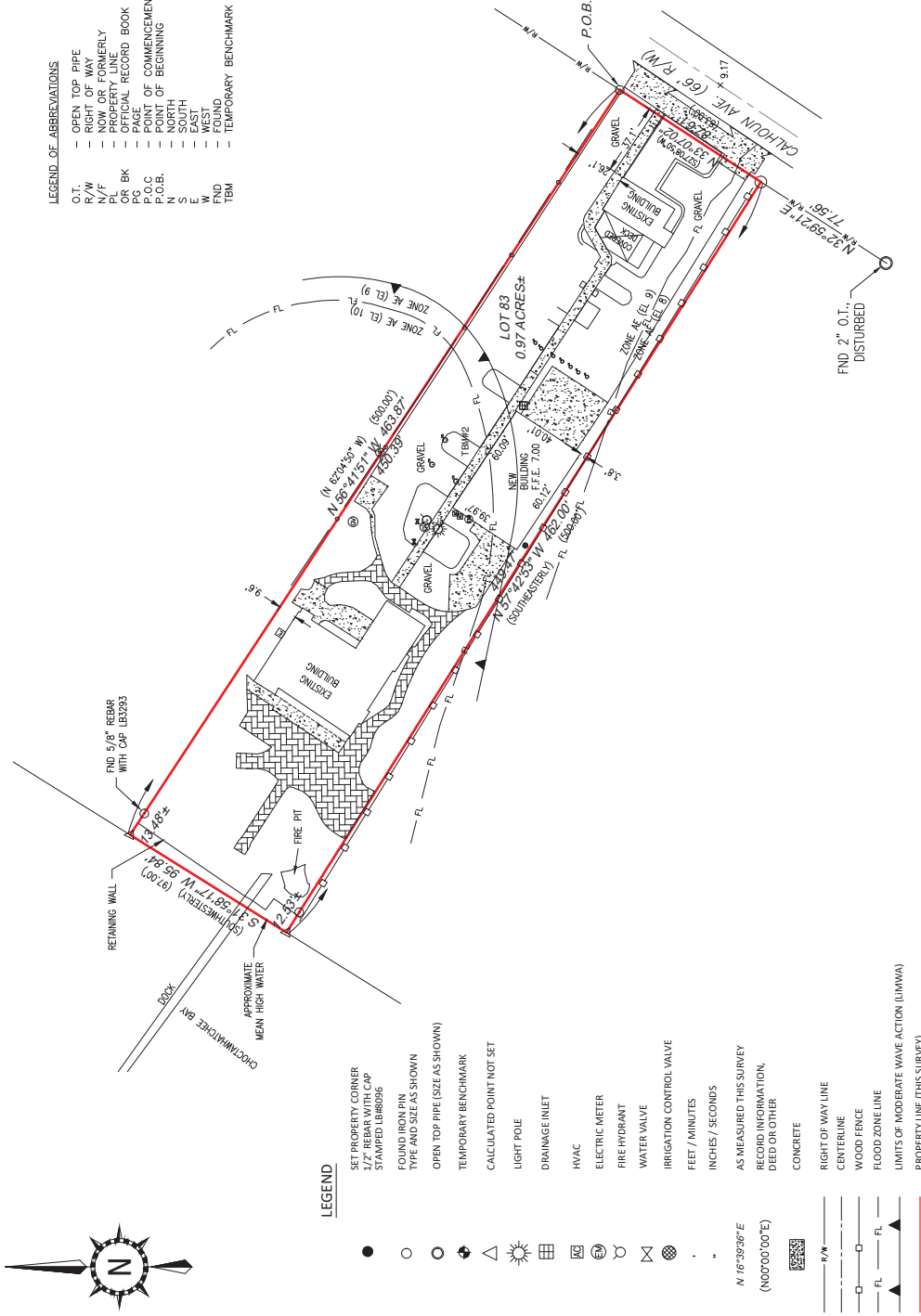
VICINITY MAP

NTS



LEGEND OF ABBREVIATIONS

- O.T. - OPEN TOP PIPE
- R/W - RIGHT OF WAY
- N/F - NOW OR FORMERLY
- PL - PROPERTY LINE
- OR BK - OFFICIAL RECORD BOOK
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- FND - FOUND
- TBM - TEMPORARY BENCHMARK



LEGEND

- SET PROPERTY CORNER
- 1/2" REBAR WITH CAP
- STAMPED LB#8096
- FOUND IRON PIN
- TYPE AND SIZE AS SHOWN
- OPEN TOP PIPE (SIZE AS SHOWN)
- TEMPORARY BENCHMARK
- CALCULATED POINT NOT SET
- LIGHT POLE
- DRAINAGE INLET
- HVAC
- ELECTRIC METER
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FEET / MINUTES
- INCHES / SECONDS
- AS MEASURED THIS SURVEY
- RECORD INFORMATION,
- DEED OR OTHER
- CONCRETE
- RIGHT OF WAY LINE
- CENTERLINE
- WOOD FENCE
- FLOOD ZONE LINE
- LIMITS OF MODERATE WAVE ACTION (LIMWA)
- PROPERTY LINE (THIS SURVEY)

N 16°39'36"E
(N00°00'00"E)

CONCRETE

RIGHT OF WAY LINE

CENTERLINE

WOOD FENCE

FLOOD ZONE LINE

LIMITS OF MODERATE WAVE ACTION (LIMWA)

PROPERTY LINE (THIS SURVEY)

PLS
SURVIVING, MAPPING AND SOLUTIONS
GROUP, INC.

1417 CANARY ROAD 2214 TROY, AL 36078 OFFICE 334-967-4000 FAX 334-967-4001	151 UNIVERSAL ROAD SUITE 5 DOTHAN, AL 36025 OFFICE 334-967-4000 FAX 334-967-4001
1401 RUCKER BLVD DOTHAN, AL 36025 OFFICE 334-967-4000 FAX 334-967-4001	34465 U.S. HIGHWAY 31, SUITE C DOTHAN, AL 36025 OFFICE 334-967-4000 FAX 334-967-4001
1401 RUCKER BLVD DOTHAN, AL 36025 OFFICE 334-967-4000 FAX 334-967-4001	1401 RUCKER BLVD DOTHAN, AL 36025 OFFICE 334-967-4000 FAX 334-967-4001

SHEET NO.	01	OF	01
SHEET NAME	FINAL SURVEY	PROJECT NO.	22-238
SURVEY DATE	10/1/2022	DRAWING SCALE	1"=60'
DRAWING SCALE	1"=60'	DATE	10/1/2022
DRAWING DATE	10/1/2022	CHECKED BY	JRT



STATE OF: FLORIDA
COUNTY OF: OKALOOSA

THE SURVEY SHOWN HEREON WAS PREPARED FOR DESTIN FIRE CONTROL DISTRICT IN THE COUNTY OF OKALOOSA, FLORIDA, BY JUSTIN R. THOMLEY, A PROFESSIONAL SURVEYOR AND MAPPER AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES AND TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 5TH DAY OF JANUARY, 2023

Justin R Thomley

JUSTIN R. THOMLEY, FLORIDA LS 7039

- NOTES:
- NOT ALL IMPROVEMENTS HAVE BEEN LOCATED. SITE IS UNDER CONSTRUCTION, SO ONLY IMPROVEMENTS LOCATED BY THE SURVEYOR ARE SHOWN HEREON.
 - UNDERGROUND UTILITIES HAVEN'T BEEN LOCATED.
 - THIS SURVEY, PLAT OR DRAWING WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH, AND WAS SOLELY BASED ON THE INFORMATION OBTAINED FROM PUBLIC RECORDS AND/OR PROVIDED TO THE SURVEYOR. DEED REFERENCE MADE TO OR BOOK 3026, PAGE 438.
 - BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES (NORTH DATUM). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
 - THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE PROPERTY IS LOCATED.
 - RECORDS OF THIS DRAWING ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED PROFESSIONAL SURVEYOR'S SEAL.
 - THIS COPYRIGHTED PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT FOR THE ENTITIES AND/OR INDIVIDUALS LISTED HEREON, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITIES AND/OR INDIVIDUALS FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED. ANY SIGNATURE AND EMBOSSED SEAL THIS SURVEY SHOULD NOT BE REPLIED UPON FOR MONTHS AFTER THE ORIGINAL SIGNATURE BY ANY PARTY OR ENTITY AND SHALL NOT BE USED IN ANY OTHER CLOSING OR TRANSACTION OTHER THAN MAKE BUCKINGHAM IT WAS ORIGINALLY INTENDED OR PREPARED FOR.
 - THE SCALE WILL BE INACCURATE.
 - ACCORDING TO MY SURVEY THIS THE 5TH DAY OF JANUARY, 2023

MANAGEMENT FLOOD FOR OKALOOSA COUNTY, FLORIDA. MAP NUMBER 120910048U. EFFECTIVE DATE 3-3-2021. THIS SITE LIES WITHIN ZONE AE DEFINED AS "BASE FLOOD ELEVATIONS DETERMINED." (ELEVATION 8, 9 AND 10 FEET)



Community Development

Code Compliance Division

Phone: 850-654-1119
www.cityofdestin.com

MEMORANDUM

DATE: September 30, 2024

TO: City Council

THRU: Larry Jones, Interim City Manager

FROM: Tina Deater, Community Development Director

Troy Williams, Code Compliance Manager

SUBJECT: Fire District Lease and Code Compliance Boat Information

At the meeting on September 16, 2024, the Council requested information regarding the operations of the Code Compliance boat and the cost to install a boat lift.

Cost:

A recent permit submitted by the Fire District for six (6) boat lifts had an estimated cost of construction of \$203,000, which is \$33,833 per lift. However, the Sheriff's Office received a quote of \$17,000 from a different contractor to install their lift. If the Council decides to move forward with the lease and installation of a lift, they could choose to use the Fire District contractor, or to seek quotes from other contractors, and possibly receive a lower price.

Boat Operations:

Below are the questions asked regarding the boat operations and the responses from Staff:

- 1) How many times has the boat been taken out in the last twelve (12) months?

An estimated 30 to 40 times.

- 2) How many code complaints has the boat responded to or initiated in the last twelve (12) months?

Code Compliance responds to the following types of calls both in Joe's Bayou and in the Harbor: environmental issues, commercial activity, illegal charters, construction/renovation of docks and seawalls without a permit (only able to inspect using the boat), improperly anchored vessels, and derelict vessels. Also, Code Compliance also takes out representatives from Analytical Services to perform water testing in the Harbor and Joe's Bayou quarterly.

The City's Energov/COMPASS system does not allow inspections to be recorded as water or boat responses. If a specific business or person is involved, the case is recorded under their name and address, otherwise they are recorded using the City Hall address. Because of this, we are unable to determine the exact number of boat response cases responded to or initiated in the last twelve months. Going



forward, a procedure has been implemented where all boat usage will be recorded in a spreadsheet, including information regarding the date, time, location and nature of the usage (such as code complaint or water testing).

3) Where is the boat used mostly?

The City's Energov/COMPASS system does not allow inspections to be recorded as water or boat responses. If a specific business or person is involved, the case is recorded under their name and address, otherwise they are recorded using the City Hall address. Due to this we are unable to determine the number of calls to specific areas. We do know that historically, the Harbor has generated the most activity; however, Joe's Bayou has generated several recent complaints. The new boat usage recording procedure will track this data going forward.

4) How many Code Compliance Officers are certified/able to pilot the boat?

Nine (9) Code Compliance Officers have a boater's license. However, the current slip at the Harbor is extremely tight and difficult to navigate. Historically, two Officers who are expert boaters handled the majority of the boat operations due to the slip configuration; however, they are no longer with the City. The current Officers are working on gaining experience operating the boat and do respond whenever a specific complaint is received, however it will take time for them to learn, and does affect the ability to regularly patrol with the boat.

Additional Considerations Regarding Slip Location:

1) Security of Code Vessel and its Equipment at the Current Slip:

- a. Expensive equipment on the boat
- b. No security cameras covering the current slip
- c. Can be easily accessed by the public
- d. People often throw trash in the Code Boat

2) Parking For Water Testing:

- a. Parking is limited at the Harbor
- b. Use of multiple parking spots for water testing staff takes away from businesses and visitors

3) The proposed slip location is located between Joe's Bayou and the Harbor, which may result in faster response times.

4) Synergy With Other Public Safety Organizations:

- a. Code often needs to coordinate with other public safety organizations (OSCO, DFD, FWC, Coast Guard) and being on the same dock as them would allow for easier access and shared information.



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: September 25, 2024

SUBJECT: RFP 24-05-REC Clement Taylor Park Renovations Contractor Selection

I. BACKGROUND: The Renovation of Clement Taylor Park is an initiative identified as part of the City's Strategic Plan.

For the purposes of contractor selection, **RFP 24-05-REC Clement Taylor Park Renovations** was released on July 31, 2024. The bid was opened on August 29, 2024.

II. DISCUSSION: The City received six proposals for **RFP 24-05-REC Clement Taylor Park Renovation Project**. The six proposals were from Dalton Brothers, Inc., Biggs Construction Co., BGN Contractors, Empire Builders Group Inc., H&T Contractors LLC, and Grand Bay Construction.

The Bid Committee evaluated these proposals at the September 19 and September 24 Bid Committee meetings.

The members talked at length about each remaining responsive bidder's submissions and in the discussion, the Building Official noted for the record that to her, the most responsive bidder is Empire Builders Group, Inc. The committee discussed how Empire Builder's Group, Inc. provided approximately 10 examples of projects they have completed, similar to the Clement Taylor Park project, and how the other proposals provided a list of completed projects, but some were not very similar to the Clement Taylor Park project.

The table below displays the results of the committee scoring of the proposals.

BGN

Empire

Grand Bay

Biggs

Bodi	55	65	70	70
Burgess	80	90	88	83
Firth	80	95	85	90
Bell	55	85	70	75
Cozadd	60	88	85	87

BGN Contractors 330
Empire Builders Grp. Inc. 423
Grand Bay 398
Biggs 405

The Bid Committee voted to disqualify Dalton Brothers and H&T Contractors for being unresponsive, both bids lacked adequate information in the areas of project approach and qualifications/experience, and past performance.

The Bid Committee voted unanimously to recommend Empire Builders Grp. to the council.

The bid committee draft minutes are attached as well as individual bid committee member's score sheets.

The base bid from each bidder is as follows:

Dalton Brothers	\$1,639,420
Biggs Construction	\$1,705,599
BGN Contractors	\$2,023,714
Empire Builders	\$1,658,575
H&T Contractors	\$1,949,778
Grand Bay Const.	\$1,588,064

Empire Builders Group's recent projects include the Women's Veteran Memorial Park and the FWB Convention Center Accessibility Project, which are Okaloosa County projects and were very challenging. The county's engineering department indicated that they worked directly with Empire Builders and couldn't have had a better experience. The contractor was timely and professional, the subcontractors were responsive and they would hire them again for future projects.

City Council's Options

Pursuant to the RFP and to the City's Procurement Manual, the Bid Committee has now forwarded its rank-ordered list of the proposals received in response to the RFP. Also, pursuant to the RFP and the Procurement Manual, the City Council now has the task of deciding which proposal Council wants City Staff to pursue negotiations with. The Council has three procedural options for this decision, as follows:

1. Adopting the scoring of the Bid Committee and direct City Staff to negotiate toward a contract with the proposal ranked highest by the Bid Committee;
2. Re-scoring by each individual Council Member of all three proposers, using the same

scoring criteria and calculations as applied by the Bid Committee pursuant to the RFP; or

3. Ranking the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the Clement Taylor Park Project. This ranking would be done by applying a 1-2-3 scoring by each Council Member, with a value of "1" being highest or best and a value of "3" being lowest; the scores assigned by the Council Members would then be added together, with the lowest total points score being deemed the proposal with whom City Staff would be directed to negotiate toward a contract.

The County has recommended that once the City Council takes action on this item and selects a contractor, the procurement package should be forwarded to the County who will also share it with U.S. Treasury for review and approval before proceeding. The city should wait for approval from the Treasury before entering into a contract with the selected contractor.

A. Link to Strategic Goals / Objectives: Major Projects 4.10 Clement Taylor Park Renovations

B. Effect on Budget (EOB): Effect on Budget will determined once a contractor has been selected.

C. Level of Service (LOS): Level of Service will increase as the renovations at Clement Taylor Park will bring the following benefits to the City:

- * Improved safety
- * Reduced maintenance
- * Increase recreational opportunities

D. Legislative Sponsor:

III. CONCLUSION: The decision is now with the City Council as to selection of a contractor for this project. Options available to the council are as follows:

Option 1 - Adopting the scoring of the Bid Committee and direct City Staff to negotiate toward a contract with the proposal ranked highest by the Bid Committee.

Option 2 - Re-scoring by each individual Council Member of all three proposers, using the same scoring criteria and calculations as applied by the Bid Committee pursuant to the RFP.

Option 3 - Invite the top three ranked bidders to do presentations to City Council and then have Council rank the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the Clement Taylor Park Project. This ranking would be done by applying a 1-2-3 scoring by each Council Member, with a value of "1" being highest or best and a value of "3" being lowest; the scores assigned by the Council Members would then be added together, with the

lowest total points score being deemed the proposal with whom City Staff would be directed to negotiate toward a contract.

IV. RECOMMENDED MOTION: Option 1 - I move that the City Council adopt the scoring of the Bid Committee and direct City Staff to negotiate toward a contract with the proposal ranked highest by the Bid Committee after the selection process has been reviewed and approved by the County and U.S. Treasury.

Option 2 - Based on the re-scoring by each individual Council Member of all ranked proposers, using the same scoring criteria and calculations as applied by the Bid Committee pursuant to the RFP I move to direct City Staff to negotiate with (insert selected contractor) toward a contract after the selection process has been reviewed and approved by the County and U.S. Treasury.

Option 3 - I move that City Council invite the top three ranked bidders to do presentations to City Council and then have Council rank the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the Clement Taylor Park Project.

Attachments:

1. 9-19-9-24-24 Sp. Bid Committee Mtg
2. 1. Bid opening results
3. 1.1 Dalton Bros
4. 2. Biggs Proposal
5. 3. BGN Contractors
6. 4. Empire Builders Group
7. 5. H & T Contractors, LLC.
8. 6. Grand Bay Construction
9. RFP 24-05-REC CTP Restoration Project
10. Score cards
11. RFP 24-05-REC Council Scoresheet

DRAFT
MINUTES
BID COMMITTEE MEETING
SEPTEMBER 19, 2024

1. CALL TO ORDER:

Bid Committee Chairman Jeffery Cozadd called the meeting to order on Thursday, September 19, 2024, at 2:10 PM in the City of Destin Annex Chambers.

2. ROLL CALL:

Bid Committee Members Present:

Project/Grants Mgr. Jeffery Cozadd
Michael Burgess PW Director
Joe Bodi, PW Deputy Director
Ryan Reed, P&R Deputy Director

Other Staff Members Present:

Deputy City Clerk Kim Montgomery

3. NEW BUSINESS:

A. RFB 24-05-REC, Clement Taylor Park Restoration Project

According to Mr. Cozadd, the city received six bid submissions from:

- Dalton Bros.
- Biggs Construction
- BGN Contractors
- Empire Builders Grp, Inc.
- H & T Contractors
- Grand Bay Construction

Mr. Burgess spoke of how the bid submission a couple of the bids were substantially incomplete. According to Mr. Reed, he is preliminarily leaning towards the companies that have done similar type projects.

There was discussions regarding this being a Federally funded project and the necessary approach to consider based the most responsive bidder based on those restrictions of the grant. According to Mr. Cozadd, the scoring sheet should be able to substantiate their scoring for each. Mr. Cozadd also mentioned that if there is enough funds available, then Matrix will be managing the project.

The Chairman asked the members if they were all in agreement to reconvene the meeting at 1:00 on Tuesday September 24, 2024, to review and score each bid submission. All the members agreed.

The meeting was adjourned at 2:55 PM on 9/19/2024

Chairman Cozadd reconvened the meeting at 1:25 PM. On 9/24/24

He then asked the members if they wanted to provide input. Mrs. Noell Bell, Building Official stated that both Dalton Bros. and H & T Contractors' bids are none responsive and should be disqualified.

Motion by the Building Official, Noell Bell, seconded by the Parks and Recreation Director, Lisa Firth, the members voted 5-0 to disqualify Dalton Bros. and H & T contractors bid due to being unresponsive.

The members talked at length about each remaining responsive bidder's submissions and in the discussion, the Building Official noted for the record that to her, the most responsive bidder is Empire Builders Group, Inc. The committee discussed how Empire Builder's Group, Inc. provided approximately 15 examples of projects they have completed, similar to the Clement Taylor Park project, and how the other proposals provided a list of completed projects, but some were not similar to the Clement Taylor Park project. There was a brief discussion regarding the requirements of the Federal Grant and the Chairman spoke of how they would score the submissions, send their recommendation on to City Council, who would then make the final decision for the award of the bid, which would then be forwarded onto the County, for their consensus.

The Chairman then asked each Committee member their scores and provided the totals for each for the record:

	<u>BGN</u>	<u>Empire</u>	<u>Grand Bay</u>	<u>Biggs</u>
Bodi	55	65	70	70
Burgess	80	90	88	83
Firth	80	95	85	90
Bell	55	85	70	75
Cozadd	60	88	85	87

BGN Contractors 330

Empire Builders Grp. Inc. 423

Grand Bay 398

Biggs 405

Motion by the Deputy Public Works Director, Joe Bodi, seconded by Parks and Recreation Director, Lisa Firth, the members voted to unanimously 5-0, to recommend City Council award RFB 24-05-REC, Clement Taylor Park Restoration Project to Empire Builders Group, Inc.

4. PUBLIC COMMENTS:

None

5. ADJOURNMENT:

Having nothing further to discuss, the meeting was adjourned at 1:44 PM.

Adopted this ____ of _____ 2024.

Jeffery Cozadd, Chairman

Kim Montgomery, Deputy City Clerk

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFP 24-05-REC – Clement Taylor Park Restoration Project

August 29, 2024 – 2:00 PM

BIDDERS:

Base Bid

- 1) DALTON BROTHERS, INC. 1,639,420⁻
- 2) BIGGS CONSTRUCTION CO. 1,705,599
- 3) BEN CONTRACTORS 2,023,714⁷⁶
- 4) EMPIRE BUILDERS GROUP 1,658,575¹²
INC.
- 5) H&T CONTRACTING, LLC 1,949,778⁻
- 6) GRAND BAY CONSTRUCTION 1,588,045⁻
- 7) _____

Present at the bid opening:

Rey Bailey

City Clerk

JEFF COZADD

GRAND/PROTECT MGR

LISA FIRTH

PARKS & REC DIRECTOR

DALTON BROTHERS



RFP NO. 24-05REC

Clement Taylor Park Restoration Project

Bid Opening 8/29/2024 – 2:00PM CST

P.O. Box 426 Fort Walton Beach Florida 32549
850-226-8333
OfficeManager@DaltonBrothersInc.com

Table of Contents

1. Responsive Bidder Qualifications Statement
(Attachment 1)
2. Transmittal Letter
3. Contractor Qualifications Statement
4. Price Proposal Form (Attachment 2)
5. Completed Public Entity Crimes Form
(Attachment 3)
6. Completed Drug Free Work Place Form
(Attachment 4)
7. Completed Bid Bond (Attachment 5)
8. Proof of Insurance
9. Proof of Licensing
10. Addendums

**RFP NO. 24-05-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

☒

Name: Michael Dalton

Partnership

☐

Address: PO Box 426

Individual

☐

City, State, Zip: Fort Walton Beach, FL 32549

Other

☐

Telephone No.: 850-226-8333

Email: Officemanager@DaltonBrothersInc.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

Dalton Brothers Inc.

The address of the principal place of business is:

PO Box 426 Fort Walton Beach FL 32549

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: 2008
- b. State of Incorporation: Florida
- c. President's name: Anna Dalton
- d. Vice President's name: Michael Dalton
- e. Secretary's name: Jacob Dalton

- f. Treasurer's name: Jacob Dalton
- g. Name and address of Resident Agent: Jacob Dalton
PO Box 426
Fort Walton Beach FL 32549

3. If responsive bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:
N/A
- c. State whether general or limited partnership: N/A

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

16+ Years

Under what other former names has your organization operated?

None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC1514857

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Michael Dalton 40+ Year of commercial Construction Experience

Jacob Dalton Certified General Contractor for 16+Years

10. State the name of the individual who will have personal supervision of the work:

Jacob Dalton, Michael Dalton

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Anna Dalton, Michael Dalton

POBox 426 Fort Walton Beach FL 32549

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

N/A

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	<i>Total Work (a +b):</i>	8

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
	The First - 2000 Ninety Eight Palms Blvd Destin FL 32541	
	850654-1609	

16. What will be your turnaround time for written responses to City inquiries?

7 Business Days

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

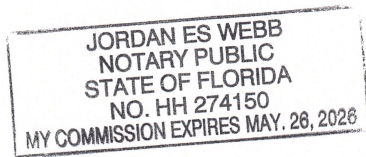
The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

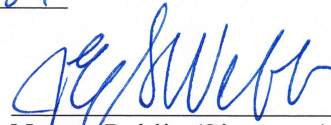
(Signed)

(Title) Director

Subscribed and sworn to before me

This 27 day of June, 2024




Notary Public (Signature)

My Commission Expires: 26 May 2026

END OF SECTION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DALTON, JACOB SAXON

DALTON BROTHERS INC
103 MEIGS DRIVE
SHALIMAR FL 32579

LICENSE NUMBER: CGC1514857

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

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



August 28, 2024

City of Destin Bid Committee
RFP NO. 24-05 REC
4200 Indian Bayou Trail
Destin, FL 32541

Bid Committee:

Dalton Brothers is a locally owned and operated company. We have been providing Construction Management and General Contracting services throughout the southeast since 2008. During this time, our firm has responsibly completed over \$50,000,000 in construction projects. Based on our core philosophies, our company has earned an unparalleled reputation. A monument to our professionalism is our many satisfied repeat clients as well as those seeking our services.

Dalton Brothers utilizes time proven construction techniques and professional subcontractors, who are under our direct supervision and management, to ensure and maintain the highest level of quality and service.

Dalton Brothers is prepared to enthusiastically dedicate all resources necessary to provide reliable support for your project. In addition, Dalton Brothers brings over Forty years of expertise in all phases of construction, including value engineering, design phase requirements, scheduling, fast-track construction and bid management. Our broad knowledge and experience will be a strong addition to your construction team.

Feel free to contact us if you have any questions or comments.

Respectfully,

Michael Dalton
Dalton Brothers Inc.
Cc: Bid File



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Destin Bid Committee
RFP NO. 24-02 REC
ADDRESS: 4200 Indian Bayou Trail
Destin, FL 32541

SUBMITTED BY: Dalton Brothers Inc.
NAME: PO Box 426
ADDRESS: Fort Walton Beach, FL 32549
PRINCIPAL OFFICE: Dalton Brothers Inc.
103 Meigs Drive
Shalimar, FL 32579

Corporation ☒
Partnership ☐
Individual ☐
Joint Venture ☐
Other ☐

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction
☐ Plumbing
☐ Other _____
(please specify)

_____ HVAC
_____ Electrical

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1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?

Established: 1977; Incorporated: 2008

- 1.2 How many years has your organization been in business under its present business name?

16 Years

- 1.2.1 Under what other or former names has your organization operated?

Dalton Brothers Builders

- 1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-president's name(s):

Incorporated: January 2008

State of Florida

President: Anna Dalton

Vice President: Michael Dalton

1.3.5 Secretary's name: **Jacob Dalton**

1.3.6 Treasurer's name: **Jacob Dalton**

- 1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

- 1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Florida Certified General Contractor License # CGC1514857

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Florida

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Miscellaneous Carpentry, Concrete, & Earthwork

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attachment A

- 3.4.1 State total worth of work in progress and under contract:

See Attachment A

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment A

- 3.5.1 State average annual amount of construction work performed during the past five years:

2,800,000.00

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attachment A

4. REFERENCES

- 4.1 Trade References:

Gary Bearden, President
Bearden Electric Inc.
1798 Lewis Turner Blvd
Fort Walton Beach, FL 32547
850-863-2131

Travis Thompson, President
Climatech of Professional Air
10210 N Palafox St
Pensacola, FL 32534
850-857-4700

- 4.2 Bank References:

The First Bank - Destin Branch
2000 Ninety Eight Palms Boulevard
Destin, FL 32541
Office: 850-654-1609
Cell: 850-974-0531
jbaldwin@thefirstbank.com

- 4.3 Surety:

- 4.3.1 Name of bonding company:

Gray Insurance Company

- 4.3.2 Name and address of agent:

Dale Waldorff 45 NE Eglin Parkway Fort Walton Beach, FL 32548

Dalton Brothers Inc. is a closely held, private company. As such, our financials are confidential. A letter/bond from our Surety has been provided in lieu of a financial statement.

5. FINANCING

5.1 Financial Statement.

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

- 5.1.3 Is the attached financial statement for the identical organization named on page one?

- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

6. SIGNATURE

6.1 Dated at _____ this _____ day of _____ 20____

Name of Organization: Dalton Brothers Inc.

By: 

Title: President

6.2



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?
20+
2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

Attached

3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

McGuires Renovation & Parking Improvements
3 Million 30% Complete
Crane Aerospace Vibration Room
1 Million 80 % Complete

4. Have you ever failed to complete work awarded to you; if so, state where and why.

No

5. Do you plan to sublet any part of this work? If so, give details.

Yes, Site improvements, paving, electrical scopes of work will be sublet with established partnering companies that we have worked with for many past projects.

6. What equipment do you own that is available for this work?

Tractors, Excavation, Lifting

7. What equipment do you plan to rent or purchase for this work?

Any Equipment necessary for rental will be procured from H&E Rentals with whom we have a long standing relationship and all necessary equipment through their wide network of yards across the Southeast.

8. Have you ever performed work under the direction of a Professional Architect/Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

Attached

9. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

L. Dale Waldorff, Partner
45 Eglin Parkway, NE, Suite 202
Fort Walton Beach, FL 32548
Office: (850) 581-4925
DaleW@waldorffinsurance.com
Jennifer L. Baldwin
Commercial Loan Officer
Vice President

NMLS#: 2256365
The First Bank - Destin Branch
2000 Ninety Eight Palms Boulevard
Destin, FL 32541
Office: 850-654-1609
Cell: 850-974-0531
jbalwin@thefirstbank.com

10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest contractors shall submit this information (if requested by Owner) to the Owner within two (2) business days of the opening of the Bids.

Will submit if requested as stated above.

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Contractor Dalton Brothers Inc

(a) The business is a Corporation

(b) The address of principal place of business is:

P0 Box 426 Fort Walton Beach FL 32549

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Anna Dalton, Michael Dalton, Jacob Dalton

RESPONSE DOCUMENT #9: LIST OF REFERENCES

- | | | |
|----|--|--|
| 1. | <u>Gulf Coast Engineering</u>
Company Name | <u>Michael Newell</u>
Contact Person |
| | <u>174 Monhan Drive</u>
Address | <u>850-864-3100</u>
Telephone Number |
| | <u>Fort Walton Beach, Fl 32547</u>
City, State, Zip | <u></u>
Email |
| 2. | <u>Eglin Federal Credit Union</u>
Company Name | <u>MDNewell@Cox.net</u>
Contact Person |
| | <u>838 Eglin Pkwy NE</u>
Address | <u>850-862-0111 Ext 1001</u>
Telephone Number |
| | <u>Fort Walton Beach, Fl 32547</u>
City, State, Zip | <u>ACampbell@EglinFCU.org</u>
Email |
| 3. | <u>Okaloosa County</u>
Company Name | <u>Roy Petrey</u>
Contact Person |
| | <u>1759 S Ferdon Blvd</u>
Address | <u></u>
Telephone Number |
| | <u>Crestview, FL 32536</u>
City, State, Zip | <u>RPetrey@myokaloosa.com</u>
Email |

**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: 8/29/2024 Primary Contact Jacob Dalton
 Company: Dalton Brothers Inc.
 Address: PO Box 426 Fort Walton Beach, FL 32549
 Telephone: (850) 226-8333 Email: Jacob@DaltonBrothersinc.com

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	90,000.00	90,000.00
1.2	Construction Stakeout	1	LS	5,000.00	5,000.00
1.3	Maintenance of Traffic	1	LS	5,000.00	5,000.00
1.4	Testing / QC Plan	1	LS	8,000.00	8,000.00
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	17,500.00	17,500.00
1.6	Remove Curb Inlet	1	EA	3,500.00	3,500.00
1.7	Grading	1	LS	25,000.00	25,000.00
1.8	Demo - Asphalt	379	SY	45.00	17,055.00
1.9	Demo – Gravel Parking Lot	2,639	SY	4.50	11,875.00
1.10	Demo – Concrete Sidewalk	128	SY	100.00	12,800.00
1.11	Demo - Bathroom	1	LS	15,000.00	15,000.00
1.12	Demo - Playground	1	LS	5,000.00	5,000.00
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS	7,000.00	7,000.00
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	8.50	95,302.00
1.15	Irrigation (design/build) – add alternate	1	LS	28,000.00	28,000.00
1.16	4” Compacted 57 Stone	1537	SY	18.00	27,666.00
1.17	8” Limerock Base (LBR 100)	1537	SY	20.00	30,740.00
1.18	12” Stabilized Subgrade (LBR 40)	1537	SY	15.00	23,055.00
1.19	12” Flat Curb	869	LF	35.00	30,415.00
1.20	6” Thick Concrete Crosswalk	40	SY	450.00	18,000.00
1.21	4” Thick Concrete Sidewalk	6,226	SF	10.00	62,260.00
1.22	24’ x 36’ Pavilion with Concrete Pad	1	LS	285,000.00	285,000.00
1.23	14’ X 14’ Octagonal Gazebo (two entrances)	1	LS	130,000.00	130,000.00
1.24	Bathroom ADA Ramp	1	LS	8,000.00	8,000.00
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	24,500.00	24,500.00
1.26	Bathroom	1	LS	250,000.00	250,000.00
1.27	Concrete Wheel Stops	30	EA	100.00	3,000.00

1.28	Striping and Signage	1	LS	15,500.00	15,500.00
1.29	Type "C" Catch Basin	5	EA	8,500.00	42,500.00
1.30	Inlet Protection	5	EA	100.00	500.00
1.31	12" RCP	155	LF	61.00	9,455.00
1.32	15" RCP	152	LF	65.00	9,880.00
1.33	Manhole	1	EA	10,000.00	10,000.00
1.35	4" Conduit	118	LF	65.00	7,670.00
1.36	6" SSC	161	LF	35.00	5,635.00
1.37	1" WSC	161	LF	25.00	4,025.00
1.38	¾" WSC	24	LF	25.00	600.00
1.39	Water and Sewer Service Connections	1	EA	5,000.00	5,000.00
1.40	Playground Equipment and Install	1	EA	210,000.00	210,000.00
1.41	Site Lighting - Electric	1	LS	79,987.00	79,987.00
	Price Sum One Million Six Hundred and Thirty Nine Thousand Four Hundred and Twenty Even			Total	1,639,420.00
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS	N/A	N/A
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS	N/A	N/A
Alt. 1.26	Bathroom	1	LS	N/A	N/A
Alt. 1.40	Playground Equipment and Install	1	EA	N/A	N/A

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.

END OF SECTION

RFP NO. 24-05-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
RFP No. 24-02-REC

2. This sworn statement is submitted by Jacob Dalton whose
business address is PO Box 426 Fort Walton Beach Florida 32549

and (if applicable) Federal Employer Identification Number (FEIN) is 26-0714266 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:
N/A)

3. My name is Jacob Dalton and my relationship to the
entity named above is Director

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

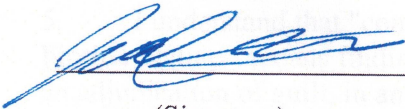
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

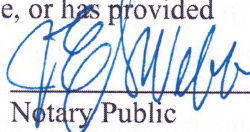
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: 6/27/24

STATE OF FLORIDA
COUNTY OF Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of June, 2023, and is personally known to me, or has provided as identification. 2024


Notary Public

My Commission expires: 26 May 2026

END OF SECTION

JORDAN ES WEBB
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 274150
COMMISSION EXPIRES MAY. 26, 2026

RFP NO. 24-05-REC
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Dalton Brothers Inc.

ADDRESS: PO Box 426

CITY: Fort Walton Beach STATE: FL ZIP CODE: 32549

TELEPHONE NUMBER: 850-226-8333

SIGNATURE:  DATE: 6/24/24

NAME (TYPED OR PRINTED): Michael Dalton

TITLE: Vice President

END OF SECTION

TITLE: President

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Dalton Brothers Inc. Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) The Gray Casualty & Surety Company for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 29 day of August, 20 24

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

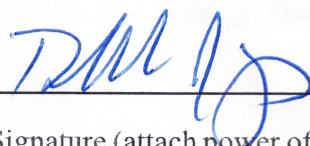
Dalton Brothers, Inc.
P.O. Box 426, Fort Walton Beach, FL 32549

Surety (Print Full Name):

The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

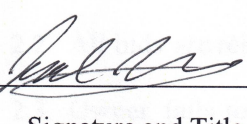
(Seal) Surety's Name and Corporate Seal

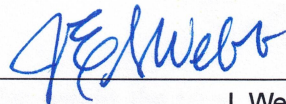
By:  (L.S.)

By: 
Signature (attach power of attorney)

Title: Michael H. Dalton, President

Title: Ronald J. Hays, Attorney-in-Fact & FL Resident Agent

Attest:  Director
Signature and Title

Attest: 
Signature and Title J. Webb, Account Executive

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

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

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

PRODUCER
M.E. Wilson Company LLC
Waldorff Insurance & Bonding
45 Eglin Parkway NE Ste 202
Fort Walton Beach FL 32548

CONTACT NAME: Dale Waldorff**PHONE**
(A/C, No, Ext): 850-581-4925**FAX**
(A/C, No): 850-581-4930**E-MAIL ADDRESS:** receptionist@waldorffinsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** National Builders Ins. Co.

16632

INSURER B: Federal Insurance Company

20281

INSURER C: Western World Ins. Co.

13196

INSURER D: Scottsdale Insurance Company

41297

INSURER E:**INSURER F:**

INSURED
Dalton Brothers, Inc.
P.O. Box 426
Fort Walton Beach FL 32549

DALT-02

COVERAGES**CERTIFICATE NUMBER:** 1931021731**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	NPP8994719	12/7/2023	12/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CXS4014201-01	12/7/2023	12/7/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 0094630 13	12/7/2023	12/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			45472493	5/18/2024	5/18/2025	Leased/Rented Equip: 100,000 Scheduled Equip: 28,000 Deductible: 1,000

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

Project: BD # TB AP 61-24 Expansion of parking lot and parking lot lights, ADA Bathrooms, Bus Station Building, and pedestrian walkways and gates. Certificate Holder and Mott MacDonald Florida LLC are listed as Additional Insured, when required by written contract, as pertains to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability & Workers Compensation

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County Board of County Commissioners
5479A Old Bethel Rd.
Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DALTON, JACOB SAXON

DALTON BROTHERS INC
103 MEIGS DRIVE
SHALIMAR FL 32579

LICENSE NUMBER: CGC1514857

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/26/2024

Do not alter this document in any form.

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





General Contractors

• Project Managers •

Consultants

P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

RFP NO. 24-05 REC

CLEMENT TAYLOR PARK RESTORATION PROJECT

CITY OF DESTIN, FLORIDA

2 PM 8/29/2024

SUBMITTED BY:

BIGGS CONSTRUCTION COMPANY, INC

PO BOX 1552

PENSACOLA, FL 32591

850.430.4307

FEIN# 01-0607449

FL LICENSE # CGC052075

GEORGE@GABIGGS.COM



P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

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- Qualification Statement Form (Attachment 1)
- Transmittal Letter & Qualification Statement
- Price Proposal Form (Attachment 2)
- Public Entity Crime Form (Attachment 3)
- Drug Free Workplace Certification Form (Attachment 4)
- Bid Bond (Attachment 5)
- Proof of Insurance
- Proof of Licensing & Certifications
- Addendums
- Contract Provisions (Attachment 6)
- Federally Required Contract Clauses (Attachment 7)



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Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

QUALIFICATION STATEMENT FORM

Attachment 1

RFP NO. 24-05-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

☒

Name: Biggs Construction Co., Inc.

Partnership

☐

Address: 2510 N. Pace Blvd.

Individual

☐

City, State, Zip: Pensacola, FL 32505

Other

☐

Telephone No.: 850. 430. 4307

Email: george@gabiggs.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

Biggs Construction Company, Inc.

The address of the principal place of business is:

2510 N. Pace Blvd.

Pensacola, FL 32505

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: 1/22/02

b. State of Incorporation: Florida

c. President's name: George A. Biggs

d. Vice President's name: Jason Graves

e. Secretary's name: Laura Schoen

- f. Treasurer's name: George A. Biggs
- g. Name and address of Resident Agent: George Biggs
P.O. Box 1552
Picola, FL 32591

3. If responsive bidder is an individual or a partnership, answer the following:

- a. Date of organization: 2002
- b. Name, address and ownership units of all partners:
- George Biggs 100 %
P.O. Box 1552
Pensacola, FL 32591
- c. State whether general or limited partnership: Corporation

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

11 years as Biggs Construction Co, Inc.

Under what other former names has your organization operated?

JMG Specialties, Inc.

Biggs Green Construction Services, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

FEIN : 010607449 CGC 052075 Commercial
CGC 1523077 residential
Home Inspector H16519 Al. License 41684

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See attached Key Personnel
(next page)

10. State the name of the individual who will have personal supervision of the work:

Unknown @ this time

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Bruce Partington
Clark Partington ; 125 E. Intendencia St.
Picoa, Al. 32502

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

George Biggs 100%



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Aia Attachment 3.6

Key Personnel Experience

George A. Biggs; President

Owner – Biggs Construction Company, Inc.
23 years Owner/Contractor Commercial General Construction
7 years Project Manager Commercial General, Military Construction
10 years Project Manager Commercial Retail Space Construction
3 years Superintendent, Commercial General Construction
Licensed General Contractor State of Florida and State of Alabama
Board Member / Committee Member, Board Member of numerous civic activities
Boy Scout Leader 14 years
Member, Construction Specification Institute, Masonry Affiliates Southeast
Qualified Storm Water Management Inspector; LEED Green Associate
State of Florida licensed Home Inspector
B.S. Building Construction; School of Architecture, University of Florida, 1985

Jase Graves; Vice President, Project Manager

3 years Vice President and 5 years Project Manager – Biggs Construction Company, Inc.
Licensed General Contractor State of Florida
(37 years construction experience)

Laura Schoen; Administration

18 years Office Administrative Coordinator – Biggs Construction Company, Inc.
(27 years combined continual office administrative support/management)

Tim Price; Field Superintendent

21 years General Superintendent – Biggs Construction Company, Inc.

Mark Madison; Field Superintendent

21 years General Superintendent – Biggs Construction Company, Inc.

Mike McManus; Field Superintendent

10 years General Superintendent – Biggs Construction Company, Inc.

Coyce Simmons; Field Superintendent

10 years General Superintendent – Biggs Construction Company, Inc.

Zack Slavin; Project Manager

4 years – Biggs Construction Company, Inc.
Licensed General Contractor State of Florida

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Biges Construction Company, Inc.
G.A. Biges Construction company, Inc.

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	Total Work (a +b):	7

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
Hancock Whitney	- Garden St.	850 444 3220
Morgan Stanley	- Palafox St.	850 433 3156

16. What will be your turnaround time for written responses to City inquiries?

5 business days

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Owner / President

Subscribed and sworn to before me

This 29 day of August, 2024



Laura Schoen
Notary Public (Signature)

My Commission Expires: 10-16-26

END OF SECTION



Construction Company, Inc.

General Contractors

• Project Managers

• Consultants

P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

TRANSMITTAL LETTER
&
QUALIFICATION STATEMENT



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

**Clement Taylor Park Restoration Project
Responsive Bidder Qualification Statement and Transmittal Letter
Attachment #1**

August 29, 2024

City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, FL 32541

Biggs Construction Company, Inc. is excited that the City of Destin has decided to invest in improving its public access to the most beautiful waterfront in the world and we are eager to assist with this project. To provide insight into our firm, we offer the following qualifications and responses to specific items mentioned within the RFP.

BCC works only in NW Florida and South Alabama. Our project management and supervision crews have been with our company for over 15 years on average. Our desire is to provide quality work that will ensure continued request for our services in the future. This philosophy has worked well and we have developed a reputation that does not require us to continually solicit for work. We pick and choose projects that interest us to go after, like Clement Taylor Park, and expend our resources to provide accurate and complete proposals.

We have no particular construction niche. Because we do not travel, we ebb and flow with the local demand. Our personnel have built high rise buildings, offices, heavy earthwork projects, churches, playing fields, gyms, restaurants, bars, industrial and manufacturing facilities. What has our interest in Clement Taylor Park is that we just finished 2 projects and are finishing another very similar to Clement Taylor for the City of Pensacola Parks and Recreation department and we enjoyed working on them tremendously. They included a 13 acre, 2 phase multi use park "Bruce Beach" and tennis courts at Roger Scott Tennis Center.

We have history constructing within the City of Destin including retail shell building renovations, interior finishes and building expansions. We have a wide and current vender and subcontractor base in Okaloosa and Walton County to partner with us.

Again, we are excited for the City of Destin and are pleased to be considered to construct this project for you. Contact us if you have any questions or need further information and please visit our website at www.biggsconstructionco.com to review current and past projects.

Sincerely,


George A. Biggs
President



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Biggs Construction Company, Inc. Company Resume

Biggs Construction Company, Inc. was established in January of 2002. This firm was created to address the needs of local businesses and property owners in NW Florida and South Alabama by providing consultation, project management and construction services on a team level. The firm provides local construction knowledge ranging from every conceivable aspect of heavy and light commercial construction. Our market is undefined but our predominant focus is on heavily managed, complex, non-typical developments with a strong emphasis on an Owner / Designers / Contractor team approach. Our optimal volume is no more than the amount that the core management and supervision can personally cover. Biggs Construction contracts work as a general contractor, project management and as consultants.

Mission Statement / Quality Statement

To foster a positive and equitable building environment for owners, designers and contractors, to work one-on-one with clients through their major project phases including, but not limited to: conception, design, scheduling, budgeting and physical on-site construction operations. Quality of work and communication is paramount in providing the most cost effective approach to any task. This in turn will cultivate trust between all parties involved.

Quality Assurance

Per item 5.7 of the RFP

Quality Assurance on our projects is tasked to be the responsibility of all employees on staff. Vice President, Jase Graves, is director of all quality control measures. Jase holds commercial construction license in the state of Florida and has worked as CQC for Corps of Engineers projects in Hurlburt Field and Eglin Air Force Base. The magnitude of the projects he has been CQC in the past range from \$200,000 to \$108,000,000.00. Jase will oversee all material purchase, submittal review and approval, material receipt and installation, inspection, commissioning and warranty documents. Jase will be the city contact for progress meetings, reporting, scheduling etc...

Our average supervisory personnel have been with our firm for over 15 years and understand our commitment to providing quality projects. They have the authority to accept or reject any directive or installation for any quality control or safety concern without approval or other from other personnel. They also have the authority to approve directives from the designer or owner, as may be presented in the field. This allows for quick and decisive resolutions.



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Price Proposal

Our proposal is based on the plans and specifications provided, including all sole source material manufacturers and vendors. We have received Addendum #1. Our price proposal is included within Attachment #2 "Price Proposal Form".

We understand our current proposed value is greater than the \$1,500,000.00 budget set for this project.

There were a number of specific specified products requested in our proposal value including the pre-manufactured bath building, playground equipment and pavilion. The prices received for the sole source materials noted are as follows:

Public Restroom Company	Prefabricated Restroom Building	\$329,849.00
Struthers Recreation	Playground Equipment	\$212,926.82
Struthers Recreation	Alternate open timber truss shelter	\$129,915.25
Gazebo Creations	Gazebo	\$22,878.00

This is the majority of the value of our proposal and adjustment to these requirements, opening up this work to other manufacturers and / or considering building the work (Bath and Timber Structure) on site could reduce the overall cost of the work considerably.

Qualifications and Experience / Past Performance

Biggs Construction has been constructing projects in NW Florida and South Alabama since 2002. Clement Taylor Park complexity and contract value fits right within standard size and scope of work contracted over this period. We recently completed and are constructing over \$10,000,000.00 in park projects very similar to Clement Taylor Park for The City of Pensacola Parks Department.

See AIA A-305 "Summarized Project Listing", attached for major work history and contact numbers. We invite you to contact any client we have worked for in the past for a reference.

Our personnel have all worked together for an average of over 10 years. See AIA Attachment 3.6 "Key Personnel Experience", attached.

Photograph of recently completed project, Bruce Beach Phase 1, attached.

**AIA A-305, Attachment 3.5
Summarized Project Listing
Major Construction Work Complete**

Highlight indicates, design build and/or cost plus or GMP contract agreements

Dr. and Mrs. Coleman Residence

Owner: Dr. and Mrs. Alex Coleman
Architect: SMP Architects
Contract Value: 1.2 M
Contact: William Brantley 850-432-7772

Demolition, Removal, Site improvements, sidewalks, pedestrian bridge, shade structure, play equipment and historical signage in a new public park on property in historical section of downtown, Pensacola, Florida

Bruce Beach Phase 1

Owner: The City of Pensacola
Architect: HDR Architects
Contract Value: 6.5M
Contact: Brad Hinote 850-435-1646
Allen Vinson; Architect, HDR 850-432-6800

Demolition, Removal, Site improvements, sidewalks, pedestrian bridge, shade structure, play equipment and historical signage in a new public park on property in historical section of downtown, Pensacola, Florida

Roger Scott Tennis Center

Owner: The City of Pensacola
Architect: Mott MacDonald Florida, LLC
Contract Value: 3.4M
Contact: Amy Tootle 850-435-1755

Removal and replacement of 12ea tennis courts and related accessories and lighting.

Pensacola Yacht Club

Owner: Pensacola Yacht Club
Architect: Hal Norris and Associates
Contract Value: 1.6M
Contact: Jim Warwick 850-433-8804

Historic renovation and expansion of dining and bar area.

AIA A-305, Attachment 3.4

Summarized Project Listing Major Construction Projects Under Contract

Highlight indicates, design build and/or cost plus or GMP contract agreements

Bruce Beach Phase 2

Owner: The City of Pensacola
Architect: Mott MacDonald Florida, LLC
Contract Value: 4.5M
Percent Complete: 50%
Contact: Brad Hinote, Engineer, City of Pensacola 850-435-1646
Allen Vinson; Architect, HDR 850-432-6800

Demolition, Removal, Site improvements, sidewalks, dock in a new public park on property in historical section of downtown, Pensacola, Florida.

Pensacola City Council Chambers

Owner: The City of Pensacola
Architect: DAG Architects
Contract Value: .4M
Percent Complete: 90%
Contact: Amy Tootle; Public Works Director 850-435-1755
David Luttrell; DAG Architects 850-429-9004

Interior Renovation of City Hall Council Chambers.

AIA A-305, Attachment 3.4

Summarized Project Listing Major Construction Projects Under Contract

Highlight indicates, design build and/or cost plus or GMP contract agreements

Bruce Beach Phase 2

Owner: The City of Pensacola
Architect: HDR Engineering, Inc.
Contract Value: 4.5M
Percent Complete 50%
Contact: Brad Hinote, Engineer, City of Pensacola 850-435-1646
Allen Vinson; Architect, HDR 850-432-6800

Demolition, Removal, Site improvements, sidewalks, dock in a new public park on property in historical section of downtown, Pensacola, Florida.

Pensacola City Council Chambers

Owner: The City of Pensacola
Architect: DAG Architects
Contract Value .4M
Percent Complete 90%
Contact: Amy Tootle; Public Works Director 850-435-1755
David Luttrell; DAG Architects 850-429-9004

Interior Renovation of City Hall Council Chambers.

**AIA A-305, Attachment 3.5
Summarized Project Listing
Major Construction Work Complete**

Highlight indicates, design build and/or cost plus or GMP contract agreements

Dr. and Mrs. Coleman Residence

Owner: Dr. and Mrs. Alex Coleman
Architect: SMP Architects
Contract Value: 1.2 M
Contact: William Brantley 850-432-7772

Demolition, Removal, Site improvements, sidewalks, pedestrian bridge, shade structure, play equipment and historical signage in a new public park on property in historical section of downtown, Pensacola, Florida

Bruce Beach Phase 1

Owner: The City of Pensacola
Architect: HDR Engineering, Inc.
Contract Value: 6.5M
Contact: Brad Hinote 850-435-1646
Allen Vinson; Architect, HDR 850-432-6800

Demolition, Removal, Site improvements, sidewalks, pedestrian bridge, shade structure, play equipment and historical signage in a new public park on property in historical section of downtown, Pensacola, Florida

Roger Scott Tennis Center

Owner: The City of Pensacola
Architect: Mott MacDonald Florida, LLC
Contract Value: 3.4M
Contact: Amy Tootle 850-435-1755

Removal and replacement of 12ea tennis courts and related accessories and lighting.

Pensacola Yacht Club

Owner: Pensacola Yacht Club
Architect: Hal Norris and Associates
Contract Value: 1.6M
Contact: Jim Warwick 850-433-8804

Historic renovation and expansion of dining and bar area.

Juan's Flying Burrito

Owner: Juan's Flying Burrito, LLC
Architect: SMP Architecture
Contract Value: \$.6M
Contact: Warren Chapoton 504-400-7521

Restaurant and bar within historic building in downtown Pensacola

St Pauls Catholic School Gymnasium

Owner: Diocese of Pensacola – Tallahassee
Architect: BTA Architecture
Contract Value: \$ 3M
Contact: Rob Bennett 850-435-3542

New Construction of a Middle School basketball gym, exterior courtyard, playing fields and support structures

Emerald Coast Emporium

Owner: Sundial/Emporium, LLC
Architect: DAG Architects
Contract Value: \$ 2 M
Contact: John Harrison 850-857-4700
Renovation and expansion of façade of an existing shopping center, parking and common areas

The Joint

Owner: 10 S Palafox, LLC
Architect: McWorter Valle Design
Contract Value: \$.5M
Contact: David Sharruf 504-400-7379
Bar and restaurant within historic building.

Jefferson Street Apartments

Owner: 10 S Palafox, LLC
Architect: McWorter Valle Design
Contract Value: \$.4M
Contact: David Sharruf 504-400-7379
Luxury downtown apartments within historic building



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

AIA Attachment 3.6

Key Personnel Experience

George A. Biggs; President

Owner – Biggs Construction Company, Inc.
23 years Owner/Contractor Commercial General Construction
7 years Project Manager Commercial General, Military Construction
10 years Project Manager Commercial Retail Space Construction
3 years Superintendent, Commercial General Construction
Licensed General Contractor State of Florida and State of Alabama
Board Member / Committee Member, Board Member of numerous civic activities
Boy Scout Leader 14 years
Member, Construction Specification Institute, Masonry Affiliates Southeast
Qualified Storm Water Management Inspector; LEED Green Associate
State of Florida licensed Home Inspector
B.S. Building Construction; School of Architecture, University of Florida, 1985

Jase Graves; Vice President, Project Manager

3 years Vice President and 5 years Project Manager – Biggs Construction Company, Inc.
Licensed General Contractor State of Florida
(37 years construction experience)

Laura Schoen; Administration

18 years Office Administrative Coordinator – Biggs Construction Company, Inc.
(27 years combined continual office administrative support/management)

Tim Price; Field Superintendent

21 years General Superintendent – Biggs Construction Company, Inc.

Mark Madison; Field Superintendent

21 years General Superintendent – Biggs Construction Company, Inc.

Mike McManus; Field Superintendent

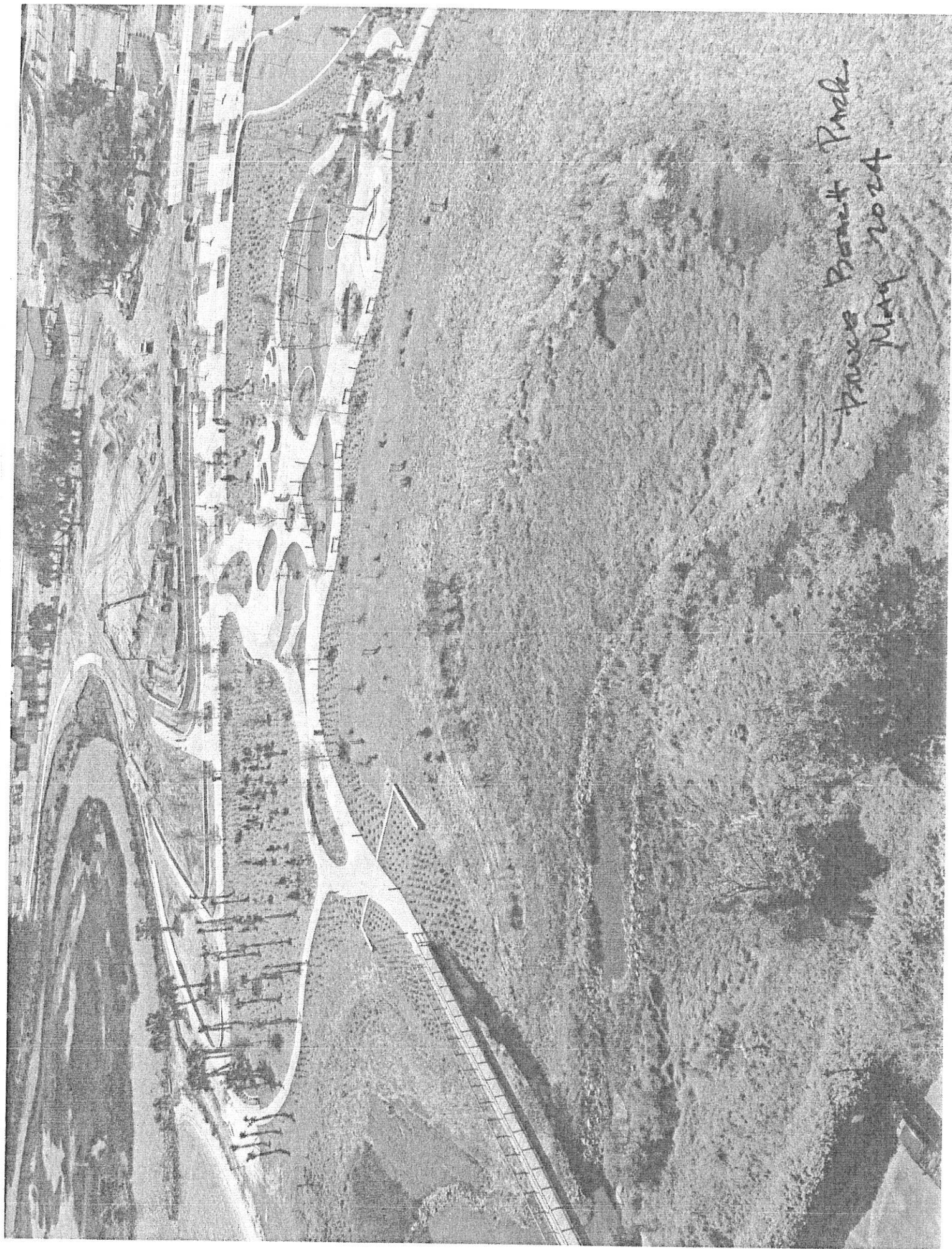
10 years General Superintendent – Biggs Construction Company, Inc.

Coyce Simmons; Field Superintendent

10 years General Superintendent – Biggs Construction Company, Inc.

Zach Slavin; Project Manager

4 years – Biggs Construction Company, Inc.
Licensed General Contractor State of Florida



James Bond Park
May 2024

Bruce Bennett Park
Paso Robles, CA





P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Financial Qualifications

Biggs Construction prides itself on the fact that they are in no debt and only take on projects in a value that they have cash on hand to construct. Full financial statements can be made available upon request. We have attached a draft copy of Biggs Construction Balance sheet through December 2023, as produced by Miller CPA, letter from Hancock Bank dated June 2024, and letter from Daniels Commercial Insurance dated May 2024.

BIGGS CONSTRUCTION COMPANY, INC. AND AFFILIATE
COMBINED BALANCE SHEET
DECEMBER 31, 2023

Current Assets:

Cash and cash equivalents	\$ 1,270,949
Investments	175,889
Contract receivables	713,194
Total current assets	<u>2,160,032</u>

Property and Equipment, net

535,264

Total Assets

\$ 2,695,296

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities:

Current maturities of long-term debt	\$ 19,257
Accounts payable	32,128
Contract liabilities	714,624
Accrued expenses and other liabilities	33,574
Total current liabilities	<u>799,583</u>

Long-Term Debt, less current maturities:

16,048

Total liabilities

815,631

Stockholder's Equity:

Common stock, \$.10 and \$1 par value; 11,000 shares authorized, and 3,000 issued and outstanding	1,200
Additional paid-in-capital	13,800
Retained earnings	1,864,665
Total stockholder's equity	<u>1,879,665</u>

Total Liabilities And Stockholder's Equity

\$ 2,695,296

See independent accountant's review report and the accompanying notes.



June 27, 2024

Re: Biggs Construction Company Inc.

To Whom it May Concern:

Mr. George Biggs, of Biggs Construction Company Inc., has requested that I furnish you with information regarding Biggs Construction Company Inc. and their banking relationships with Hancock Whitney Bank.

Biggs Construction Company Inc. has been a depositor of our bank since August, 2013. They presently maintain two deposit accounts with us, which combined average a high-six figure balance. These accounts have always been maintained very satisfactorily.

Presently we have a mid-six (6) figure line of credit to Biggs Construction, Inc. This line has a zero balance, at this time. Again, this loan has always been handled as agreed.

Hancock Whitney Bank values the relationships it currently has with Biggs Construction Company Inc. and the principals of the company.

I am hopeful that this information will give you some comfort in the accommodation of our customer's needs. If you are in need of any further information, please do not hesitate to contact me at 444-3231.

Sincerely,

Robert Maloy
SVP Commercial Lending
101 West Garden Street
Pensacola, FL 32502
850-444-3231
robert.maloy@hancockwhitney.com



May 30, 2024

Culbertson Family, LLC
c/o Grace Hebert Curtis Architects, LLC
6350 Pensacola Blvd
Pensacola, FL 32505

RE: Surety Bonding Capacity- Biggs Construction Company, Inc.

To Whom It May Concern:

Please be advised that Daniels Commercial Insurance through NGM Insurance Company, A Member of the Main Street America Group, provides Performance and Payment Bonds for Biggs Construction Company, Inc. NGM Insurance Company has an A.M. Best Rating of A (Excellent) XV.

Biggs Construction Company, Inc. is a valued and respected Surety client of NGM Insurance Company. NGM Insurance Company has always been able to favorably respond to any request for surety credit made by Biggs Construction Company, Inc. Biggs Construction Company, Inc. and its owners have an established surety program for individual projects in the \$7,500,000 range with aggregate bonding capacity of \$15,000,000. However, these limits do not represent the maximum the surety would consider supporting on behalf Biggs Construction Company, Inc.

NGM Insurance Company expects to be in a position to issue the necessary surety credit for final bonds on your projects subject to acceptable contract terms and bond forms. Final approval will also be subject to underwriting criteria at the time of the request for final bonds. NGM Insurance Company assumes no liability to third parties or to you if for any reason they do not execute said bonds.

We have the utmost confidence in Biggs Construction Company, Inc.'s abilities and have no reservation in giving this company our highest recommendation. Should you have any questions please do not hesitate to call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Shelby E. Daniels', written in a cursive style.

Shelby E. Daniels
Principal

P.O. Box 12465 Pensacola, FL 32591 | 120 E Main St, Ste D, Pensacola, FL 32502
T 850.308.7710 | F 850.308.7716 | www.DCINSLLC.com

Project Approach

General schedule for the project is attached which follows the City of Destin's anticipated award and start dates. Based on current submittal, design and manufacture time for the pre-manufactured bath house, it will be running critical path for the work. Therefore, the schedule is set backwards from the date of anticipated delivery of the building to dictate the appropriate physical start date to eliminate unnecessary removal of access of the public from the park for any additional time period. This delays start of construction by 2 months (start delay for manufacture) to provide a seamless physical construction sequence.

From award, the project can complete prior to December 2025. As mapped, the time frame the park will be unavailable to the public or the physical construction time period is anticipated to be no longer than 8 or 9 months.

The sequence of the work is basically bottom up, underground to roof and, due to limited access, West to East. Critical work sequence is design, permitting, material approvals, material manufacture (bath house), bath house set, parking lot and last, landscaping.

Cost Control for the work is Biggs Construction responsibility. We operate sophisticated cost tracking accounting methods and can track and account for any and all actual costs expended during the course of construction against budgeted values for same and recognize deviations early enough to adjust as needed to avoid budget revisions. We are interested in making initial overhead and profit margins only and changes in the work cost more to everyone than you can ever recoup, so we avoid them whenever possible.

We have worked the area for years and the site conditions at Clement Taylor Park do not pose any irregular issues that may need to be compensated for. We will need to run an asbestos and other investigative reports to request demolition permits, but upon our site review do not anticipate any concerns with that or any other type of unforeseen conditions.

To maintain control of the work, we expect to self-perform the majority of the labor needed for the work including, demolition, site improvements, concrete, carpentry and specialties. Due to the delay with the start of the work, with approval and contract 3 months prior to physical work start, we can easily plan to insure proper crews are available to start work timely.

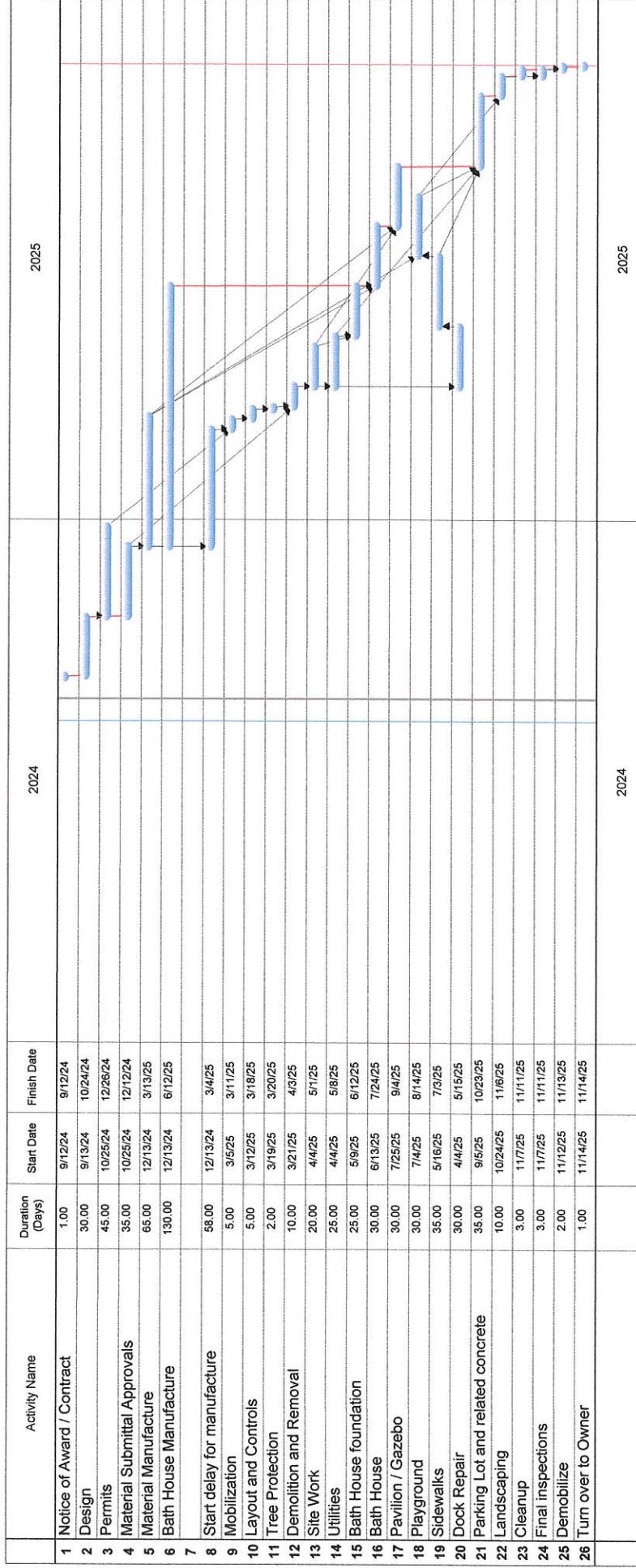


P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Biggs Construction Co., Inc.

Clement Taylor Park
Restoration Project
City of Destin

Proposed Job Schedule



FRP Request 7.0
Price Proposal Requirements

Fees and non- specific items included in the proposal

- | | |
|-------------------------------|-------------|
| • Tree Protection | \$400.00 |
| • Utility Service fees | NIC |
| • Tie into existing utilities | Included |
| • Final Survey | \$3,200.00 |
| • NPDES Review | \$2,120.00 |
| • Permits | \$4,500.00 |
| • Rails at Handicap Ramp | \$15,540.00 |
| • Dock Wood Replacement | \$12,339.00 |
| • Insurance and Bonds | \$24,471.00 |

Product Information and workmanship warranty

- All work included is as noted or specified.
- BCC to provide a one-year material and workmanship warranty for all work contracted.
- Specified materials include specified manufacturer warranty.
- "Public Restroom Company" work includes 5-year warranty from date of installation.

Project Approach

- Prior to any physical work on the project all saved equipment and trees will be identified and safety barriers installed, layout controls will be identified and protected and utility locations made and logged. Site access will be fenced off and signage installed. On site lockable storage and conditioned office space will be set with temporary facilities and trash dumpster.
- We anticipate one skid steer, backhoe and forklift will be on site for the duration of the project, at a minimum.
- Prior to physical start, we will expect all materials and equipment to be submitted and approved and manufacturing started.
- We will request pre-construction meeting for all parties to meet and understand flow of paperwork and communication and initially request weekly meetings until the job is bought out and in process, then change to bi-weekly or as needed with a minimum of once per month on site meetings.
- Project will be built from west to east to avoid equipment passing over finished materials.



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General Contractors

• Project Managers

• Consultants

PRICE PROPOSAL FORM

ATTACHMENT 2

**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: 8/29/24 Primary Contact George A. Briggs
 Company: Biggs Construction Company, Inc.
 Address: P.O. Box 1552 Pcdla, FL 32591
 Telephone: (850) 430 4307 Email: george@gabriggs.com

Item	Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	4865.00 4865.00
1.2	Construction Stakeout	1	LS	1112.00 1112.00
1.3	Maintenance of Traffic	1	LS	3280.40 3280.40
1.4	Testing / QC Plan	1	LS	5212.50 5212.50
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	3320.71 3320.71
1.6	Remove Curb Inlet	1	EA	625.50 625.50
1.7	Grading	1	LS	30,357.60 30,357.50
1.8	Demo - Asphalt	379	SY	26.41 10,010.78
1.9	Demo - Gravel Parking Lot	2,639	SY	4.98 13,149.04
1.10	Demo - Concrete Sidewalk	128	SY	46.26 5,921.40
1.11	Demo - Bathroom	1	LS	4517.50 4517.50
1.12	Demo - Playground	1	LS	10,425.00 10,425.00
1.13	Silt Fence - Regular (927 LF) and Tree Protection	1	LS	10,425.00 10,425.00
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	7.07 79,230.00
1.15	Irrigation (design/build) - add alternate	1	LS	4170.00 4170.00
1.16	4" Compacted 57 Stone	1537	SY	23.29 35,803.62
1.17	8" Limerock Base (LBR 100)	1537	SY	32.16 49,428.40
1.18	12" Stabilized Subgrade (LBR 40)	1537	SY	6.36 9,780.04
1.19	12" Flat Curb	869	LF	27.44 23,841.28
1.20	6" Thick Concrete Crosswalk	40	SY	251.83 10,073.33
1.21	4" Thick Concrete Sidewalk	6,226	SF	10.61 66,076.33
1.22	24' x 36' Pavilion with Concrete Pad	1	LS	180,581.85 180,581.85
1.23	14' X 14' Octagonal Gazebo (two entrances)	1	LS	35,275.42 35,275.42
1.24	Bathroom ADA Ramp	1	LS	28,572.84 28,572.84
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	17,149.82 17,149.82
1.26	Bathroom	1	LS	518,862.00 518,862.00
1.27	Concrete Wheel Stops	30	EA	215.45 6,463.50

1.28	Striping and Signage	1	LS	2043.30	2043.30
1.29	Type "C" Catch Basin	5	EA	6950.00	34,750.00
1.30	Inlet Protection	5	EA	903.50	4,517.50
1.31	12" RCP	155	LF	87.44	13,552.50
1.32	15" RCP	152	LF	96.02	14,595.00
1.33	Manhole	1	EA	13,900.00	13,900.00
1.35	4" Conduit	118	LF	37.11	4,378.50
1.36	4" SSC	161	LF	266.78	42,951.00
1.37	1" WSC	NIL	LF	0.01	1.00
1.38	3/4" WSC	190	LF	34.75	6602.50
1.39	Water and Sewer Service Connections	1	EA	1.00	1.00
1.40	Playground Equipment and Install	1	EA	295,967.14	295,967.14
1.41	Site Lighting - Electric	1	LS	103,808.24	103,808.24
	Price Sum			Total	1,705,599.00
	DEDUCTIVE ALTERNATES FROM BASE BID.				
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS	139,747	139,747.00
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS	27,912	27,912.00
Alt. 1.26	Bathroom	1	LS	612,061.00	612,061.00
Alt. 1.40	Playground Equipment and Install + demo	1	EA	251,618	251,618.00

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.

END OF SECTION



Construction Company, Inc.

General Contractors

• Project Managers

• Consultants

P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

PUBLIC ENTITY CRIME FORM

ATTACHMENT 3

**RFP NO. 24-05-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFP No. 24-05-Rec Clement Taylor Park Restoration Project
2. This sworn statement is submitted by Biggs Construction Co, Inc. whose business address is 2510 N. Pace Blvd. Pensacola, FL 32591

and (if applicable) Federal Employer Identification Number (FEIN) is 010607449 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is George A. Biggs and my relationship to the entity named above is owner / President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

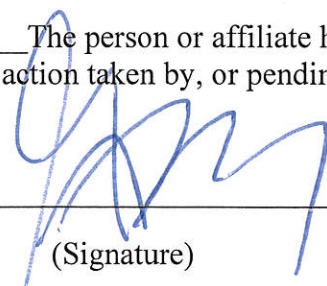
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



(Signature)

Date: 8/29/24

STATE OF FLORIDA
COUNTY OF Escambia



PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of August, 2024, and is personally known to me, or has provided as identification.

Laura Schoen



P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

General Contractors

• Project Managers •

Consultants

DRUG FREE WORKPLACE CERTIFICATION FORM

ATTACHMENT 4

Notary Public

My Commission expires:

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Biggs Construction Company, Inc.

ADDRESS: 2510 N. Pace Blvd.

CITY: Pensacola STATE: FL ZIP CODE: 32505

TELEPHONE NUMBER: 850 430 4307

SIGNATURE: [Signature] DATE: 8/29/24

NAME (TYPED OR PRINTED): Owner / President



Construction Company, Inc.

General Contractors

• Project Managers

• Consultants

P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

BID BOND
ATTACHMENT 5

TITLE: _____

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Biggs Construction Company, Inc. Principal, and NGM Insurance Company as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (Five percent (5%) of the Contract Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 21st day of August, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Biggs Construction Company, Inc.

Surety (Print Full Name):

NGM Insurance Company

(Seal) Surety's Name and Corporate Seal

By:

(L.S.)

By:

Signature (attach power of attorney)

Title:

Title: Mark W. Edwards, II, Attorney-in-Fact

Attest:

Attest:

Signature and Title

Alisa B. Ferris, Vice President - Surety
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith, Kimberly Rochester, Gabriella Bozzano, Krista Shelnett** ----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

21st day of August, 2024.

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431

Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



Construction Company, Inc.

General Contractors

•

Project Managers

•

Consultants

P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

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

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

PRODUCER Daniels Commerical Insurance, LLC P.O. Box 12465 Pensacola FL 32591	CONTACT NAME: Daniels Commerical Insurance, LLC	
	PHONE (A/C, No, Ext): 850-308-7710	FAX (A/C, No): 850-308-7716
	E-MAIL ADDRESS: service@dcinsllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: BITCO General Insurance Corporation	20095
	INSURER B: Nautilus Insurance Company	17317
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Biggs Construction Company, Inc.
Post Office Box 1552
Pensacola FL 32591-1552

BIGGCON-01

COVERAGES**CERTIFICATE NUMBER:** 948610503**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3744434	6/2/2024	6/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP			CAP3744435	6/2/2024	6/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit(Per Person) \$ 10,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			CUP3744436	6/2/2024	6/2/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3744433	6/2/2024	6/2/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased, Rented or Borrowed Contractors Equipment Contractor's Pollution Liab			CLP3744434 CLP3744434 CPL204066211	6/2/2024 6/2/2024 6/2/2024	6/2/2025 6/2/2025 6/2/2025	L/R Max per Item 700,000 CE: Schedule on File POLL: Ea Occ/Agg 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



P.O.Box 1552
Pensacola, FL. 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers

• Consultants

PROOF OF LICENSING & CERTIFICATION

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

BIGGS, GEORGE A

BIGGS CONSTRUCTION COMPANY, INC.
2510 NORTH PACE BLVD
PENSACOLA FL 32505

LICENSE NUMBER: CGC052075

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024

Do not alter this document in any form.

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





2023 / 2024 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
BEN ANDERSON
Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: BIGGS CONSTRUCTION COMPANY, INC.

ACCOUNT NUMBER: 150372

EXPIRES: SEPTEMBER 30, 2024

RECEIPT NUMBER: 3600100774627

TYPE OF BUSINESS: Regulated

BUSINESS ADDRESS: 2510 N PACE BLVD

PENSACOLA, FL 32505-5612

BIGGS CONSTRUCTION COMPANY, INC.

2510 N PACE BLVD

PENSACOLA, FL 32505-5612

THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-24017439 35.00 08/06/2024

Paid
08/06/2024

RENEW ANNUALLY AT

OkaloosaTax.com

E-check is FREE



SCAN WITH
PHONE
TO RENEW



2024 / 2025 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
BEN ANDERSON
Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: BIGGS CONSTRUCTION COMPANY, INC.

ACCOUNT NUMBER: 150372

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2510 N PACE BLVD

PENSACOLA, FL 32505-5612

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Paid 0-24017439 35.00 08/06/2024

Paid
08/06/2024

RENEW ANNUALLY AT

OkaloosaTax.com

E-check is FREE



SCAN WITH
PHONE
TO RENEW

Biggs Construction Company, Inc.

License cannot be printed at this time. You do not have access to it.
License cannot be printed at this time. License has not been issued.

Details | Tab Elements | Main Menu

License Details

License Type:	General Contractor (BTR)	District:	Destin	Applied Date:	06/26/2024
Account Number:		Issued By:	Burney, Sherry	Period Start Date:	
Status:	Submitted - Online			Expiration Date:	01/01/2999

Description: CGC010607449 - Florida
41684 - Alabama

License Locations Fees Attachments Contacts More Info

Next Tab | License Details | Main Menu

Company Name:	Biggs Construction Company, Inc.	DBA:	Biggs Construction Company, Inc.	Open Date:	
Company Type:	Corporation	Status:	Applied	Closed Date:	

ESCAMBIA COUNTY BUSINESS TAX RECEIPT



Scott Lunsford
Escambia County Tax Collector
GENERAL CONTRACTOR

BIGGS CONSTRUCTION CO

PO BOX 1552
PENSACOLA, FL 32591

2024/2025

EXPIRES: SEPTEMBER 30, 2025

BUSINESS: BIGGS CONSTRUCTION CO

ACCOUNT NO: 591568

OWNER NAME: BIGGS GEORGE

LOCATION: 2510 N PACE BLVD GROUP TYPE: 30102 TOTAL: 26.25

Paid 08/12/2024

26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

Scott Lunsford · Escambia County Tax Collector

ESCAMBIA COUNTY BUSINESS TAX RECEIPT



Scott Lunsford
Escambia County Tax Collector
GENERAL CONTRACTOR (RESIDENTIAL
CONSTRUCTION)

G.A. BIGGS CONSTRUCTION COMPANY, INC

2510 NORTH PACE BLVD
PENSACOLA, FL 32505

2024/2025

EXPIRES: SEPTEMBER 30, 2025

BUSINESS: G.A. BIGGS CONSTRUCTION COMPANY, INC

ACCOUNT NO: 714323

OWNER NAME: G.A. BIGGS CONSTRUCTION COMPANY, IN

LOCATION: 2510 NORTH PACE GROUP TYPE: 30102 TOTAL: 26.25

Paid 08/12/2024

26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY



P.O.Box 1552
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Phone: 850-430-4307
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Construction Company, Inc.

General Contractors

• Project Managers

• Consultants

ADDENDUMS



P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

CONTRACT PROVISIONS

ATTACHMENT 6

RFP NO. 24-05-REC
ATTACHMENT NO. 6
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of August 13, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See § 200.323.

(J) See § 200.216.

(K) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



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Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

FEDERALLY REQUIRED CONTRACT CLAUSES

ATTACHMENT 7

RFP NO. 24-05-REC
ATTACHMENT NO. 7
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Contract Work Hours and Safety Standards Act
17. [Reserved]
18. No Government Obligation to Third Parties
19. Program Fraud and False or Fraudulent Statements and Related Acts
20. Termination
21. Government-wide Debarment and Suspension (Non-procurement)
22. Privacy Act
23. Civil Rights Requirements
24. Breaches and Dispute Resolution
25. Patent and Rights in Data
26. Transit Employee Protective Agreements
27. Disadvantaged Business Enterprises (DBE)
28. [Reserved]
29. Incorporation of Federal Transit Administration (FTA) Terms
30. Drug and Alcohol Testing
31. Veteran's Preference/Employment
32. Occupational Safety and Health Act Compliance
33. Fair Labor Standards Act
34. Texting When Driving
35. E-Verify



1901 N. East Avenue
Panama City, FL 32405
(850) 258-1869
CGC1520684

Sealed Bid for:

**RFP NO 24-05-REC,
CLEMENT TAYLOR PARK
RESTORATION PROJECT**

For:

**City of Destin, City Clerk's Office
4200 Indian Bayou Trail, Destin, Florida 32541**

8/29/2024 @ 2:00 PM CST



1901 N East Ave, Panama City, FL 32405

RFP NO. 24-05 REC

Clement Taylor Park Restoration Project

Table of Contents

- Submittal Coversheet
- Transmittal Letter
- Contractor Qualifications Statement
- Price Proposal Form
- Completed Public Entity Crime Form
- Completed Drug Free Workplace Certification Form
- Proof of Insurance
- Proof of Licensing and Certifications
- Addendums, not applicable

Monty Oliva

Project Manager

BGN Contractors

RFP NO. 24-05-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:	Corporation	☐
Name: <u>Monty Oliva</u>	Partnership	☒
Address: <u>1901 N. East Avenue</u>	Individual	☐
City, State, Zip: <u>Panama City, FL, 32405</u>	Other	☐
Telephone No.: <u>850-728-1254</u>		

Email: moliva@bgncontractors.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

BGN Contracting, LLC

The address of the principal place of business is:

1901 N. East Avenue

Panama City, FL, 32405

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: NA
- b. State of Incorporation: NA
- c. President's name: NA
- d. Vice President's name: NA
- e. Secretary's name: NA

f. Treasurer's name: NA

g. Name and address of Resident Agent: NA

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: 11/28/2018

b. Name, address and ownership units of all partners:

Gage Golden

Jason Bense

Patrick Neville

c. State whether general or limited partnership: Limited Partnership

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

NA

NA

NA

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

NA

6. How many years has your organization been in business under its present business name?

6 Years

Under what other former names has your organization operated?

Gage Golden Construction

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC1520684

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NA

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Gage Golden - 20 YEARS EXPERIENCE

Jason Bryant - 10 YEARS EXPERIENCE

Chad Padgett - 10 YEARS EXPERIENCE

10. State the name of the individual who will have personal supervision of the work:

Monty Oliva - Project Manager

11. State the name and address of attorney, if any, for the business of the responsive bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Gage Golden

Jason Bense

Patrick Neville

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	6
b.	Non-Governmental Related Work	6
	<i>Total Work (a + b):</i>	12

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
Cadence Bank	101 W. 23 rd St. Panama City, FL 32405	(850) 785-3669

16. What will be your turnaround time for written responses to City inquiries?

5 business days

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

NA

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NA

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

NA

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NA

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) *MJD*

(Title) Project Manager

Subscribed and sworn to before me

This 29th day of August, 20 24



JASON BRYANT
Notary Public
State of Florida
Comm# HH475752
Expires 12/21/2027

[Signature]
Notary Public (Signature)

My Commission Expires: 12-21-27

END OF SECTION



RFP NO. 24-05 REC

Clement Taylor Park Restoration Project

Transmittal Letter

City of Destin Bid Committee,

We are excited to present our proposal for the Clement Taylor Park Restoration Project. As a general contractor, we are committed to delivering high-quality results on time and within budget. Our extensive experience with similar projects and our dedicated team makes us well-suited to handle this work effectively.

We understand the problems that can arise in dealing with a project of the sorts, such as the long lead times and tedious coordination of prefabricated structures. We are confident that our expertise and commitment to excellence will ensure the successful restoration of Clement Taylor Park.

Thank you for considering our proposal.

Sincerely,

Monty Oliva

BGN Contractors

Project Manager

A handwritten signature in black ink, appearing to be "Monty Oliva", written over a large, light gray oval shape.



1901 N East Ave, Panama City, FL 32405

RFP NO. 24-05 REC

Clement Taylor Park Restoration Project

Contractor Qualifications Statement

City of Destin Bid Committee,

With over 80 years of combined construction experience we have successfully completed numerous similar projects, demonstrating our expertise in handling both the technical and logistical challenges inherent to such work.

If awarded, we propose Gage Golden as the Construction/Quality Assurance Supervisor. Gage has over 20 years of construction experience and has completed similar projects listed below within the last 5 years.

- Lynn Haven Sports Complex - \$8 Million
 - Bobby Baker, Chief Infrastructure Director (850) 527-2149
 - Completed December 2023
- City of Callaway Gore Park - \$4 Million
 - Eddie Cook, City Manager (501) 605-2752
 - Completed November 2023
- St. Andrews State Park (Structure Additions) - \$400,000
 - Scott Robinson, Park Chief (850) 708-6100
 - Completed September 2023

BGN understands the inherent risks in tackling a project like this. Some key issues that we foresee are the long lead times for the 4 building structures. As well as the need to finalize designs while ensuring adherence to local building codes. We propose the following approach to the project to mitigate issues as such.

Pre-Construction Phase:

- Identify Long Lead Time Items
 - Site Lighting – **2 months**
 - Gazebo Creations Structure – **4 months**
 - Romtec Pavilion – **5 months**
 - Struthers Recreation (Playground Equipment) – **4 months**
 - Public Restroom Company (Restroom Building) – **12 months**
- Process Submittals & Confirm Final Designs for the following
 - Gazebo

- Pavilion
- Playground Equipment
- Restroom Building
- Landscaping
- Site Lighting
- Handrails
- Purchase Orders & Deposits for Long Lead Time Items
- Preliminary Schedule for Delivery & Staging

Construction Phase:

- Site Preparation
 - Access Control
 - Clearing and Grubbing
 - Erosion Control
 - Tree Protection
- Sitework – Phase 1
 - Demolition
 - Utilities
 - Grading & Building Foundation Prep.
 - Evaluate Dock & Repair as needed
- Vertical Work
 - Gazebo
 - Pavilion
 - Playground Equipment
 - Restroom Building
 - Site Lighting
- Sitework – Phase 2
 - Final Utility Connections
 - Final Dressing and Stabilization
- Landscaping

Project Close Out:

- Final Punch List
- Final As Built
- Establish Warranty Management Plan
 - Submit product warranties and operating manuals
- Final Completion
 - Certificate of Occupancy and/or Certificate of Completion

With this approach BGN is confident in its ability to complete the project per the outlined schedule.

Sincerely,

Monty Oliva

BGN Contractors

Project Manager



**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: 08/29/2024 Primary Contact Monty Oliva
 Company: BGN Contractors
 Address: 1901 N. East Avenue Panama City, FL 32405
 Telephone: (850) 728-1254 Email: moliva@bgncontractors.com

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	\$ 347,586.44	\$ 347,586.44
1.2	Construction Stakeout	1	LS	\$ 9,300.00	\$ 9,300.00
1.3	Maintenance of Traffic	1	LS	\$ 6,200.00	\$ 6,200.00
1.4	Testing / QC Plan	1	LS	\$ 6,200.00	\$ 6,200.00
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	\$ 12,124.72	\$ 12,124.72
1.6	Remove Curb Inlet	1	EA	\$ 6,448.00	\$ 6,448.00
1.7	Grading	1	LS	\$ 43,400.00	\$ 43,400.00
1.8	Demo - Asphalt	379	SY	\$ 19.47	\$ 7,378.37
1.9	Demo – Gravel Parking Lot	2,639	SY	\$ 3.41	\$ 8,998.99
1.10	Demo – Concrete Sidewalk	128	SY	\$ 19.53	\$ 4,745.79
1.11	Demo - Bathroom	1	LS	\$ 4,091.26	\$ 4,091.26
1.12	Demo - Playground	1	LS	\$ 5,170.80	\$ 5,170.80
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS	\$ 6,820.00	\$ 6,820.00
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	\$ 6.76	\$ 75,770.70
1.15	Irrigation (design/build) – add alternate	1	LS	\$ 12,962.96	\$ 12,962.96
1.16	4” Compacted 57 Stone	1537	SY	\$ 24.58	\$ 37,774.54
1.17	8” Limerock Base (LBR 100)	1537	SY	\$ 30.55	\$ 46,960.88
1.18	12” Stabilized Subgrade (LBR 40)	1537	SY	\$ 8.06	\$ 12,388.22
1.19	12” Flat Curb	869	LF	\$ 44.02	\$ 38,253.38
1.20	6” Thick Concrete Crosswalk	175	SY	\$ 136.71	\$ 23,924.25
1.21	4” Thick Concrete Sidewalk	9696	SF	\$ 12.71	\$ 123,236.16
1.22	24’ x 36’ Pavilion with Concrete Pad	1	LS	\$ 197,435.32	\$ 197,435.32
1.23	14’ X 14’ Octagonal Gazebo (two entrances)	1	LS	\$ 30,784.57	\$ 30,784.57
1.24	Bathroom ADA Ramp	1	LS	\$ 2,427.05	\$ 2,427.05
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	\$ 25,925.63	\$ 25,925.63
1.26	Bathroom	1	LS	\$ 493,452.60	\$ 493,452.60
1.27	Concrete Wheel Stops	30	EA	\$ 130.20	\$ 3,906.00

1.28	Striping and Signage	1	LS	\$ 6,882.00	\$ 6,882.00
1.29	Type "C" Catch Basin	5	EA	\$ 5,318.36	\$ 26,591.80
1.30	Inlet Protection	5	EA	\$ 403.00	\$ 2,015.00
1.31	12" RCP	155	LF	\$ 76.88	\$ 11,916.40
1.32	15" RCP	152	LF	\$ 85.31	\$ 12,967.42
1.33	Manhole	1	EA	\$ 12,208.12	\$ 12,208.12
1.35	4" Conduit	118	LF	\$ 26.28	\$ 3,100.52
1.36	6" SSC (4" shown) Quoted 6" w/C/O	349	LF	\$ 43.77	\$ 14,882.48
1.37	1" WSC (No 1" On the Plans)	161	LF	\$ 9.61	NA
1.38	¾" WSC Total WSC shown equals 185	185	LF	\$ 6.51	\$ 1,204.35
1.39	Water and Sewer Service Connections	1	EA	\$ 3,100.00	\$ 3,100.00
1.40	Playground Equipment and Install	1	EA	\$ 262,872.62	\$ 262,872.62
1.41	Site Lighting - Electric	1	LS	\$ 72,307.41	\$ 72,307.41
	Price Sum			Total	\$ 2,023,714.76
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS		
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS		
Alt. 1.26	Bathroom	1	LS		
Alt. 1.40	Playground Equipment and Install	1	EA		
No viable alternates at this time that meet or exceed performance and quality specifications outlined for the originally specified products.					

Quantities revised in red have been adjusted to reflect actual quantities shown on plans.

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.

END OF SECTION



RFP NO. 24-05 REC

Clement Taylor Park Restoration Project

Price Proposal Supplement

Fees Included in Our Proposal

- Non-Conditioned Building Permit Fees
- Survey Costs for depicted Sitework and Vertical Construction

Items Included in Our Proposal/Clarifications

- Construction per Plans dated 07/23/2024
- BGN has included costs to finalize design for the following items
 - Gazebo
 - Pavilion
 - Playground Equipment
 - Restroom Building
 - Landscaping
 - Site Lighting
 - Handrails
- Minimal Dewatering (Geotech report not provided in bid docs, extent of dewatering is not clear at this time)
- Foundations for the Pavilion and Bathroom are per the requirements outlined in the spec'd suppliers SOW and Proposal
- Proposal Form has been altered with red mark up to reflect actual quantities shown on plans

Items Excluded from Our Proposal

- Gazebo Foundation (not depicted in bid docs)
- Environmental Permits

Please note additional product information from the suppliers is not available at this time as final design needs to be confirmed. Please refer to our Contractors Qualification Statement for project approach.

Sincerely,

Monty Oliva

BGN Contractors

Project Manager

RFP NO. 24-05-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract 24-05

2. This sworn statement is submitted by BGN Contractors whose business address is 1901 N. East Avenue Panama City, FL 32405

and (if applicable) Federal Employer Identification Number (FEIN) is 83-2698265 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Monty Oliva and my relationship to the entity named above is Project Manager

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

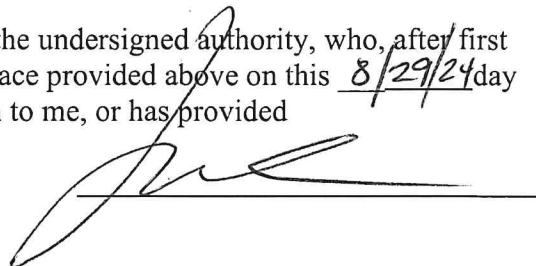
Date: 08/29/2024

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8/29/24 day of August, 2023, and is personally known to me, or has provided as identification.



JASON BRYANT
Notary Public
State of Florida
Comm# HH475752
Expires 12/21/2027



Notary Public

My Commission expires:

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: BGN Contractors

ADDRESS: 1901 N. East Avenue

CITY: Panama City STATE: FL ZIP CODE: 32405

TELEPHONE NUMBER: 850-258-1869

SIGNATURE:  DATE: 08/29/2024

NAME (TYPED OR PRINTED): Monty Oliva

TITLE: PROJECT MANAGER

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as BGN Contractors Principal, and as Surety, are hereby held and firmly bound unto the City of Destin, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) 5% of Total Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 29th day of August, 20 24

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

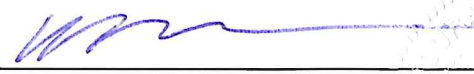
BGN Contractors

Atlantic Specialty Insurance Company

(Seal) Surety's Name and Corporate Seal

By: 

(L.S.)

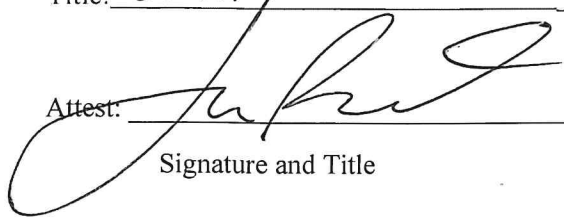
By: 

Michael W. Brown

Signature (attach power of attorney)

Title: Owner

Title: Attorney-in-Fact

Attest: 

Signature and Title

Attest: 

Angela Baker, Agent
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kevin Mason, Jo M. Chonko, Michael W Brown**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

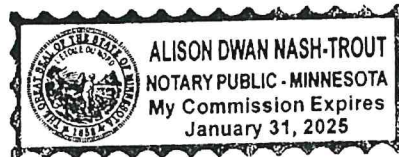
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of August, 2024

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



BGNCONTRAC

CMCMAHON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Peoples First Insurance Services LLC 1022 W 23rd Street, # 250 Panama City, FL 32405	CONTACT NAME:		
	PHONE (A/C, No, Ext): (850) 770-7047	FAX (A/C, No): (850) 770-7126	
	E-MAIL ADDRESS: info@pfinsurance.com		
INSURED Gage Golden Construction, LLC dba: BGN Contractors 1901 N East Ave Panama City, FL 32405	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Accellerant Specialty		16890
	INSURER B : Richmond National Insurance Company		17103
	INSURER C : Evanston Insurance Company		35378J
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	DCS0000002-00	5/30/2024	5/30/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ EBL (retro 5/30/2022)						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: SEE PER PROJECT AGGR FORM						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ OCCUR	X	X	RN-7-0505148	5/30/2024	5/30/2025	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED \$ RETENTION \$						Aggregate \$ 1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Environmental Liabil			MKLV2ENV104183	5/30/2024	5/30/2025	CONTRANCTORPOLLUTION \$ 1,000,000
C	Environmental Liabil			MKLV2ENV104183	5/30/2024	5/30/2025	PROFESSIONAL LIAB \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GOLDEN, RONALD GAGE

BGN CONTRACTORS
1901 N EAST AVE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1520684

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

Bid Package For:
RFP No. 24-05-REC
Clement Taylor Park Restoration Project
Bid Opening Date: August 29, 2024
Bid Opening Time: 2:00p.m. (CST)

Submitted By:
Empire Builders Group, Inc
3217 Tallship Lane
Pensacola, FL 32526

Respectfully submitted,

Michael Macchia
President
850-698-6943



**City of Destin, Florida
Clement Taylor Park
Restoration Project
RFP #24-05-REC**

- 1. Responsive Bidder Qualification Statement**
- 2. Transmittal Letter**
- 3. Contractor Qualifications Statement**
- 4. Price Proposal Form**
- 5. Completed Public Entity Crime Form**
- 6. Completed Drug Free Workplace Certification Form**
- 7. Completed Bid Bond Form**
- 8. Proof of Insurance**
- 9. Proof of Licensing and Certifications**
- 10. Addendums – if applicable**

Responsive Bidder Qualification Statement

**RFP NO. 24-05-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

☒

Name: EMPIRE BUILDERS GROUP INC

Partnership

Address: 3217 TALLSHIP LANE

Individual

City, State, Zip: PENSACOLA, FL 32526

Other

Telephone No.: 850-698-6943

Email: MIKE@EMPIREBUILDERSGROUP.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

EMPIRE BUILDERS GROUP INC

The address of the principal place of business is:

3217 TALLSHIP LANE

PENSACOLA, FL 32526

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: MAY 2004

b. State of Incorporation: FLORIDA

c. President's name: MICHAEL MACCHIA

d. Vice President's name: N/A

e. Secretary's name: N/A

f. Treasurer's name: N/A

g. Name and address of Resident Agent: MICHAEL MACCHIA

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

20 YEARS

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC1517284 - ATTACHED

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

40 YEARS MANAGING AND OWNING CONSTRUCTION COMPANIES

10. State the name of the individual who will have personal supervision of the work:

DAVID SANFILIPPO, MICHAEL MACCHIA

11. State the name and address of attorney, if any, for the business of the responsive bidder:

PAUL WILSON, 40 PALAFOX PLACE, #300, PENSACOLA, FL 32502

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

MICHAEL MACCHIA, PRESIDENT, 100%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

M & M SITE & CONSTRUCTION, LLC P O BOX 37727, PENSACOLA, FL 32526

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	6
b.	Non-Governmental Related Work	1
	<i>Total Work (a + b):</i>	7

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
SYNOVUS	2190 W NINE MILE RD PENSACOLA, FL 32534	850-356-6632

16. What will be your turnaround time for written responses to City inquiries?

24-48 HOURS

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

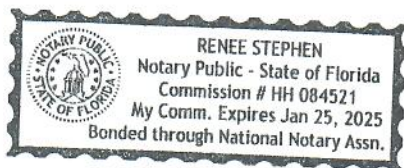
(Signed) 

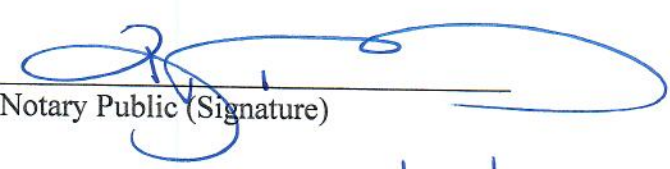
(Title) MICHAEL MACCHIA, PRESIDENT

EIN 03-0542651

Subscribed and sworn to before me

This 29th day of August, 2024




Notary Public (Signature)

My Commission Expires: 01/25/2025

END OF SECTION

Transmittal Letter



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

Re: Clement Taylor Park

To whom it may concern,

Empire Builders Group, Inc has been licensed in the state of Florida since 2004. We are additionally licensed in Alabama. We have worked on park projects in the same capacity throughout our 20 years in business.

Our most recent park accomplishment is the **Women Veterans' Park** on Okaloosa Island, adjacent to the Destin-Fort Walton Beach Convention Center. The scope of work for the Women Veterans' Park includes approximately 1,600LF of sidewalks, feature platforms, boardwalks, statues, a memorial wall, and plaza area. It was an honor to work with Roy Petrey as the Project Manager for Okaloosa County Public Works to help bring Chairman Carolyn Ketchel's vision to fruition.

Our attention to detail and synergy between Owner, Contractor and Subcontractors enables our projects to stay on budget and on time.

Other Park projects with similar scopes of work we have constructed/renovated include:

- 1- **Ashton Brosnaham Park, Pensacola, Florida – 2023** – New bathroom facility
- 2- **Veterans' Park on Okaloosa Island, Fort Walton Beach, Florida – 2022** – sidewalks, feature platforms, boardwalks, memorial wall, plaza
- 3- **Emerald Coast Convention Center, Exterior Accessibility Project, Fort Walton Beach, Florida - 2022**– front entrance ADA renovation (sidewalks, curbs, pavers, parking lots)
- 4- **Gulf State Park, Orange Beach, Alabama - 2021** – Renovation of 11 bathhouses
- 5- **Archie Glover Boat Ramp Facility, Milton, Florida - 2020** – Approximately 200 linear feet of handicap ramp and bathroom renovation
- 6- **John R Jones Athletic Complex, Pensacola, Florida - 2018** – Bathroom renovations, sidewalks, parking area
- 7- **Floridatown Park, Pace, Florida - 2018** – Gazebo and bathroom renovation

- 8- **Klondike Archery Park, Pensacola, Florida - 2014** – New concession facility, new bathroom, new sidewalks, and new parking lots.
- 9- **Miramar Beach Restroom and Boardwalk, Miramar Beach, Florida - 2013**– Interior/exterior remodel of bathroom facility and boardwalk extension
- 10- **Fred Gannon Rocky Bayou State Park, Niceville, Florida – 2012** – New bathroom facility and gazebo renovation as well as 1,500 feet of forced main and manhole

In addition to our park projects, Empire Builders has successfully completed various projects of varying scope and magnitude. A brief synopsis of our more recent projects includes:

- 1- **Miramar Beach Fire Station, Miramar Beach, Florida – 2024** – New construction of a fire station. Projected completion date Summer 2025.
- 2- **Chappie James Flight Academy, Pensacola, Florida – 2024** – Classroom addition and site improvements. Projected completion December 2024
- 3- **South Walton Fire District, Logistics Building, Miramar Beach, Florida – 2023** – Third floor buildout of logistics building
- 4- **Walton County Fleet Operations Building – DeFuniak Springs, Florida – 2023** – 30,000sf warehouse interior remodel

References, estimated job schedule, and Qualifications Statement attached.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Michael Macchia', followed by a long horizontal line.

Michael Macchia
President

REFERENCES FORM

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that may be assigned to the project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRM'S NAME EMPIRE BUILDERS GROUP, INC

PROPOSAL POINT OF CONTACT MICHAEL MACCHIA

PHONE 850-698-6943

EMAIL MIKE@EMPIREBUILDERSGROUP.COM

REFERENCE I.

PROJECT NAME: Womens Veteran Memorial Park

AGENCY: Okaloosa County BOCC

ADDRESS: 1350 Miracle Strip Pkwy

CITY, STATE, ZIP CODE: Ft. Walton Beach, FL

CONTACT PERSON: Roy Petrey, PE

TITLE: Project Manager

EMAIL: rpetrey@myokaloosa.com

TELEPHONE: 850-423-4854

PROJECT COST: \$1,637,856.67

COMPLETION DATE: NOV. 2022

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Site Work - Concrete, Boardwalks, Landscaping, Statues, Structural Concrete, Certified Payroll

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Michael Kelly, Field Supervisor;

Michael B. Macchia, Job Foreman

REFERENCE II.

PROJECT NAME: Destin Ft Walton Beach Convention Center Exterior Accessibility Project

AGENCY: Okaloosa County BOCC

ADDRESS: 1250 Miracle Strip Pkwy

CITY, STATE, ZIP CODE: Ft. Walton Beach, FL

CONTACT PERSON: DAG Architects - Alex Gacic

TITLE: Architect

EMAIL: agacic@dagarchitects.com

TELEPHONE: 850-217-4972

PROJECT COST: \$1,127,672.40

COMPLETION DATE: FEB. 2022

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Exterior Renovations - Controlled Demo, Pavers, Asphalt, Concrete, Landscaping, Site Lighting

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Michael Kelly, Field Supervisor;

Michael B. Macchia, Job Foreman

REFERENCE III.

PROJECT NAME: Gulf State Park Bathhouse Repairs

AGENCY: TAG / The Architects Group for Alabama Dept of Conservation and Natural Resources

ADDRESS: 710 Downtowner Blvd

CITY, STATE, ZIP CODE: Mobile, AL

CONTACT PERSON: Tom Kelly, LEED AP/CFM

TITLE: Architect

EMAIL: tkelly@tagarchitects.net

TELEPHONE: 251-343-111

PROJECT COST: \$2,970,162.09

COMPLETION DATE: JAN, 2023

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Bathhouse Renovations - Metal Roofing, Epoxy Flooring, Interior Demo, Electric, Painting, New Plumbing, New Doors and Hardware, Tax Exempt Purchases.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Dwight Holcombe, Senior Field Supervisor;

David Sanfilippo, Field Supervisor; Michael B. Macchia, Job Foreman

REFERENCE IV.

PROJECT NAME: South Walton Fire District - Logistics Bldg - 3rd Floor Buildout

AGENCY: South Walton Fire District

ADDRESS: 911 N County Highway 393

CITY, STATE, ZIP CODE: Santa Rosa Beach, FL

CONTACT PERSON: Daniel LaTour

TITLE: Assistant Chief, Support Services

EMAIL: DLaTour@swfd.org

TELEPHONE: 850-267-1298

PROJECT COST: \$809,431.32

COMPLETION DATE: MAR, 2023

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Interior Buildout - Specialty AV System, Epoxy Flooring, Metal Framing, Drywall, Owner Direct Purchases.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Dwight Holcombe, Senior Field Supervisor;
Michael B. Macchia, Job Foreman

REFERENCE V.

PROJECT NAME: Walton County Fleet Operations

AGENCY: Walton County BOCC

ADDRESS: 127 Montgomery Circle

CITY, STATE, ZIP CODE: DeFuniak Springs, FL

CONTACT PERSON: Dave Sell

TITLE: Project Manager

EMAIL: SelDave@co.walton.fl.us

TELEPHONE: 850-892-8155 x 1024

PROJECT COST: \$2,606,337.18

COMPLETION DATE: AUG, 2024

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Site Work, Structural Steel, Structural Concrete, Concrete Slabs, Major Electrical, Plumbing,
Epoxy Flooring, Controlled Demo

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; David Sanfilippo, Field Supervisor;
Michael B. Macchia, Job Foreman

Contractor Qualifications Statement



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

Re: Clement Taylor Park Restoration Project

To whom it may concern,

Empire Builders Group, Inc has been licensed and insured in Florida and Alabama since 2004. We have worked on various commercial and municipal projects in the same capacity from Mobile, Alabama to Walton County, Florida throughout our 20 years in business.

I am a 40-year veteran of the construction industry. Currently employing 4 Field Supervisors with a combined total of over 100 years' experience between them. Each of them seasoned in vertical and horizontal construction. In addition, we employ in-house labor to help expedite projects when necessary.

Our staff roles and responsibilities include:

Michael Macchia, President. As President, my responsibilities include operations management. I sign all contracts, monitor budgets, obtain permits, oversee submittals, communicate and coordinate with Architect, Engineer, Owner, and Field Supervisors, conduct weekly progress meetings, guarantee critical path performance is met, set performance objectives, ensure projects are run optimally and safely and within company Safety Policies and OSHA Guidelines, evaluate and optimize operational performance, ensure company standards are upheld to guarantee client satisfaction.

Renee Stephen, Office Manager. Responsible for accounts receivable and payable. Prepares requisitions for owners, processes subcontractors/vendors invoices, assists with change orders for both Owners and subcontractors, assembles and prepares close-out documents.

Dwight Holcombe, Senior Field Supervisor. Responsibilities include on-site supervision and management of employees and subcontractors, job schedule management, inspections, submittals, subcontractor coordination, and all pertinent records to ensure the profitable and "on-time" delivery of all projects under his supervision.

David Sanfilippo, Estimator and Field Supervisor. As Estimator, responsibilities include review of project plans, requirements, and specifications to develop a comprehensive understanding of the project, scope of work, labor, material and

equipment costs necessary. Assists with preconstruction activities. As Field Supervisor responsibilities include on-site supervision and management of employees and subcontractors, job schedule management, inspections, submittals, subcontractor coordination, and all pertinent records to ensure the profitable and "on-time" delivery of all projects under his supervision.

Empire Builders Group has demonstrated a proven history of its ability to bring projects in on time and on budget. We thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Macchia", followed by a long horizontal flourish.

Michael Macchia
President

DAVID SANFILIPPO

ESTIMATOR/ FIELD SUPERVISOR

PROFESSIONAL SUMMARY

Hardworking, highly motivated professional, with 40 years construction experience, eager to lend combined knowledge and skills to enhance business performance. Operates well in both individual and team capacities, leveraging seasoned work ethic to quickly adapt to different processes and drive company objectives. Resourceful and results-driven with a passion for growth and efficiency to meet company needs and increase service value.

EXPERIENCE

Project Estimator/Field Supervisor

September 2018 - Present | Empire Builders Group, Inc Pensacola, Florida

- Analyze complex drawings and blueprints to develop material take-offs for use in cost estimation models.
- Evaluate contractor bids and proposals to identify discrepancies between estimated costs and actual costs incurred.
- Participates in training sessions designed to enhance knowledge base related to current trends in the construction industry.
- Supervises job site to assess job progress and provide feedback to owner on quality of workmanship.
- Perform research into local building codes and ordinances prior to commencement of projects.
- Provide guidance on best practices related to construction management principles and processes.
- Analyze plans and specifications to prepare time, cost, materials, and labor estimates.
- Obtain bids from vendors and subcontractors by specifying materials and identifying qualified subcontractors.
- Prepare estimates for use in selecting vendors or subcontractors.
- Research local and national building codes to ensure estimates are compliant.
- Utilize software such as Construction Online and Planswift to develop cost estimates.
- Analyze blueprints and other documentation to prepare time, cost, materials, and labor estimates.

CONTACT

- ☎ (850) 554-2500
- ✉ dsanfil@bellsouth.net
- 📍 4745 Jenneva Drive
Pace, Florida 32571

SKILLS

- Blueprint Analysis
- Quality Assurance
- Construction Knowledge
- Analytical Thinking
- Critical Thinking
- Adaptability and Flexibility
- Teamwork and Collaboration
- Estimate Preparation
- Risk Assessment
- Conflict Resolution



DH

DWIGHT R HOLCOMBE

SENIOR FIELD SUPERVISOR

OBJECTIVE

To utilize my skills at a place where we both can benefit from my experience.

SKILLS

Working with owners, subcontractors, suppliers, and coworkers in the trade where we can all share our skills and knowledge.

EXPERIENCE

SENIOR FIELD SUPERVISOR • EMPIRE BUILDERS GROUP • 2018 – PRESENT
Supervise in house labor and subcontractors; coordinate with engineers, architects, and inspectors; interact with the owner to ensure all goals of the project are met in a timely fashion.

OWNER • ATHENS REMODELING & CONSTRUCTION • 1991 – 2016
Remodeled kitchens, bathrooms, & built homes from the foundation up.

SUPERINTENDANT • RAILROAD MAINTENANCE & CONST • 1981 – 1984
Supervised projects and subordinates. Territory included Southeastern Region of the US. Acquired my pilots license to travel to meet the job schedule demands.

OWNER • H & S BULLDOZER • 1974 – 1981
Owned and operated an excavation business, including general grading, septic tank installations, digging footers, land clearing, etc.

HEAVY EQUIPMENT OPERATOR • US MARINE CORP • 1969 – 1972
Heavy equipment operator, to include bulldozers, backhoes, front end loaders, skid steers, light cranes, forklifts, excavators, etc.

EDUCATION

CERTIFICATE OF COMPLETION • 1974 • MUSCLE SCHOALS TECHNICAL COLLEGE

Completed coursework in drafting technology.

HIGH SCHOOL DIPLOMA • 1969 • TRENTON HIGH SCHOOL



DWIGHTHOLCOMBE862
@GMAIL.COM



850-512-8649

Construction Workmanship Warranty (Sample Attached)



Empire Builders Group, Inc.
3217 Tallship Lane
Pensacola, FL 32526
(850) 698-6943
mike@empirebuildersgroup.com
FL State License Number CGC1517284

August 7, 2024

Owner
Address
City, State, Zip

Empire Builders Group, Inc. Labor Warranty

Ref: - Project

Empire Builders Group, Inc. hereby warrants that all work performed in conjunction with the above referenced project is in compliance with the contract documents and authorized modifications thereto and will be free from defects due to the use of unspecified materials or improper workmanship for a period of (1) year from the date of final inspection.

This warranty commences on _____ and expires on _____, the date of substantial completion.

Should any defects be discovered during the warranty period due to improper material or workmanship, excluding ordinary wear, abuse and neglect, or acts of God, Empire Builders Group, Inc. will provide the necessary labor to rectify these defects at no expense to the owner, _____.

Sincerely,

Michael Macchia
President

Proposed Construction Schedule



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

TO Whom it May Concern:

Attached please find Empire Builders Group's proposed construction schedule for Clement Taylor Park Restoration Project, RFP No 24-05-REC. This is a proposed construction schedule, based upon drawings dated 01/2023 released with RFP NO 24-05-REC issued July 29, 2024, and any addendums thereto. Schedule subject to change based upon inclement weather, long lead items, and change orders.

Thank you,

Michael Macchia
President

Project Schedule

#	Name	Start	End	Days	Calendar Days	Predecessors	% Complete	Days Remaining	Priority	Status	Resources
1	Planning	01/01/2025	01/31/2026	396	396		0%	396			
2	Permits	01/01/2025	01/31/2026	396	396		0%	396			
3	Project Liability Insurance	01/01/2025	01/31/2026	396	396		0%	396			
4	Workman's Compensation	01/01/2025	01/31/2026	396	396		0%	396			
5	Construction Clean Up	01/01/2025	01/31/2026	396	396		0%	396			
6	Clean Up - Daily	01/01/2025	01/31/2026	396	396		0%	396			
7	Supervision	01/01/2025	01/31/2026	396	396		0%	396			
8	Supervision	01/01/2025	01/31/2026	396	396		0%	396			
9	Lead Items	01/01/2025	08/27/2025	239	239		0%	239			
10	Bathroom	01/01/2025	08/27/2025	239	239		0%	239			
11	Pavilion	02/02/2025	06/01/2025	120	120		0%	120			
12	Play ground equipment	01/02/2025	05/30/2025	149	149		0%	149			
13	Gazebo	05/31/2025	06/30/2025	31	31		0%	31			
14	Site Work	01/01/2025	05/31/2025	151	151		0%	151			
16	Demolition	01/08/2025	01/28/2025	21	21		0%	21			
17	Building Pads (3)	01/29/2025	02/02/2025	5	5		0%	5			
18	Fill/Rough Grade	02/03/2025	02/11/2025	9	9		0%	9			
19	Stormwater System	02/11/2025	02/17/2025	7	7		0%	7			
20	Utilities	02/17/2025	03/02/2025	14	14		0%	14			
21	Curb and Gutters	03/03/2025	03/30/2025	28	28		0%	28			
22	gravel parking	03/31/2025	04/20/2025	21	21		0%	21			
23	Final Grading	04/21/2025	04/23/2025	3	3		0%	3			
24	Sidewalks	04/24/2025	05/31/2025	38	38		0%	38			
25	Fence and tree protection	01/01/2025	01/07/2025	7	7		0%	7			
26	Site electric	06/01/2025	06/30/2025	30	30		0%	30			
27	Site Lighting	06/01/2025	06/30/2025	30	30		0%	30			
28	Gazebo Installation	07/01/2025	07/12/2025	12	12		0%	12			
29	Fifth Room install	07/01/2025	07/12/2025	12	12		0%	12			
30	Foundation at bathroom	07/14/2025	08/30/2025	48	48		0%	48			
31	Footings at Buildings	07/14/2025	07/28/2025	15	15		0%	15			
32	Foundation Block	07/29/2025	08/04/2025	7	7		0%	7			
33	Fill and grade slab	08/05/2025	08/08/2025	4	4		0%	4			
34	Ramp	08/09/2025	08/30/2025	22	22		0%	22			
35	Bathroom Installation	08/30/2025	09/30/2025	32	32		0%	32			
36	Public Restroom company Install	08/30/2025	09/30/2025	32	32		0%	32			
37	Playground Equipment	10/01/2025	10/22/2025	22	22		0%	22			
38	Struthers install	10/01/2025	10/22/2025	22	22		0%	22			
39	Pavilion Installation	10/22/2025	11/11/2025	21	21		0%	21			
40	Foundation and Slab Install	10/22/2025	10/29/2025	8	8		0%	8			
41	Romtec Pavilion Install	10/30/2025	11/11/2025	13	13		0%	13			
42	Landscaping	05/31/2025	11/30/2025	184	184		0%	184			
43	Irrigation	05/31/2025	06/27/2025	28	28		0%	28			
44	Landscaping	11/11/2025	11/30/2025	20	20		0%	20			
45	Dock repair	02/10/2025	04/09/2025	59	59		0%	59			
46	Water protection	02/10/2025	02/10/2025	1	1		0%	1			
47	Demo	02/11/2025	02/19/2025	9	9		0%	9			
48	Build temp scaffold	02/19/2025	02/23/2025	5	5		0%	5			
49	Reframe undercarriage	02/24/2025	03/09/2025	14	14		0%	14			
50	Deck replacement	03/10/2025	03/23/2025	14	14		0%	14			
51	New handrails	03/26/2025	04/09/2025	15	15		0%	15			

Product Information

4.01 WARRANTY

Pavillion

Materials Supplied by Romtec

Romtec guarantees that the Materials will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of Materials is delayed for any reason, the warranty begins on the date that the Materials were ready to deliver.

The customer will have up to five (5) business days to inspect and accept any delivery, after which, if not specifically rejected, it is considered accepted.

Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for the customer to complete installation of the Materials. If the customer completes installation of the Materials within this time, the 1-year warranty will begin on the installation completion date. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.

Unless otherwise specifically agreed in writing, Romtec does not offer and specifically disclaims any implied warranty of merchantability or warranty of fitness for any particular purpose or any other warranty except as provided herein. Romtec's warranty does not include coverage of costs for removal/reinstallation labor, transportation or other costs or expenses relating to warranty work, including any indirect, incidental, delay, liquidated, or consequential damages.

This warranty extends only to Romtec's direct customer (as named in the Romtec Purchase Order) herein called "customer" and not to any person or entity with whom customer has business relationships, or any other party.

At Romtec's option, the warranty may be transferred to a final end owner other than customer.

Components Resold or Supplied with the Romtec Building Package(s)

Certain components of the Materials are warrantable directly by the original manufacturer for periods that may be longer or shorter than the 1-year Romtec warranty. The terms of such warranties are identified in the relevant submittal documentation or available upon request. Replacement for, repair or refund of defective workmanship or material under normal use shall be remunerated directly with the manufacturer of the component. Examples of components would be locksets, plumbing fixtures, electrical fixtures, etc.

Claims: The following provisions apply to all claims.

- a. **Freight Damage Claims:** If Romtec agrees to ship Materials under any agreement whereby Romtec remains responsible for risk of loss or damage while the goods are in transit, any customer claims for damage in transit shall be made in writing endorsed on the bill of lading at the time customer accepts delivery of the merchandise, otherwise Customer waives the right to any freight damage claim(s). CUSTOMER MUST CAREFULLY INSPECT THE MATERIALS BEFORE ACCEPTING DELIVERY.
- b. **Claims of Defective Manufacture:** Claims that the Materials were incorrectly manufactured or defective in any way must be made directly to Romtec on a product-by-product basis. All claims must be made within 72 hours of the defective condition, or the time when the defect should have been discovered. All claims must include the following:
 1. Detailed description of the specific problem, failure, or other event giving rise to the claim, including specific location and supporting photographs or videos.
 2. Contact information for third-party individual(s) who can substantiate the claim and who do not work for Customer or any affiliate of customer.
- c. **Claims for Missing Materials:** Customer or Customer's representative must inventory the shipment of materials upon arrival at the job site for completeness. Claims for missing or deficient materials shall be reported to Romtec within the delivery acceptance period of five (5) business days. If Romtec does not receive notice of missing or deficient materials within the delivery acceptance period, the customer waives any future claim(s) for missing materials. After the delivery acceptance period has ended, the customer assumes responsibility for any missing or deficient materials.
- d. **Claims for Damaged Materials Stored Prior to Installation:** Building Materials are packaged for shipment only and intended for installation within thirty (30) days of delivery. If installation is delayed by Customer and the materials are stored in an exposed location for more than thirty (30) days, all warranties are null and void. Customer assumes all responsibility for adequately protecting stored materials prior to and during installation.
- e. **Action in Event of Established Claim:** Liability of Romtec shall be limited to, at its option, repair or replacement of the goods, or refund of the purchase price of those specific goods. All goods repaired or replaced under this warranty are shipped to customer FOB Roseburg, Oregon, or FOB manufacturer's facility.
- f. **No Third Party Claims:** Under no circumstance shall Romtec be responsible for any damage claims by any party other than claims by Romtec's direct customer (or end owner if warranty is transferred).

Release and Hold Harmless: Customer releases and agrees to defend, indemnify, and hold Romtec harmless from and against any and all claims, demands, actions, and causes of action for any matters arising out of or connected with Romtec's work whereby the customer is responsible for errors or omissions.

Any additional limitations or clarifications provided in Romtec's proposal(s), submittal document(s), or other relevant documents are applicable insofar as the terms modify this warranty.

Fifthroom.com

Limited Warranty

Gazebo

Fifthroom.com (hereinafter "the manufacturer") warrants that the pavilion will be free from defects in materials and workmanship under normal use for a period of ten (10) years from the delivery date. The entire liability of the manufacturer and its suppliers and the exclusive remedy shall be for the manufacturer to repair or replace materials determined to be defective. The repair or replacement of materials shall be at the direction and expense of the manufacturer.

This limited, pro-rated warranty is conditional upon full payment of the price of the shelter to the manufacturer. Liability under the warranty is limited in that it shall not exceed the original sales price of the materials supplied to the owner by the manufacturer.

This limited, pro-rated warranty is void if any damage has resulted from abnormal use including, but not limited to, harsh site conditions, abuse, accident, vandalism, maintenance or lack of maintenance, unloading, incorrect installation, improper storage and handling, misapplication, service, or modification by someone other than the manufacturer.

The manufacturer, on behalf of itself and its suppliers, disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose for the pavilion and any accompanying materials required for pavilion installation.

The warranty on items not manufactured by the manufacturer (e.g. metal roofing, shingles, PVC coated steel benches and tables, cedar cupolas, and fabric), will be passed through the manufacturer's supplier as per their warranty; contact the manufacturer's customer service at 1-888-293-2339 for supplier warranty.

The 10-year limited, pro-rated warranty excludes structures installed in corrosive environments including, but not limited to: salt air, high humidity or water systems that come in contact with the shelter.

In the event of a claim of defect in materials or workmanship, owner will provide notice of defect in writing, delivered to the manufacturer at the address indicated below within thirty (30) calendar days from discovery of the defect. The manufacturer is the sole authority in determining if a claim is valid. For valid claims, the manufacturer will determine whether to repair or to replace defective materials and respond in writing no later than thirty (30) days from the date of receipt of the notice.

Owner must maintain finish system with annual touch-up and documented maintenance procedures. Failure to maintain and document procedures will void the limited, pro-rated warranty. Areas prone to occasional minor defects (e.g. railing, ornamentation, acute angles, end plates, cover plates, and other accessories) will require touch-up and maintenance by owner. Neither corrosion nor run-off stains from shavings, roof trim, screws, and screw holes constitute failure.

The owner must provide complete documentation and photos for all claims. For claims requiring site visit from the manufacturer, travel expenses will be paid for by the customer prior to travel taking place. The owner will be reimbursed for these expenses if the manufacturer determines the claim to be valid.

For valid warranty claims, including, but not limited to, powder coat, the manufacturer will repair the defect. If necessary, at the owner's expense, the owner is responsible to disassemble the structure and return it to the manufacturer's facility. After repair, the manufacturer, at its expense, will ship the structure back to the job site. The owner is responsible for all expenses to erect the structure and replacement of any parts that may be deemed unusable after assembling. Repairing does not extend the length of the original warranty. As an alternative, the manufacturer will compensate the owner up to the cost of the original structure on a pro-rated basis for time remaining of the 10-year limited warranty. When possible, claims should be addressed prior to installation.

Contingent liability is specifically excluded. Under any circumstances the manufacturer and its suppliers will not be liable for any damages whatsoever, including without limitations, damages for lost profits, interruption of service, or other pecuniary or consequential loss, arising out of the use or inability to use the pavilion, even if the manufacturer is advised of the possibility of such damages.

Project Name:
Project Location:

Project #
Ship Date:

Pre Fab Restroom



Building Better Places To Go.SM

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted too the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5-year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one-year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.



EPDM (with SBR) Warranty

The Terrasafe EPDM rubber surfacing system is designed for recreational applications. This is a two-layer system comprised of SBR buffing (cushion layer) and a EPDM cap (wear layer).

This system carries a 5-year warranty starting from the day installation is completed. This warranty is only valid if TSS has provided all the need surfacing materials for the project and installed the materials using our trained TSS crews.

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

Playground
Equipment

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime® and Xscape® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE® PLUS, PRIMETIME®, AND XScape®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; a lifetime limited warranty on PrimeTime and Xscape bolt-through connections; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON TUFF FORMS GFRP THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on Tuff Forms glass fiber reinforced polymers (GFRP) themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit Advanced, Elite and stationary Base Series posts, welds, and bars and a five-year limited warranty on motion Base Series posts, welds, and bars against structural failure; a five-year limited warranty on Advanced Series stainless damper modules and aluminum cycle covers; a two-year limited warranty on Advanced and motion Base Series bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Purchaser: _____

GameTime Invoice Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>



Price Proposal Form

**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: AUG 29, 2024 Primary Contact: MICHAEL MACCHIA
 Company: EMPIRE BUILDERS GROUP INC
 Address: 3217 TALLSHIP LANE, PENSACOLA, FL 32526
 Telephone: (850) 698-6943 Email: MIKE@EMPIREBUILDERSGROUP.COM

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	\$130,712.92	\$130,712.92
1.2	Construction Stakeout	1	LS	\$5,800.00	\$5,800.00
1.3	Maintenance of Traffic	1	LS	\$5,800.00	\$5,800.00
1.4	Testing / QC Plan	1	LS	\$5,800.00	\$5,800.00
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	\$9,570.00	\$9,570.00
1.6	Remove Curb Inlet	1	EA	\$6,032.00	\$6,032.00
1.7	Grading	1	LS	\$40,600.00	\$40,600.00
1.8	Demo - Asphalt	379	SY	\$18.22	\$6,905.38
1.9	Demo – Gravel Parking Lot	2,639	SY	\$3.19	\$8,418.41
1.10	Demo – Concrete Sidewalk (128)	243	SY	\$18.27	\$4,439.61
1.11	Demo - Bathroom	1	LS	\$2,320.00	\$2,320.00
1.12	Demo - Playground	1	LS	\$2,900.00	\$2,900.00
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS	\$8,700.00	\$8,700.00
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	\$6.33	\$70,971.96
1.15	Irrigation (design/build) – add alternate	1	LS	\$53,174.40	\$53,174.40
1.16	4" Compacted 57 Stone	1537	SY	\$23.00	\$35,351.00
1.17	8" Limerock Base (LBR 100)	1537	SY	\$28.59	\$43,942.83
1.18	12" Stabilized Subgrade (LBR 40)	1537	SY	\$7.54	\$11,588.98
1.19	12" Flat Curb	869	LF	\$38.28	\$33,265.32
1.20	6" Thick Concrete Crosswalk (40)	175	SY	\$87.00	\$15,225.00
1.21	4" Thick Concrete Sidewalk (6,226)	9,500	SF	\$8.99	\$85,405.00
1.22	24' x 36' Pavilion with Concrete Pad	1	LS	\$158,676.94	\$158,676.94
1.23	14' X 14' Octagonal Gazebo (two entrances)	1	LS	\$26,921.28	\$26,921.28
1.24	Bathroom ADA Ramp and landing	1	LS	\$20,880.00	\$20,880.00
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	\$48,610.54	\$48,610.54
1.26	Bathroom / foundation	1	LS	\$420,904.84	\$420,904.84
1.27	Concrete Wheel Stops	30	EA	\$121.80	\$3,654.00

1.28	Striping and Signage	1	LS	\$6,438.00	\$6,438.00
1.29	Type "C" Catch Basin	5	EA	\$4,975.24	\$24,876.20
1.30	Inlet Protection	5	EA	\$377.00	\$1,885.00
1.31	12" RCP	155	LF	\$71.92	\$11,147.60
1.32	15" RCP	152	LF	\$79.81	\$12,131.12
1.33	Manhole	1	EA	\$11,420.20	\$11,420.20
1.35	4" Conduit	118	LF	\$24.59	\$2,901.62
1.36	6" SSC (161)	340	LF	\$40.95	\$13,923.00
1.37	1" WSC (161)	0	LF	\$0.00	\$0.00
1.38	¾" WSC (24)	185	LF	\$6.09	\$1,126.65
1.39	Water and Sewer Service Connections	1	EA	\$2,900.00	\$2,900.00
1.40	Playground Equipment and Install	1	EA	\$246,994.16	\$246,994.16
1.41	Site Lighting - Electric	1	LS	\$56,261.16	\$56,261.16
	Price Sum			Total	\$1,658,575.12
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS	\$158,676.94	\$158,676.94
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS	\$29,764.14	\$29,764.14
Alt. 1.26	Bathroom	1	LS	\$420,904.84	\$420,904.84
Alt. 1.40	Playground Equipment and Install	1	EA	\$246,994.16	\$246,994.16

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this proposal.

[Signature] *Pres.*

END OF SECTION



PO Box 37727
Pensacola, FL 32526
(850) 455-0090

August 29, 2024

Re: Clement Taylor Park Restoration Project

To Whom it May Concern:

In addition to Empire Builder's staff qualifications, there are numerous project qualifications that have been included in the project and typically included in our Mobilization cost.

Additionally, fees that are included in our Mobilization line item are as follows:
Performance Bond, Building permit, demo permit, admin fees, processing fees, contractor registration fee, and white sand review fee.

Also included in our Mobilization cost is all construction testing, surveys, as-built drawings, site protection, tree protection, erosion control, traffic maintenance, contractor supervision, and rental equipment fees.

Items identified on the cost sheet that we believe are underestimated, and quoted per our in house take off are as follows:

- 1- 1.10 was quoted as 243sy, (not 128sy).
- 2- 1.15 Irrigation – I have included \$4,500.00 tree/shrubbery allowance in this line item.
- 3- 1.20 was quoted at 175sy of 6-inch sidewalk. (not 40sy)
A thicker slab was quoted at the ADA parking stall and entrance
- 4- 1.21 was quoted at 9,500sf of 4-inch sidewalk. (not 6,226sf)
- 5- 1.24 was quoted with the ramp and landing.
- 6- 1.26 was quoted with the bathroom and foundation combined.
- 7- 1.36 should read 4" sanitary sewer 340lf, not 6" ssc.
- 8- 1.37 should be eliminated, there is no longer a 1" wsc.
- 9- 1.38 should read 185lf. $\frac{3}{4}$ water service connection.

Empire Builders Group bid price reflects the adjusted quantities for these line items.

Respectfully,

Michael Macchia
President

Public Entity Crime Form

**RFP NO. 24-05-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
CLEMENT TAYLOR PARK RESTORATION PROJECT

2. This sworn statement is submitted by EMPIRE BUILDERS GROUP INC whose
business address is 3217 TALLSHIP LANE
PENSACOLA, FL 32526

and (if applicable) Federal Employer Identification Number (FEIN) is 03-0542651
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____)

3. My name is MICHAEL MACCHIA and my relationship to the
entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

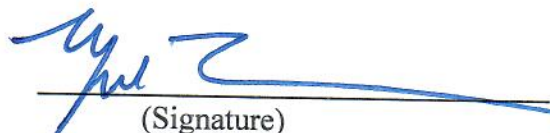
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

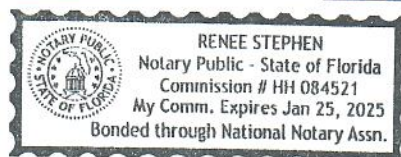
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

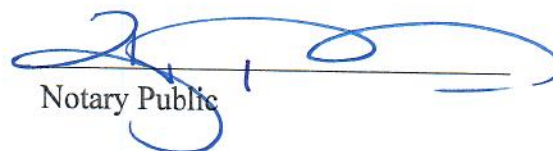

(Signature)

Date: AUGUST 29, 2024

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his signature at the space provided above on this 29TH day of AUGUST, 2024, and is personally known to me, or has provided as identification.




Notary Public

My Commission expires: 01/25/2025

Drug Free Workplace Certification Form

RFP NO. 24-05-REC
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

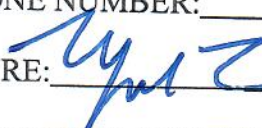
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: EMPIRE BUILDERS GROUP INC

ADDRESS: 3217 TALLSHIP LANE

CITY: PENSACOLA STATE: FL ZIP CODE: 32526

TELEPHONE NUMBER: 850-698-6943

SIGNATURE:  DATE: AUG 29, 2024

NAME (TYPED OR PRINTED): MICHAEL MACCHIA

TITLE: PRESIDENT

END OF SECTION

Bid Bond Form

TITLE: Clement Taylor Park

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Empire Builders Group Inc, the undersigned, as Principal, and The Cincinnati Insurance Company, as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) 5% of Total Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 27th day of August, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Empire Builders Group Inc

Surety (Print Full Name):

The Cincinnati Insurance Company
(Seal) Surety's Name and Corporate Seal

By: [Signature] (L.S.)

By: Daniel F. Oaks Daniel F. Oaks

Signature (attach power of attorney)

Title: President

Title: Attorney-In-Fact

Attest:

witness:

Signature and Title

Renee Stephen

Attest:

Signature and Title

Savannah Johnson, Secretary

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Daniel F. Oaks and/or Chris Thomas

of Pensacola, Florida

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

27th day of August, 2024



Ed H.

Proof of Insurance



EMPIBUI-01

NHAYDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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

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

PRODUCER Fisher Brown Bottrell Insurance 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME: Nancy Hayden PHONE (A/C, No, Ext): (850) 470-2656 E-MAIL ADDRESS: nhayden@fbbins.com FAX (A/C, No): (601) 208-8345																					
INSURED Empire Builders Group Inc. 3217 Tallship Ln Pensacola, FL 32526	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: Specialty Builders Insurance Company</td><td></td></tr><tr><td colspan="2">INSURER B: Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td colspan="2">INSURER C: National Builders Insurance Company</td><td>16632</td></tr><tr><td colspan="2">INSURER D: Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td colspan="2">INSURER E: Evanston Insurance Company</td><td>35378</td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Specialty Builders Insurance Company			INSURER B: Auto-Owners Insurance Company		18988	INSURER C: National Builders Insurance Company		16632	INSURER D: Southern-Owners Insurance Company		10190	INSURER E: Evanston Insurance Company		35378	INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLP3565700	10/21/2023	10/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4937434603	10/21/2023	10/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UMB0361233	10/21/2023	10/21/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV002779318	10/29/2023	10/29/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			78327070	10/21/2023	10/21/2024	Leased/Rented 75,000
E	Umbrella			MPXS3006499	12/10/2023	10/23/2024	Occur/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others as required by written contract are Additional Insureds in regard to General Liability (excluding products/completed operations)
Auto Liability and Umbrella if required by written contract. General Liability is Primary and Non-Contributory if required by written contract. Auto Liability is Primary only for owned vehicles if required by written contract. Waiver of subrogation applies in favor of certificate holder and others as required by written contract for General Liability, Auto Liability, Workers Compensation and Umbrella.

CERTIFICATE HOLDER

CANCELLATION

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Proof of Licensing and Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MACCHIA, MICHAEL

EMPIRE BUILDERS GROUP INC

3217 TALLSHIP LN

PENSACOLA FL 32526

LICENSE NUMBER: CGC1517284

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/20/2024

Do not alter this document in any form.

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



Addendums

-None issued

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSALS
RFP NO. 24-05-REC**

CLEMENT TAYLOR PARK RESTORATION PROJECT



City of Destin, Florida
July 31, 2024

LG Strickland on behalf of
Louis Zunguze, City Manager *Louis Zunguze*
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**RFP NO. 24-05-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

☐

Name:

H&T Contractors, LLC

Partnership

☒

Address:

376 Ben King Road

Individual

☐

City, State, Zip:

Freeport, FL 32439

Other

☐

Telephone No.:

850-835-0231

Email:

timtindle@yahoo.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

H&T Contractors, LLC

The address of the principal place of business is:

376 Ben King Road, Freeport, Florida 32439

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: 04/15/2008
- b. State of Incorporation: Florida
- c. President's name: Sonya Tindle
- d. Vice President's name: Timothy D. Tindle, J.
- e. Secretary's name: Heather T. Bailey

f. Treasurer's name: Heather T. Bailey

g. Name and address of Resident Agent: Dana Matthewes, Destin, FL

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: 04/15/2008

b. Name, address and ownership units of all partners:

Sonya Tindle - 34% - Santa Rosa Beach, FL

Timothy D. Tindle, Jr. - 33% - Freeport, FL

Heather T. Bailey - 33% - Destin, FL

c. State whether general or limited partnership: Florida

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

16 years

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

FL CGC1517436

FL CUC1224504

FL FDOT #F262414585001

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

All aspects of site work and underground utilities.

10. State the name of the individual who will have personal supervision of the work:

Tim Tindle

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Dana Matthews, 4475 Legendary Drive, Destin, Florida 32541

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Sonya Tindle - 34% - Santa Rosa Beach, FL

Timothy D. Tindle, Jr. - 33% - Freeport, FL

Heather T. Bailey - 33% - Destin, FL

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

None

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	#7
b.	Non-Governmental Related Work	#10
	Total Work (a +b):	\$100,000,000 +/-

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
	First Florida Bank - 2000 Ninety-Eight Palms Blvd.	
	Destin, Florida 32541	
	850-269-1201	

16. What will be your turnaround time for written responses to City inquiries?

ASAP

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

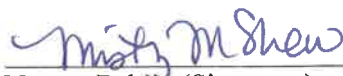
(Signed) 

CFO

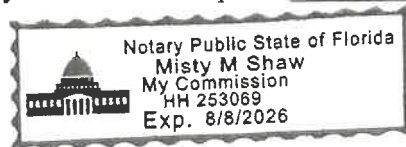
(Title)

Subscribed and sworn to before me

This 29th day of August, 2024


Notary Public (Signature)

My Commission Expires:



END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: 08/29/2024 Primary Contact Tim Tindle
Company: H&T Contractors, LLC
Address: PO Box 9, Freeport, FL 32439
Telephone: (850) 835-0231 Email: timtindle@yahoo.com

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	50,000.00	50,000.00
1.2	Construction Stakeout	1	LS	20,000.00	20,000.00
1.3	Maintenance of Traffic	1	LS	10,000.00	10,000.00
1.4	Testing / QC Plan	1	LS	15,000.00	15,000.00
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	30,000.00	30,000.00
1.6	Remove Curb Inlet	1	EA	4,000.00	4,000.00
1.7	Grading	1	LS	35,000.00	35,000.00
1.8	Demo - Asphalt	379	SY	10.00	3,790.00
1.9	Demo – Gravel Parking Lot	2,639	SY	6.00	15,834.00
1.10	Demo – Concrete Sidewalk	128	SY	20.00	2,560.00
1.11	Demo - Bathroom	1	LS	8,000.00	8,000.00
1.12	Demo - Playground	1	LS	10,000.00	10,000.00
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS	22,000.00	22,000.00
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	8.00	89,696.00
1.15	Irrigation (design/build) – add alternate	1	LS	60,000.00	60,000.00
1.16	4" Compacted 57 Stone	1537	SY	30.00	46,110.00
1.17	8" Limerock Base (LBR 100)	1537	SY	22.00	33,814.00
1.18	12" Stabilized Subgrade (LBR 40)	1537	SY	15.00	23,055.00
1.19	12" Flat Curb	869	LF	30.00	26,070.00
1.20	6" Thick Concrete Crosswalk	40	SY	135.00	5,400.00
1.21	4" Thick Concrete Sidewalk	6,226	SF	10.00	62,260.00
1.22	24' x 36' Pavilion with Concrete Pad	1	LS	182,902.00	182,902.00
1.23	14' X 14' Octagonal Gazebo (two entrances)	1	LS	35,195.00	35,195.00
1.24	Bathroom ADA Ramp	1	LS	36,275.00	36,275.00
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	165,000.00	165,000.00
1.26	Bathroom	1	LS	411,231.00	411,231.00
1.27	Concrete Wheel Stops	30	EA	150.00	4,500.00

1.28	Striping and Signage	1	LS	8,000.00	8,000.00
1.29	Type "C" Catch Basin	5	EA	7,000.00	35,000.00
1.30	Inlet Protection	5	EA	500.00	2,500.00
1.31	12" RCP	155	LF	120.00	18,600.00
1.32	15" RCP	152	LF	150.00	22,800.00
1.33	Manhole	1	EA	12,000.00	12,000.00
1.35	4" Conduit	118	LF	50.00	5,900.00
1.36	6" SSC	161	LF	260.00	41,860.00
1.37	1" WSC	161	LF	200.00	32,200.00
1.38	¾" WSC	24	LF	250.00	6,000.00
1.39	Water and Sewer Service Connections	1	EA	18,000.00	18,000.00
1.40	Playground Equipment and Install	1	EA	234,226.00	234,226.00
1.41	Site Lighting - Electric	1	LS	105,000.00	105,000.00
	Price Sum			Total	1,949,778.00
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS	182,902.00	182,902.00
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS	35,195.00	35,195.00
Alt. 1.26	Bathroom	1	LS	411,231.00	411,231.00
Alt. 1.40	Playground Equipment and Install	1	EA	234,226.00	234,226.00

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
by H&T Contractors, LLC

2. This sworn statement is submitted by _____ H&T Contractors, LLC _____ whose
business address is _____ 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ Sonya Tindle _____ and my relationship to the
entity named above is _____ Managing Member

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Yes Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

No The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

No The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

Yes The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: 08/29/2024

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of August, 2023, and is personally known to me, or has provided as identification.





Notary Public

My Commission expires:

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Freeport STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE:  DATE: 08/29/2024

NAME (TYPED OR PRINTED): John B. Irvin, IV

TITLE: _____

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as H&T Contractors, L.L.C. Principal, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (Five percent (5%) of the Contract Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 21st day of August, 20 24

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

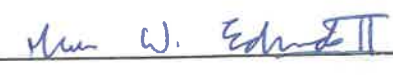
Surety (Print Full Name):

H&T Contractors, L.L.C.

Merchants National Bonding, Inc.

(Seal) Surety's Name and Corporate Seal

By:  (L.S.)

By: 

Signature (attach power of attorney)

Title: CFO

Title: Mark W. Edwards, II, Attorney-in-Fact

Attest: 

Signature and Title

Attest: 

Alisa B. Ferris, Vice President - Surety
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freese; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March, 2024.



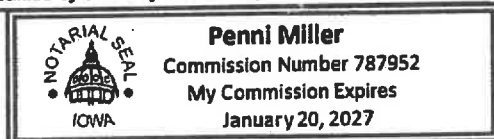
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of August, 2024.



William Warner Jr.
Secretary

END OF SECTION

RFP NO. 24-05-REC
ATTACHMENT NO. 6
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of August 13, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See § 200.323.

(J) See § 200.216.

(K) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

RFP NO. 24-05-REC
ATTACHMENT NO. 7
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Contract Work Hours and Safety Standards Act
17. [Reserved]
18. No Government Obligation to Third Parties
19. Program Fraud and False or Fraudulent Statements and Related Acts
20. Termination
21. Government-wide Debarment and Suspension (Non-procurement)
22. Privacy Act
23. Civil Rights Requirements
24. Breaches and Dispute Resolution
25. Patent and Rights in Data
26. Transit Employee Protective Agreements
27. Disadvantaged Business Enterprises (DBE)
28. [Reserved]
29. Incorporation of Federal Transit Administration (FTA) Terms
30. Drug and Alcohol Testing
31. Veteran's Preference/Employment
32. Occupational Safety and Health Act Compliance
33. Fair Labor Standards Act
34. Texting When Driving
35. E-Verify



Submittal Cover Sheet

RFP 24-05-REC

Clement Taylor Park Restoration Project

City of Destin

City Clerk's Office

4200 Indian Bayou Trail

Destin, Florida 32541

Copy





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Responsive Bidder Qualifications Statement
(Attachment 1)
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

☒

Name: Grand Bay Construction

Partnership

☐

Address: 110 Logan Lane Suite # 3

Individual

City, State, Zip: Santa Rosa Beach, Florida 32459

Other



Telephone No.: 850-231-1437

Email: info@grandbayconstruction.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

Grand Bay Commercial Construction, LLC

The address of the principal place of business is:

110 Logan Lane Suite #3

Santa Rosa Beach, Florida 32459

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: 3/15/2005
- b. State of Incorporation: Florida
- c. President's name: Christopher Burch
- d. Vice President's name: N/A
- e. Secretary's name: N/A
- f. Treasurer's name: N/A
- g. Name and address of Resident Agent: N/A

3. If responsive bidder is an individual or a partnership, answer the following: **N/A**

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:



-
-
- c. State whether general or limited partnership: _____
4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- N/A
-
-
-
5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- N/A
-
6. How many years has your organization been in business under its present business name?
- 19 Years
-
- Under what other former names has your organization operated?
- N/A
-
-
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
- Florida CGC # CGC1534972
-
-



-
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Please see attached resumes

10. State the name of the individual who will have personal supervision of the work:

Brian Campbell

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Christopher Burch 110 Logan Lane Suite #3, Santa Rosa Beach Florida



13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

N/A

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	\$375,000
b.	Non-Governmental Related Work	\$22,562,000
	<i>Total Work (a +b):</i>	\$22,937,000

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater



15. Bank References:

Bank	Address	Telephone
Hancock Whitney	14075 Emerald Coast Pky Destin	850-461-9076

16. What will be your turnaround time for written responses to City inquiries?

24 Hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None



19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None



20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

Christopher Burch

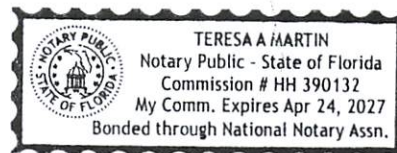
President

Subscribed and sworn to before me

This 28th day of August, 2024

Teresa A. Martin
Notary Public (Signature)

My Commission Expires: 04/24/27





Transmittal Letter

RFP 24-02-REC
Clement Taylor Park Restoration Project
City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541

RE: Transmittal Letter

City Clerk,

Please find enclosed and attached Grand Bay Construction's proposal in response to RFP 24-02-REC. We have included all the items outlined in the RFP herein. We have an exemplary record of project completion and performance; it is our goal to demonstrate our abilities to you both in this proposal as well as in the completion of this construction project. We look forward to working with the City of Destin on this project as well as many others to follow.

Thank you,

A handwritten signature in blue ink, appearing to read 'CB', is positioned above the printed name.

Chris Burch
Grand Bay Construction



Price Proposal
Attachment 2

**RFP NO. 24-02-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: June 27, 2024 Primary Contact Chris Burch

Company: Grand Bay Commercial Construction

Address: 110 Logan Lane Suite #3 Santa Rosa Beach Florida

Telephone: (850) 231-1437 Email: info@grandbayconstruction.com

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	\$65,500	\$65,500
1.2	Construction Stakeout	1	LS	\$6500	\$6500
1.3	Maintenance of Traffic	1	LS	\$6500	\$6500
1.4	Testing / QC Plan	1	LS	\$16,500	\$16,500
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	\$68,600	\$68,600
1.6	Remove Curb Inlet	1	EA	\$5000	\$5000
1.7	Grading	1	LS	\$18,500	\$18,500
1.8	Demo - Asphalt	379	SY	In Above	In Above
1.9	Demo – Gravel Parking Lot	2,639	SY	In Above	In Above
1.10	Demo – Concrete Sidewalk	128	SY	In Above	In Above
1.11	Demo - Bathroom	1	LS	In Above	In Above
1.12	Demo - Playground	1	LS	In Above	In Above
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS	\$15,000	\$15,000
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	\$3.17	\$35,500
1.15	Irrigation (design/build) – add alternate	1	LS	\$16,500	\$16,500
1.16	4" Compacted 57 Stone	1537	SY	\$8.12	\$12,500
1.17	8" Limerock Base (LBR 100)	1537	SY	\$21.14	\$32,500
1.18	12" Stabilized Subgrade (LBR 40)	1537	SY	\$18	\$27,666
1.19	12" Flat Curb	869	LF	\$19	\$16,511



1.20	6" Thick Concrete Crosswalk	40	SY	\$480	\$19,200
1.21	4" Thick Concrete Sidewalk	6,226	SF	\$10	\$62,260
1.22	24' x 36' Pavilion with Concrete Pad	1	LS	\$72,500	\$72,500
1.23	14' X 14' Octagonal Gazebo (two entrances)	1	LS	\$38,000	\$38,000
1.24	Bathroom ADA Ramp	1	LS	\$8200	\$8200
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	\$18,600	\$18,600
1.26	Bathroom	1	LS	\$452,834	\$452,834
1.27	Concrete Wheel Stops	30	EA	\$300	\$9000
1.28	Striping and Signage	1	LS	\$18,500	\$18,500
1.29	Type "C" Catch Basin	5	EA	\$9500	\$47,500
1.30	Inlet Protection	5	EA	\$500	\$2500
1.31	12" RCP	155	LF	\$300	\$46,500
1.32	15" RCP	152	LF	\$375	\$57,000
1.33	Manhole	1	EA	\$8500	\$8500
1.35	4" Conduit	118	LF	\$18	\$2124
1.36	6" SSC	161	LF	\$55	\$8855
1.37	1" WSC	161	LF	\$45	\$7245
1.38	¾" WSC	24	LF	\$42	\$1008
1.39	Water and Sewer Service Connections	1	EA	\$2000	\$2000
1.40	Playground Equipment and Install	1	EA	\$259,961	\$259,961
1.41	Site Lighting - Electric	1	LS	\$102,500	\$102,500
	Price Sum			Total	\$1,588,064
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS	In Above	In Above
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS	In Above	In Above
Alt. 1.26	Bathroom	1	LS	In Above	In Above
Alt. 1.40	Playground Equipment and Install	1	EA	In Above	In Above



GBC has included \$30,000 for permitting fees and Surveying. GBC warrants all work for this project in accordance with the project documents as well as all regulatory requirements. Upon award, GBC will provide product information for all materials used in accordance with the project documents. Product information for the pavilion and restrooms are included with this submittal.

GBC will provide temporary fencing, erosion control and tree protection for the project during the mobilization phase of the project schedule outlined below. We understand the importance of the majesty of the existing vegetation and trees on this site and fully understand their importance. Protection and preservation of this vegetation will be of high priority for the duration of this effort. GBC will coordinate all long lead items with the demolition efforts for the least possible impact to the users.

As a **betterment**, GBC has included not only the replacement of the decking boards at the dock as well as the replacement of the 2"x10" and 2"x6" handrails and guardrails at the dock. All fasteners used in this work will be A300 series stainless steel. We have also included site and bathroom electrical. GBC does not anticipate any work outside this RFP which would need to be done by the city for this project.

GBC proposes the following tentative high-level project schedule:

GBC Receives NTP = November 1, 2024 (Tentative)

GBC Procurement / Permitting / Submittals – November 1, 2024 – January 31, 2024

Receive Construction Drawings for Restrooms – February 1, 2025

State Approvals for Restrooms – March 1, 2025

Mobilization Complete – December 1, 2024

Demolition – December 1, 2024 – February 1, 2025 (Coordinated with Long Lead Items)

Sitework and Site Utilities – December 18, 2024 – January 1, 2025

Dock Construction – January 6, 2024 – January 18, 2025

Restrooms and Playground Areas – February 1, 2025 – August 31, 2025

Parking Lot Construction on Paving - May 10, 2025 – August 1, 2025

Landscaping – July 13, 2025 – August 25, 2025

Punchlist / Project Closeout August 31, 2025 – September 20, 2025

Substantial Completion – September 21, 2025

Project Complete – January 31, 2026



Public Entity Crime Form
Attachment 3
RFP NO. 24-02-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFP No. 24-02-REC

2. This sworn statement is submitted by Christopher Burch _____ whose business address is 110 Logan Lane Suite # 3 Santa Rosa Beach Florida

and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Christopher Burch _____ and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:



1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.
A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)
____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)
____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



GRAND BAY
CONSTRUCTION

Christopher A Burch

Christopher Burch

Date: *08/28/24*

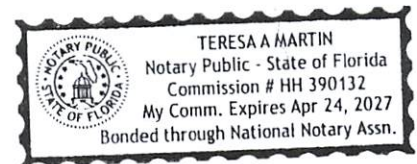
STATE OF FLORIDA

COUNTY OF *Walton*

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who,
after first being sworn by me, affixed his/her signature at the space provided above on
this *28th* day of *August*,
^{*24*}2023, and is personally known to me, or has provided
as identification.

My Commission expires: *04/24/27*

Notary Public: *Teresa A. Martin*



END OF SECTION



Completed Drug Free Workplace Certification Form

Attachment 4

RFP NO. 24-02-REC

ATTACHMENT NO. 4

DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Grand Bay Commercial Construction, LLC

ADDRESS: 110 Logan Lane Suite # 3, Santa Rosa Beach, Florida 32459

TELEPHONE NUMBER: 850-231-1437

SIGNATURE: _____

DATE: _____

8-29-24



NAME (TYPED OR PRINTED): Christopher Burch

TITLE: President

END OF SECTION



Bid Bond

Attachment 5

**RFP NO. 24-02-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Grand Bay Commercial Construction, LLC Principal, and as Surety, are hereby held and firmly bound unto the City of Destin, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) Five Percent for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 23rd day of August, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-02-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

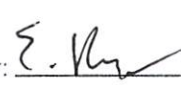
Grand Bay Commercial Construction, LLC

Merchants Bonding Company (Mutual)

(Seal) Surety's Name and Corporate Seal

By: 

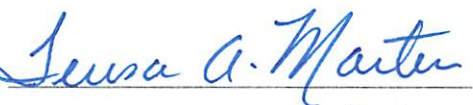
(L.S.)

By: 

Signature (attach power of attorney)

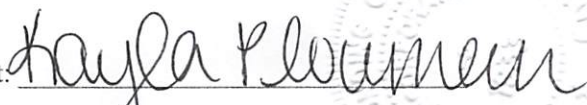
Title: President

Title: Eric Ragone, Attorney-in-Fact

Attest: 

Signature and Title

office manager

Attest: 

Signature and Title

Kayla Plowman, Sr. Acct. Mgr.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Eric Ragone; Frances L Mooney; William Underwood

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



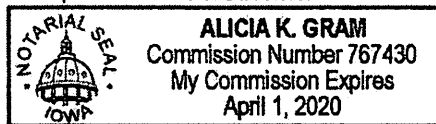
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of August, 2024.



William Warner Jr.

Secretary



Proof of Licensing and Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BURCH, CHRISTOPHER ANDREW

GRAND BAY COMMERCIAL CONSTRUCTION LLC
110 Logan SUITE 3
SANTA ROSA BEACH FL 32459

LICENSE NUMBER: CGC1534972

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/14/2024

Do not alter this document in any form.

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





STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC1534972

ISSUED: 08/14/2024

CERTIFIED GENERAL CONTRACTOR

BURCH, CHRISTOPHER ANDREW

GRAND BAY COMMERCIAL CONSTRUCTION

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES

EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1534972

EXPIRATION DATE: AUGUST 31, 2026

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

BURCH, CHRISTOPHER ANDREW
GRAND BAY COMMERCIAL CONSTRUCTION LLC
110 Logan SUITE 3
SANTA ROSA BEACH FL 32459



ISSUED: 08/14/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



Proof of Insurance



GRANBAY-01

MDIKTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 244-5159	FAX (A/C, No): (850) 837-8894
INSURED Grand Bay Construction, LLC 110 Logan Lane Ste. 3 Santa Rosa Beach, FL 32459	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GuideOne National Insurance Company	NAIC # 14167
	INSURER B: Auto-Owners Insurance Company	18988
	INSURER C: Evanston Insurance Company	35378
	INSURER D: Lloyds of London	15792
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			56300071301	10/13/2023	10/13/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						RETRO EE BEN OC \$
B	AUTOMOBILE LIABILITY			5029356500	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
C	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE		MKLV2EUL105782	10/13/2023	10/13/2024	EACH OCCURRENCE \$ 2,000,000
	☐ DED ☐ RETENTION \$		AGGREGATE \$ 2,000,000				
			\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
D	Prof. Errors & Omiss			PSM0839820736	11/24/2023	11/24/2024	E.L. DISEASE - POLICY LIMIT \$
							Limit of Liability 1,000,000

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

*All Policies are subject to the exclusions and limitations of the policy forms.

General Contractors License Number-CGC/CGC1509111

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Project Approach and Performance Differentiators

GBC will provide this project with an exceptionally high level of local support through all phases of the construction process. We will have an onsite fully dedicated project team with local construction execution experience to ensure the smoothest restoration process possible for the City of Destin and all the associated stakeholders.

Our approach to the construction process begins from the moment of a notice of award. Our dedicated procurement staff will immediately begin the process of subcontracting with our local partners for this effort with special emphasis placed on the long lead playground equipment and bathrooms. The procurement of these two unique items are essential to successful execution of the construction schedule. Careful consideration will be placed on having these items installed in a manner which will ensure their long-term sustainability.



Past Performance Examples

Grand Bay Construction (GBC) was founded in 2005 by Chris Burch. Mr. Burch graduated from Auburn University with a Bachelor of Science Degree in Building Science.

GBC is widely recognized as one of the most reputable and prominent construction companies in North Florida having completed over 100 projects in the area. With a specific focus to client and end user needs these projects have set the standard for construction efforts in the area.

All of our projects are shining examples of the quality and service GBC provides to all clients on a daily basis. We have included several recent project examples which illustrate the attention to detail we have become passionate about providing to each facility. The Clement Taylor Park Restoration will be a welcome addition to the family of projects.



Capability Statement

PROFILE AND CORE COMPETENCIES

Grand Bay Construction, LLC has been building in the Florida Panhandle since 2005. Grand Bay has a strong presence in renovation and commercial construction services and has established itself as the premier construction firm along the Gulf Coast. Bringing the highest level of knowledge and expertise, Grand Bay's commitment to delivering exceptional quality and unparalleled customer service sets it apart in the industry. Our experienced team has comprehensive knowledge and expertise in all aspects of construction. Our commercial division specializes in constructing buildings that meet the specific needs of government and educational institutions. We understand the importance of functionality, efficiency, and durability in public sector projects and will deliver exceptional results.

DIFFERENTIATORS

Local Presence: Our experienced team has 18-years of successful local operating history in the Florida panhandle

Experience: Alignment with an expansive, veteran commercial construction management team. The owner and operator of GBC is a graduate of Auburn University's Building Science program with an extensive background in commercial construction.

Collaborative Approach: Our team is dedicated to understanding our client's vision and ensuring their objectives are met within the project's scope, timeline, and budget. We have a uniquely client-centric, philanthropic, and relationship-focused company culture.

RECENT PROJECTS

Grand Bay Construction, LLC, currently has approximately \$30 million under contract and in progress

- ▷ Office Buildout
Client: Primary Care South
Location: Santa Rosa Beach
- ▷ Office Buildout
Client: Beachy Beach
Real Estate
Location: Panama City, FL
- ▷ Tennis Center Expansion
Client: Alys Beach
Location: Alys Beach, FL
- ▷ Churchill Oaks
Location: Santa Rosa Beach
Contract Price: \$2.1 million
- ▷ Heritage Dunes
Location: Santa Rosa Beach
Contract Price: \$3.2 million
- ▷ Watersound Bridges
Location: Watersound, FL
Contract Price: \$2.6 million
- ▷ Gulf Place
Location: Santa Rosa Beach
Contract Price: \$2.1 million



"The build out of the new space and the move had to be accomplished in less than three weeks with minimal downtime. GBC immediately took ownership in the project and with a strong sense of urgency and initiative, the timeframes were met and the new store opened on the scheduled date. The project was a success"

*-Wendy Knowles at Hartmann Luggage
on working with Grand Bay Construction*



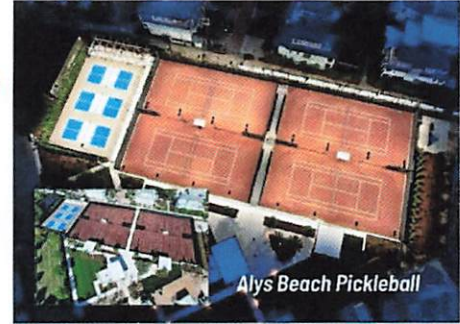


GRAND BAY
CONSTRUCTION



Black Bear Bread Co.

IF YOU CAN
DREAM IT
Grand Bay Commercial Construction
CAN **BUILD IT**
grandbaycommercial.com



Alys Beach Pickleball

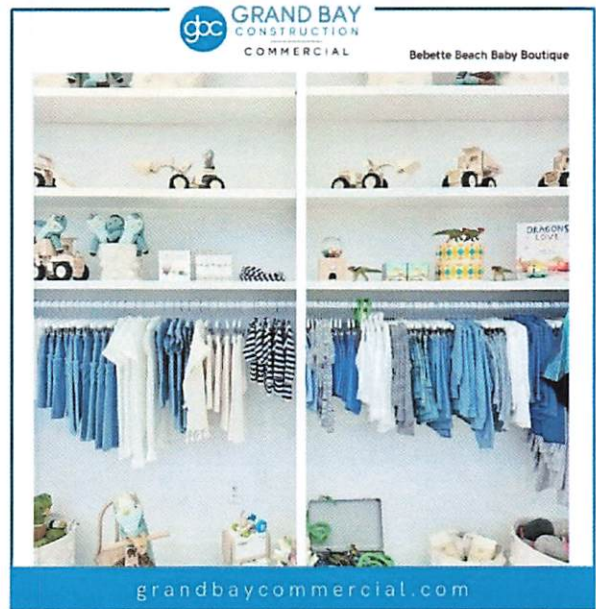


Vin'ti Food & Wine





GRAND BAY
CONSTRUCTION



gbc
GRAND BAY
CONSTRUCTION
COMMERCIAL

IF YOU CAN DREAM IT. WE CAN BUILD IT.

grandbaycommercial.com

Since 2018 our veteran level team has constructed and remodeled spaces for leading brands like Faherty, Tommy Bahama, and Billabong.



LEE CARROLL

INDUSTRY PROFESSIONAL

CONTACT

(678) 662-0064
lcarroll@levelworkforce.com
Atlanta, GA

PERSONAL INTERESTS

Faith
Family
Friends
Fitness
Philanthropy

EDUCATION

Bachelor of Science in Building Construction
Auburn University

1995-2000

Sigma Chi Social Fraternity: Chapter
President 1998, Pledge Class President
1995

SPECIALTIES

Highly proficient in leading prospective deals, programs & teams from conceptual opportunities through complete project delivery.

Executive management of diverse teams in achieving common and time sensitive goals while addressing variable operating conditions.

Significant experience in business operations, innovative capital solutions for businesses and real estate related ventures.

Unique ability to organize, communicate, solve problems, deploy resources & lead in a structured and timely manner while successfully navigating cost, time and scope constraints from multiple stakeholders.

ABOUT

With 25 years of experience in real estate, design, and construction, Lee is a seasoned professional with a demonstrated track record of focus, discipline, drive, creativity, and humility. Throughout his career, Lee has consistently applied his expertise and passion to deliver exceptional results for clients and partners alike.

PROFESSIONAL EXPERIENCE

Cloud Holdings, LLC
Managing Member

2016-Present

2018-Present

Level Workforce

Chief Operating Officer
www.levelworkforce.com
Global Network, National Footprint

- Executive coaching and business management consulting with commercial general contractors having annual revenues ranging from \$5M-\$200M.
- Level Workforce helps businesses connect with real estate and construction professionals in various verticals to address consulting, support, and staffing needs while combatting the cyclical nature of the industry and workforce shortages.
- Industry disruptor aligning savvy management professionals, desiring work-life balance with credible companies as the world moves towards outsourcing and a "gig" workforce economy.

Cloud Construction + Facilities Maintenance 2016-Present
Managing Member

Greater Atlanta Area HQ, National Footprint

- Modern general contracting, construction management & facilities maintenance firm specializing in QSR, fuel/C-store, retail, healthcare, and public works projects for national clients with recurring pipelines.
- Distributed workforce model enabling employees to live and work remotely. Industry disruptor & candidate to be acquired.
- License holder/agent for 22 states.



GRAND BAY CONSTRUCTION

VOLUNTEERING

Industry Advisory Council Member
Auburn University, McWhorter
School of Building Science
2018-Present

Northside Youth Organization (NYO)
Softball, Football & Baseball
2014-Present

Northpoint Ministries, Buckhead
Church Attendee & Small Group
Leader (couples & men's groups)
2009-Present

Entrepreneur Organization (EO)
Member & Forum Group Moderator
2013-2016

CREDENTIALS

Top 40 under 40 recipient, Birmingham
Business Journal

Fastest growing companies, Alabama
Business Journal

Inc 5000 fastest growing companies
Best places to work, Atlanta Business
Journal

**State Contractor License holder and
licensing agent** in: AL, AZ, AR, CO, FL, GA,
ID, IL, IN, KY, LA, MS, MD, NE, NM, NC,
ND, OH, PA, SC, TN, TX, VA, WI

NASCLA certificate holder & qualifier

Student Private Pilot license holder

EO Forum Moderator

Auburn University "Top Tiger Award"
multi-year recipient

REFERENCES & PROJECT HISTORY

Available upon request

PROFESSIONAL EXPERIENCE (CONT.)

Third Lens Corporation

Founder Board President
www.third-lens.org

2009-Present
2009-2022

Third Lens Ministries is changing how real estate projects are built in the non-profit world. The Third Lens platform connects our network of architects, engineers, real estate and construction professionals with strategic partners and organizations needing facilities. Construction projects present inherent operational and financial risks to the organization if not stewarded properly by trained professionals. The ministry provides comprehensive management services for the planning, design, and construction of capital projects throughout the world and across multiple continents.

Blue Holdings Capital

Chief Executive Officer

2005-2016

Blue Ox Construction (retail)
Blue Door Homes (residential)
Blue Door Architecture
Blue Door Interiors

A vertically integrated group of real estate, finance, design, and construction companies working in a synergistic and complementary setting, executing & delivering a variety of real estate development ventures throughout the US, including the Florida coastal region.

Hermosa Construction Group, 8(a) certified

Chief Executive Officer (Consultant)

2008-2013

Greater Atlanta Area, HQ
Washington DC, Satellite

- Provides advanced construction, development, and program management services to the Healthcare and Federal Government sectors.
- Pioneered market strategy and credentialing to gain unique, negotiated access to a robust and recurring pipeline of projects following the 2008 financial crisis.

The Carroll & Green Group, Inc.

President

2002-2007

Commercial & Residential real estate development and design/build firm with a southeastern footprint of projects and personnel. Scatter lot infill, on and near campus housing, residential new construction, and mixed use/multi-family.

Hoar Construction

Project Manager
www.hoar.com

1998-2002

An ENR top 100 commercial general contractor specializing in Commercial Project Management for Healthcare, retail, hospitality, higher education & financial institutions.



Brian Campbell – Senior Construction Executive / Manager

251 Indian Bay
Drive Freeport,
Florida 32439
850+687-6777

Highly Experienced Manager, Site Manager, Construction Manager, Quality Control Manager, and Safety Supervisor with over 25 years' experience in the construction field. Supervised new building projects which included mechanical, HVAC, piping, civil, roads, concrete and structural, electrical. Extensive experience in high / midrise resort properties in Destin, Florida as well Federal Design and Construction efforts across the United States.

Work Experience

Sr. Construction Manager

Grand Bay Construction
November 2020 to Present

Senior Programming Manager for large scale DoD and Federal Government projects nationwide. Programming Federal Design and Construction efforts from conception to award and through construction execution. Provide strategic facilities inputs at all levels from site selection, space allocation, budgeting, procurement strategies and change management. Deep understanding of Federal procurement processes and inputs required for successful efforts from both programming and awardee success.

Vice President Preconstruction

SEI Group, Inc - Huntsville, AL
October 2016 to November 2020

Divisional Vice President responsible for growth/expansion of construction project base including evaluation and selection of targeted opportunities. Program Manager of existing construction and electrical/electronic systems projects.

Program Manager

CCI Group - Eglin
AFB 2011 to 2016



USAF Simplified Acquisition of Base Engineering Requirements (SABER) Contract Program Manager. Duties included all facets of Program Management, including staff management, client

relations, task order oversight, estimating, programming, financial reporting, project execution and closeout. Approximately 100 task orders and contracts totaling over \$10M annually.

Program Manager

Alutiiq - Huntsville, AL
2008 to 2011

Managed B & P activity, including selecting teaming partners, selection of pursuits, oversight and management of estimating functions, coordinated the work of Project Managers and field staff throughout the southeast, Midwest and Northeast. Managed divisional budgets, project cost reporting and scheduling. Projects ranged in value from \$5M to \$120M.

Senior Project Manager

W.G. Yates & Sons Construction -
Destin, FL 2003 to 2007

Senior Project Manager with ultimate responsibility for project execution and delivery. Projects include high rise multifamily projects along the coast of North Florida, including Marbella, Palms of Destin, Silver Beach and One Beach Club Drive.

Project Manager

The Haskell Company - Jacksonville, FL
1998 to 2003

Project Manager with ultimate responsibility for project execution and delivery. Projects include design build and traditional construction projects, Medium Security Federal Prison (Yazoo, MS), Educational Facilities (Lavilla Middle School – Jacksonville, FL), Nassau County Court House (Yulee, FL), Multiple Surgery Centers (Dayton Beach, FL).

Education & Skills

Auburn University 1998 –

B.S. Building Science



Tommy Bahama, Grand Boulevard





GRAND BAY
CONSTRUCTION





Arbor Wealth Management





GRAND BAY
CONSTRUCTION

Summer Story





GRAND BAY
CONSTRUCTION

Project Product Data

Price Proposal: Clement Taylor Park Restoration Project
Owner: City of Destin, FL
Bid Date: 8/29/2024, 2:00 PM
Reference: 11133

Our Offer to Sell:

1. Prefabricated Restroom Building delivered to site @ \$ 290,096

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 39,753 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all final plumbing connections at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 329,849

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.
16. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSALS
RFP NO. 24-05-REC**

CLEMENT TAYLOR PARK RESTORATION PROJECT



City of Destin, Florida
July 31, 2024

K. Strickland on behalf of
Louis Zunguze, City Manager *Louis Zunguze*
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive proposals for the restoration of Clement Taylor Park. The existing park is located on a 3.39-acre parcel in the City of Destin at 131 Calhoun Ave.

As outlined in the project design plans, demolition shall include, but may not be limited to, the existing bathroom, playground, various walkways, and existing parking lot, improvements shall include, but may not be limited to, a new pavilion, gazebo, bathroom, playground, parking and sidewalk improvements, necessary ADA walkways/ramps, potable and sanitary sewer service lines, board for board replacement of portions of the pier, and final site grading and stabilization.

Project plans and specifications, and submittal requirements can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFP NO. 24-05-REC, "CLEMENT TAYLOR PARK RESTORATION PROJECT"**, along with the name, return address and telephone number of the submitter, no later than **2:00 p.m. (CST)**, on **August 29, 2024** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Louis Zunguze
City Manager

REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

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REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposals (RFP) to secure proposals from qualified contractors for the restoration of Clement Taylor Park. The existing park is located on constructed on a 3.39 acre parcel, in the City of Destin at 131 Calhoun Ave. This project is funded through a subrecipient grant award with Okaloosa County and is subject to all procurement provisions for RESTORE Act Direct Component and standards set forth in 2 CFR 200.318 – 200.326.

It is the responsive bidder's responsibility to read and understand the requirements of this request for proposal. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFP carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFP. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

- A. The City of Destin will accept RFP responses until **August 29, 2024 at 2:00 P.M. (CST)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**.
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFP submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFP responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at

REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

- the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFP and prior to the award being made.
- C. All RFP's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on August 29, 2024 no later than 2:00 P.M. (CST). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
 - D. Respondents may request information regarding the RFP in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
 - E. If any addendum(s) are issued to this RFP, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFP response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFP response.
 - F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFP responses shall be submitted in a sealed package clearly marked on the outside "RFP 24-05-REC, Clement Taylor Park Restoration Project" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
 - G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFP. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFP submittal.
 - H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
 - I. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.
 - J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
 - K. The Bid Committee shall consist of City of Destin staff members.
 - L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFP; damages, if any, shall be limited to the actual cost of the preparation of the RFP.

REQUEST FOR PROPOSALS
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CLEMENT TAYLOR PARK RESTORATION PROJECT

M.

PROCUREMENT SCHEDULE	
Tasks	Date
RFP issued	July 29, 2024
Last day for questions to be submitted	August 9, 2024
Due Date/Bid opening	August 29, 2024
Tentative Date - Bid Committee Evaluation	September 19, 2024
Tentative Date – City Council Meeting	October 7, 2024
Tentative Date- Execution of Contract	October 21, 2024
Tentative Date -Notice of Award	October 21, 2024
Tentative Date- Notice to Proceed	TBD

3.0 SCOPE OF WORK

The Clement Taylor Park Restoration Project shall include, but may not be limited to, demolition of the existing bathroom, playground, various walkways, and existing parking lot, improvements shall include, but may not be limited to, a new pavilion, gazebo, bathroom, playground, parking and sidewalk improvements, potable and sanitary sewer service lines, necessary ADA walkways/ramps, board for board replacement of portions of the pier, and final site grading and stabilization.

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, and construction is estimated to be approximately \$1,500,000.00. Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.1 Project Schedule

Final Completion Deadline is January 31, 2026. Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

- The Contractor being unable to work at least 50% of the normal workday on

REQUEST FOR PROPOSALS
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- predetermined controlling work items; or
- The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	November 30, 2024
Begin Construction	January, 2025
Substantial completion date	December 31, 2025
Complete Construction	January 31, 2026

4.0 PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.2 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs anytime of marine contraction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

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- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

4.3 Bonding Requirements

- a. Bid Bond Security
All bidders shall furnish with their bids a bid bond (Attachment No. 5). Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents (Attachment No. 9). The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.
- b. Performance and Payment Bond
The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.
- c. The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance

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shall have the same effect on such bidder as though he were the original, successful bidder.

4.4 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

- a. City of Destin General Permit
- b. City of Destin Building Permit
- c. Submit White Sand Application Form
- d. Any and all other applicable and/or required federal, state, and local permits

4.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 PROJECT CONTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFP includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

Specific products including the Pavilion, Gazebo, Bathroom Building, and Playground are provided in the plans. Please provide a bid price for the items that are specified in the plans. The city may consider alternative items after the bid has been awarded. Please provide information and pricing for any of the four alternates listed on the price proposal form if an alternate is preferred. Alternates may be considered provided they meet or exceed the performance and quality specifications outlined for the originally specified products.

5.1 Scope of Work shall include, but may not be limited to;

- a. Demolition
 - a. Bathroom
 - b. Playground
 - c. Walkways
 - d. Parking lot
- b. Improvements
 1. Pavilion
 2. Gazebo

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3. Bathroom
4. Playground
5. Parking lot
6. Sidewalk
7. Potable and sanitary sewer service line extension
8. ADA walkways/ramps
9. Final site grading and stabilization.

5.2 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
- f. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.3 Schedule for Delivery of Materials

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The successful respondent shall be responsible for receiving all materials delivered.

5.4 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.5 Site Utilities (Potable Water, Wastewater, and Storm Drainage/Stormwater)

All site utilities shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.6 Material Data

- a. Bids should be based on materials and products, as outlined in the engineered drawings and specifications, or their equivalent. Bid submittals must include product/material specification sheets for each comparable or "equivalent" material or product.
- b. Backfill/Sand
Project is located in City of Destin White Sand Zone 1. (Ord. 02, LDC 11.07.02). *White sand must be used as fill material which is to remain uncovered in Zone 1. Other materials may be used under special conditions stipulated by Section 11.07.05.*

5.7 Construction Administration & Management

- A. Identify a Construction/ Quality Assurance Supervisor
 1. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
 1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
 2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
 3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
 4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees.

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5.8 Warranty Submittal Requirements

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The City shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.9 Project Close-Out

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

In order to accept project as final the following must occur:

- 1. Completion of the punch list.
- 2. Acceptance and occupancy of the project.
- 3. Submission and approval of final invoice.
- 4. Submission of all product warranties and operating manuals.
- 5. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- 6. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
- 7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
- 8. Provide at close of project, all Operations and Maintenance Manuals that
 - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

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9. Provide written warranties covering quality of labor and installation of all
 - a. products/materials.
10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures:

- A. Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price. As part of the Bid Committee's review process, the Bid Committee may require proposers to appear at a meeting of the Bid Committee to answer questions relating to their proposals and related materials submitted to the City.
- C. Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores, and summarize the scores in a ranking matrix to be forwarded to the City Council. Non-voting advisors of the Bid Committee may attend this meeting.
- D. Upon consideration of all available information, including the Bid Committee's ranking, related materials submitted by or relating to the proposers' proposals and experience, and presentations to the City Council, including proposers' responses to questions posed by the City Council, the City Council may, in the exercise of its discretion over such procurement decisions, rank all responsive proposals using a method such as the following, consistent with the City's Purchasing Manual. In evaluating proposals, the City Council shall generally have three options: (1) individually re-scoring by each Council Member the top 3 bids in accordance with the same scoring criteria and calculations used by the Bid Committee, if applicable, and either awarding the bid to the highest-ranked proposer or directing City staff to negotiate a contract with that proposer; (2) ranking all responsive proposers on the basis of which proposers will, in the Member's opinion based on all available information, best meet the City's needs; or (3) directing City staff

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to negotiate a contract with the proposer ranked highest by the Bid Committee.

- E. After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that best meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. Accordingly, the City Council will typically direct City staff to negotiate a contract with the proposer whose proposal is ranked best by the Council. If such negotiations are successful, City staff will bring the resulting negotiated contract to the Council for Council's final approval and the award of the bid; if the negotiations are unsuccessful, City staff are to come to the Council with a request to negotiate toward a contract with the second-best ranked proposer. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract. The bid is not considered awarded until Council's approval of the contract.

6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder

Criteria is listed numerically by their relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
TOTAL	100

1. Price Proposal

- a) Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- b) Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- c) Did responsive bidder provide all the requested cost information?
- d) How competitive is the price proposal compared to the others received?

2. Qualifications and Experience

- a) Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- b) Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- c) Do financial qualifications clearly demonstrate financial stability of the company?

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3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- e) Does contractors schedule and availability practical and meet project requirements?

4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
Basis of evaluation:
 - (i) A pattern of successful completion of work
 - (ii) A pattern of work identical to, similar to, or related to the work the project requires.
 - (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?
- (c) Did the bid proposal provide three references?

7.0 PRICE PROPOSAL REQUIREMENTS

The following list of items are requirements and information the contractor shall include in their proposal:

- A. Any and all fees shall be included in the price proposal form (Attachment No. 2). Cost breakdown should include primary construction costs, i.e., mobilization, demolition, materials, as shown on the price proposal form.
 - 1. On your letterhead, provide and identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
 - 2. Provide product information for all materials used including manufacturer warranties.
 - 3. On your letterhead, provide construction workmanship warranty information.
 - 4. On your letterhead, provide detailed, specific project approach, describing the means and methods of accomplishing the work including:
 - a. Address protection of the site's existing features, i.e., trees, etc.
 - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
 - 5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required

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to successfully complete this project, including pre-construction meetings, if awarded.

- B. On your letterhead, provide and identify any other work required to complete the project not outlined in engineered plans or this RFP.
- C. On your letterhead, provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.
- D. Provide assurance of contractor's ability to meeting the deadline of the project.
- E. The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the contractor completed in the past five (5) years:

- Name of the project
- Location of the project
- Name, title, and contact information for the client
- Project budget
- Date of completion of the project

- F. All items above may be placed in the same document on your letterhead. Ensure all items are clearly identified.

Price Proposals omitting any of the above information may be deemed to be incomplete and removed from consideration.

8.0 SUBMITTAL REQUIREMENTS

A. No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

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B. Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by **August 9, 2024 at 2:00 p.m. (CST)**. Questions or requests for Bid documents, plans and specifications regarding this RFP may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

C. Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Proposal. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

D. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFP submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

E. Drug-Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

F. Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

G. Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications

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3. **Responsive Bidder Qualification Statement**, Attachment No. 1
4. **Transmittal Letter**: provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement**: provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.
6. **Price Proposal Form**, Attachment No. 2 and other required documentation as outlined in section 7.0 Price Proposal Requirements.
7. **Completed Public Entity Crime Form**, Attachment No. 3
8. **Completed Drug Free Workplace Certification Form**, Attachment No.4
9. **Completed Bid Bond Form**, Attachment No. 5
10. **Proof of Insurance**: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications**: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.
12. **Addendums** (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

H. Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CST), on Thursday, August 29, 2024**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 20-08-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT”** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

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CLEMENT TAYLOR PARK RESTORATION PROJECT

I. Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at 2:00 p.m. (CST), on August 29, 2024 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

J. Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

K. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**RFP NO. 24-05-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Email: _____		

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

The address of the principal place of business is:

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

10. State the name of the individual who will have personal supervision of the work:

11. State the name and address of attorney, if any, for the business of the responsive bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<i>Total Work (a +b):</i>	

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone

16. What will be your turnaround time for written responses to City inquiries?

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: _____ Primary Contact _____

Company: _____

Address: _____

Telephone: (_____) _____ Email: _____

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS		
1.2	Construction Stakeout	1	LS		
1.3	Maintenance of Traffic	1	LS		
1.4	Testing / QC Plan	1	LS		
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS		
1.6	Remove Curb Inlet	1	EA		
1.7	Grading	1	LS		
1.8	Demo - Asphalt	379	SY		
1.9	Demo – Gravel Parking Lot	2,639	SY		
1.10	Demo – Concrete Sidewalk	128	SY		
1.11	Demo - Bathroom	1	LS		
1.12	Demo - Playground	1	LS		
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS		
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY		
1.15	Irrigation (design/build) – add alternate	1	LS		
1.16	4” Compacted 57 Stone	1537	SY		
1.17	8” Limerock Base (LBR 100)	1537	SY		
1.18	12” Stabilized Subgrade (LBR 40)	1537	SY		
1.19	12” Flat Curb	869	LF		
1.20	6” Thick Concrete Crosswalk	40	SY		
1.21	4” Thick Concrete Sidewalk	6,226	SF		
1.22	24’ x 36’ Pavilion with Concrete Pad	1	LS		
1.23	14’ X 14’ Octagonal Gazebo (two entrances)	1	LS		
1.24	Bathroom ADA Ramp	1	LS		
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS		
1.26	Bathroom	1	LS		
1.27	Concrete Wheel Stops	30	EA		

1.28	Striping and Signage	1	LS		
1.29	Type "C" Catch Basin	5	EA		
1.30	Inlet Protection	5	EA		
1.31	12" RCP	155	LF		
1.32	15" RCP	152	LF		
1.33	Manhole	1	EA		
1.35	4" Conduit	118	LF		
1.36	6" SSC	161	LF		
1.37	1" WSC	161	LF		
1.38	¾" WSC	24	LF		
1.39	Water and Sewer Service Connections	1	EA		
1.40	Playground Equipment and Install	1	EA		
1.41	Site Lighting - Electric	1	LS		
	Price Sum			Total	
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS		
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS		
Alt. 1.26	Bathroom	1	LS		
Alt. 1.40	Playground Equipment and Install	1	EA		

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.

END OF SECTION

RFP NO. 24-05-REC
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____ whose business address is _____

and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature) Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2023, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____
Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as
Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of
this Bond.

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By: _____ (L.S.) By: _____

Signature (attach power of attorney)

Title: _____

Title: _____

Attest: _____

Attest: _____

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 24-05-REC
ATTACHMENT NO. 6
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of August 13, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See [§ 200.323](#).

(J) See [§ 200.216](#).

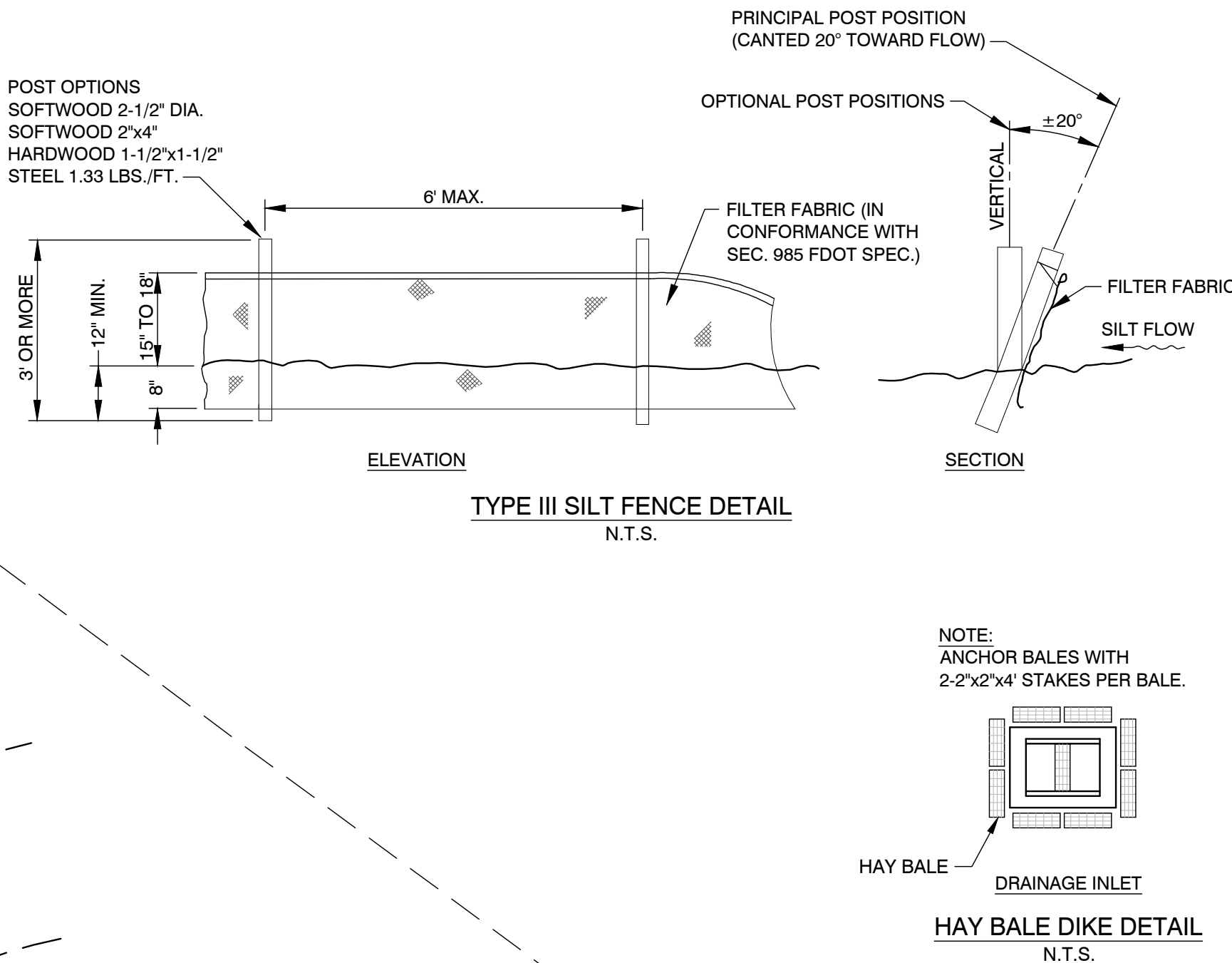
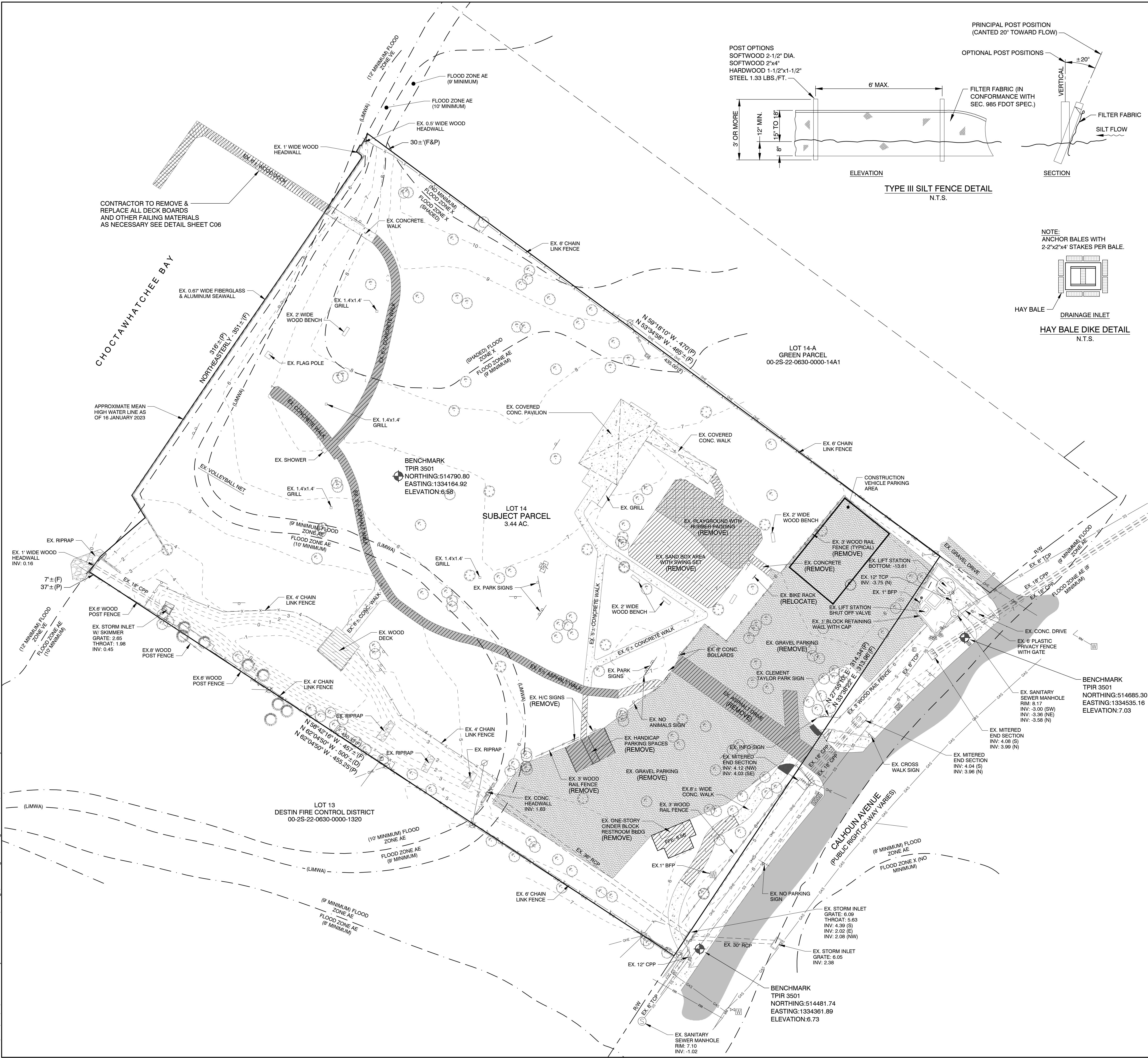
(K) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

RFP NO. 24-05-REC
ATTACHMENT NO. 7
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Contract Work Hours and Safety Standards Act
17. [Reserved]
18. No Government Obligation to Third Parties
19. Program Fraud and False or Fraudulent Statements and Related Acts
20. Termination
21. Government-wide Debarment and Suspension (Non-procurement)
22. Privacy Act
23. Civil Rights Requirements
24. Breaches and Dispute Resolution
25. Patent and Rights in Data
26. Transit Employee Protective Agreements
27. Disadvantaged Business Enterprises (DBE)
28. [Reserved]
29. Incorporation of Federal Transit Administration (FTA) Terms
30. Drug and Alcohol Testing
31. Veteran's Preference/Employment
32. Occupational Safety and Health Act Compliance
33. Fair Labor Standards Act
34. Texting When Driving
35. E-Verify

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- #### CITY OF DESTIN DUST CONTROL REQUIREMENTS
1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
 2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
 3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
 4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
 5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
 6. WATER WILL E APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
 7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
 8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
 9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
 10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
 11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
 12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
 13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
 14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

- #### CITY OF DESTIN VIBRATION IMPACTION REQUIREMENTS
1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, PILE DRIVING, EARTHWORK, COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRUST ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
 2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

CITY OF DESTIN CONSTRUCTION SCREENING CRITERIA

THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

- #### EROSION NOTES
1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
 2. SILT FENCE BARRIER SHALL BE INSTALLED AS SHOWN ON PLANS, AND IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
 3. SILT FENCE TO BE CONSTRUCTED AND MAINTAINED AROUND ALL INLETS; ALSO ACROSS ALL COURSE AT EDGE OF SITE AND AT 150' INTERVALS.

SIGNAGE NOTE

"CONSTRUCTION ZONE AHEAD" SIGNAGE TO BE PLACED AT BOTH ENDS OF CONSTRUCTION ZONE, WITHIN VIEW OF TRAFFIC, AND REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION ACTIVITY.

DEMOLITION NOTE

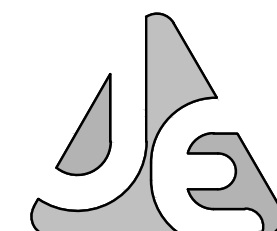
CONTRACTOR SHALL DISPOSE OF ALL DEBRIS OFF-SITE AND BE IN COMPLIANCE WITH FEDERAL, STATE AND COUNTY LAWS AND REGULATIONS.

CITY OF DESTIN CONSTRUCTION VEHICLE PARKING MITIGATION PLAN:

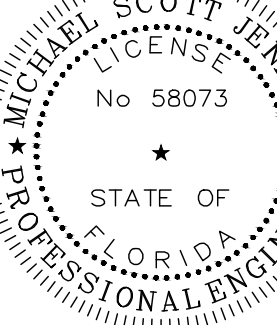
ALL CONSTRUCTION VEHICLE PARKING SHALL BE PARKED IN THE DESIGNATED CONSTRUCTION VEHICLE PARKING AREA SHOWN ON SHEET C03 AT THE END OF THE WORK DAY.

CITY OF DESTIN WHITE SAND DESIGNATION:

CONSTRUCTION IS LOCATED WITHIN THE CITY OF DESTIN'S DESIGNATION OF WHITE SANDS ZONE 2. ALL MATERIALS USED FOR CONSTRUCTION IN THIS ZONE MUST COMPLY WITH SECTION 11.07.02.B OF THE DESTIN LAND DEVELOPMENT CODE. MATERIALS SHALL BE COMPLIANT WITH ALLOWABLE / APPROVED MATERIALS PER THIS SECTION.



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICVIL.COM



M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1	04/27/23	REVISE FEE OF RESTROOM AND RAMP REVISIONS
2	07/09/24	REVISE PLAN PER 07/09/2024 EMAIL REQUEST FROM CITY
3	07/23/24	REVISE ASPHALT PARKING TO GRAVEL

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

EXISTING CONDITIONS

JOB: 22-75

DATE: 01-2023

DESIGNED: MSJ

DRAWN: MPF

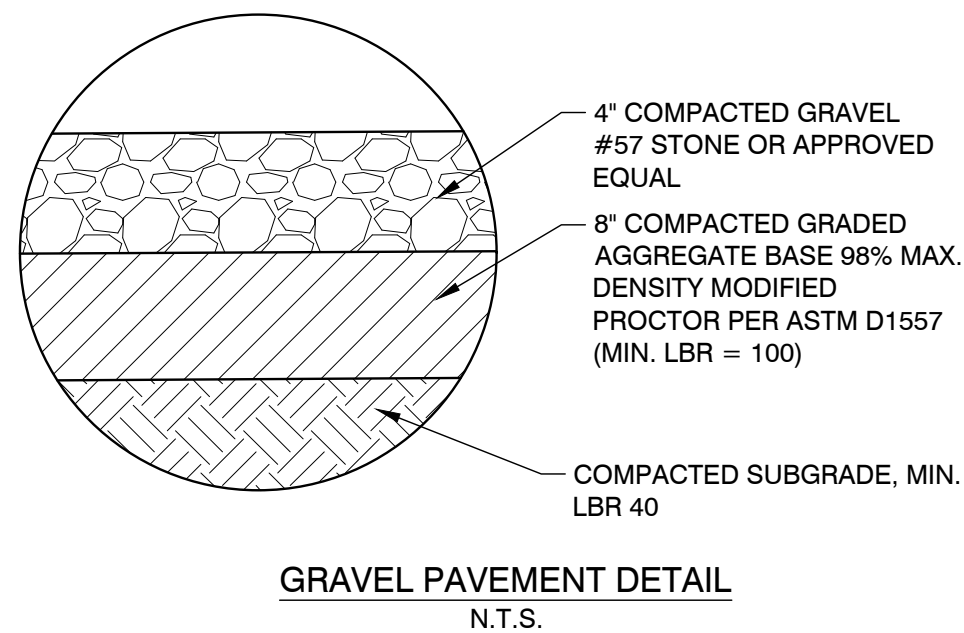
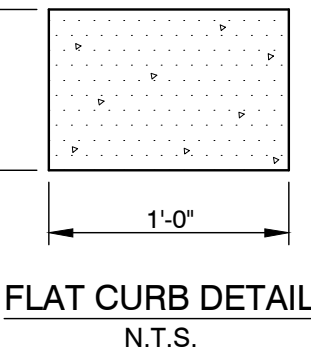
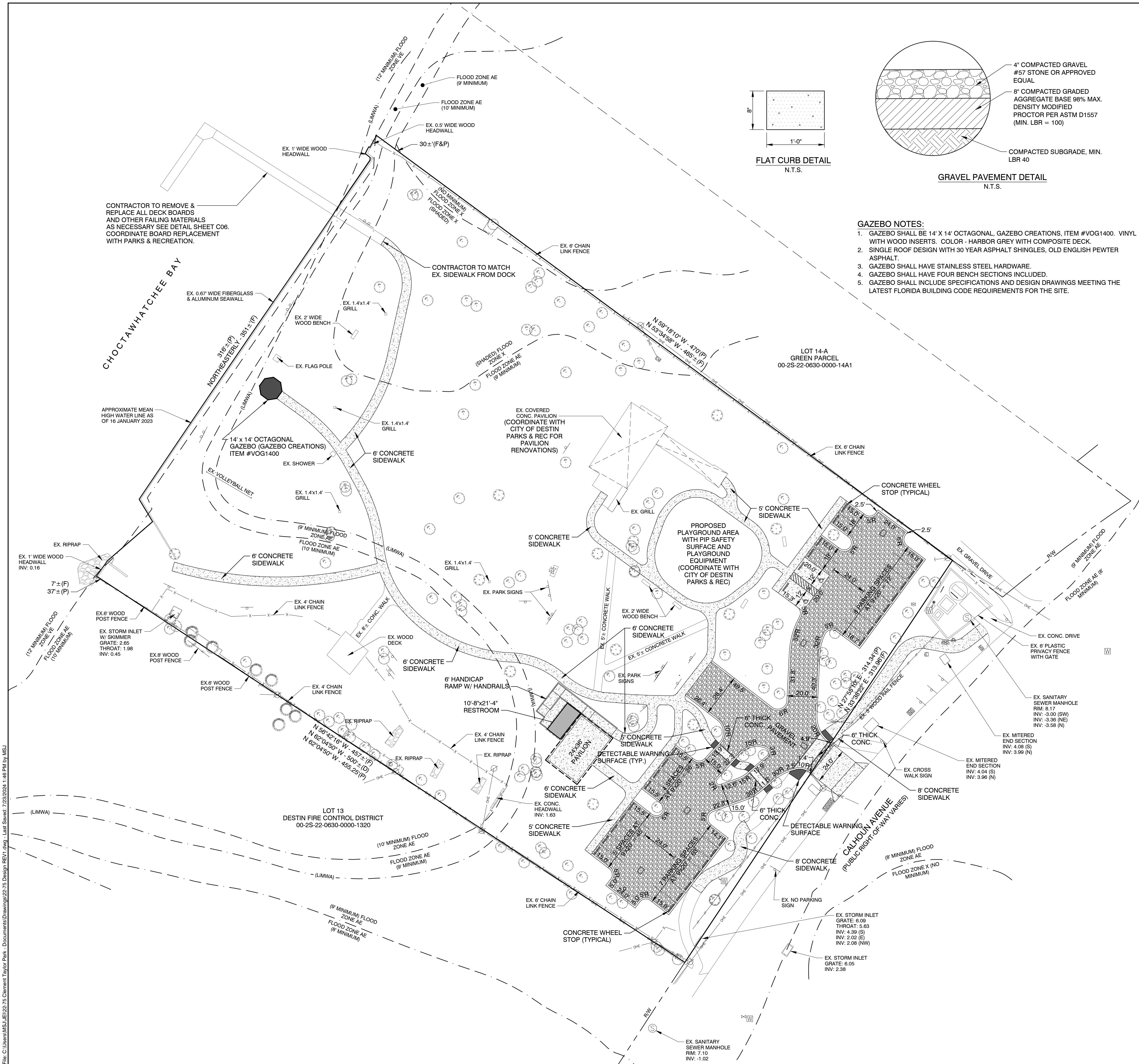
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IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

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02 OF 08

SHEET NUMBER
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GAZEBO NOTES:

- GAZEBO SHALL BE 14' X 14' OCTAGONAL, GAZEBO CREATIONS, ITEM #VOG1400. VINYL WITH WOOD INSERTS. COLOR - HARBOR GREY WITH COMPOSITE DECK.
- SINGLE ROOF DESIGN WITH 30 YEAR ASPHALT SHINGLES, OLD ENGLISH PEWTER ASPHALT.
- GAZEBO SHALL HAVE STAINLESS STEEL HARDWARE.
- GAZEBO SHALL HAVE FOUR BENCH SECTIONS INCLUDED.
- GAZEBO SHALL INCLUDE SPECIFICATIONS AND DESIGN DRAWINGS MEETING THE LATEST FLORIDA BUILDING CODE REQUIREMENTS FOR THE SITE.

CITY OF DESTIN DUST CONTROL REQUIREMENTS

- GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
- WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
- CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
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SITE DATA TABLE

PARCEL ID: 00-2S-22-0630-0000-1400

ZONING: REC (CURRENT)
REC (FUTURE)

FLOOD ZONE: X, AE, VE *

TOTAL SITE AREA: 149,846 SQ. FT. OR 3.44 AC.

EXISTING IMPERVIOUS AREA: 33,033.4 SQ. FT. OR 26.0%

IMPERVIOUS AREA PROPOSED: 29,539.7 SQ. FT. OR 19.7%

EXISTING OPEN SPACE: 116,812.6 SQ. FT. OR 78.0%

OPEN SPACE PROPOSED: 120,306.3 SQ. FT. OR 80.3%

PARKING SPACES PROPOSED: 30 (INCLUDES 2 HANDICAP)

* THIS PARCEL LIES IN FLOOD ZONE X (NO MINIMUM), FLOOD ZONE X (SHADED - 0.2% ANNUAL CHANCE FLOOD-NO MINIMUM), FLOOD ZONE AE (9', 9' & 10' BASE FLOOD ELEVATIONS), & FLOOD ZONE VE (12' BASE FLOOD ELEVATION) AS DETERMINED BY SCALE FROM FEMA PANEL #12091C0469 J, DATED 03/09/2021, AND FURNISHED BY FEMA NATIONAL FLOOD HAZARD LAYER ONLINE GEOSPATIAL DATABASE

	LAND USE SUMMARY					
	PROPERTY		OFF SITE			
	EXISTING (AC.)	PROPOSED (AC.)	EXISTING (AC.)	PROPOSED (AC.)	PROPOSED PROJECT (AC.)	PROPOSED BREAKDOWN (%)
IMPERVIOUS	0.75	0.67	0.00	0.00	0.68	19.48%
BUILDING	0.0097	0.0077	0.00	0.00	0.0077	0.22%
LAKE	0.00	0.00	0.00	0.00	0.00	0.0%
PERVIOUS	2.68	2.76	0.00	0.00	2.76	80.3%
TOTAL	3.44	3.44	0.00	0.00	3.44	100.0%

STRIPING NOTE

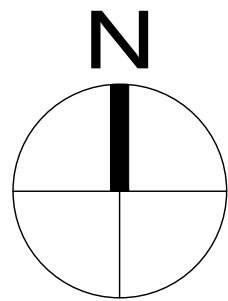
ALL CROSS WALK STRIPING AND STOP BAR STRIPING SHALL BE THERMOPLASTIC.

CROSSWALK NOTE

SHOULD GRAVEL PARKING ALTERNATIVE BE CHOSEN BY CITY, CROSSWALK AREAS TO BE 6" THICK CONCRETE (3,500 PSI MIN.)

DIMENSION NOTE

ALL FLAT CURB DIMENSIONS ARE TO OUTSIDE EDGE UNLESS OTHERWISE NOTED.



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M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

BY	DATE	DESCRIPTION
MSJ	04/27/23	REVISE EFFECT OF RESTROOM AND RAMP REVISIONS
MSJ	07/09/24	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY
MSJ	07/29/24	REVISE ASPHALT PARKING TO GRAVEL

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

SITE PLAN

JOB: 22-75
DATE: 01-2023
DESIGNED: MSJ
DRAWN: MPF

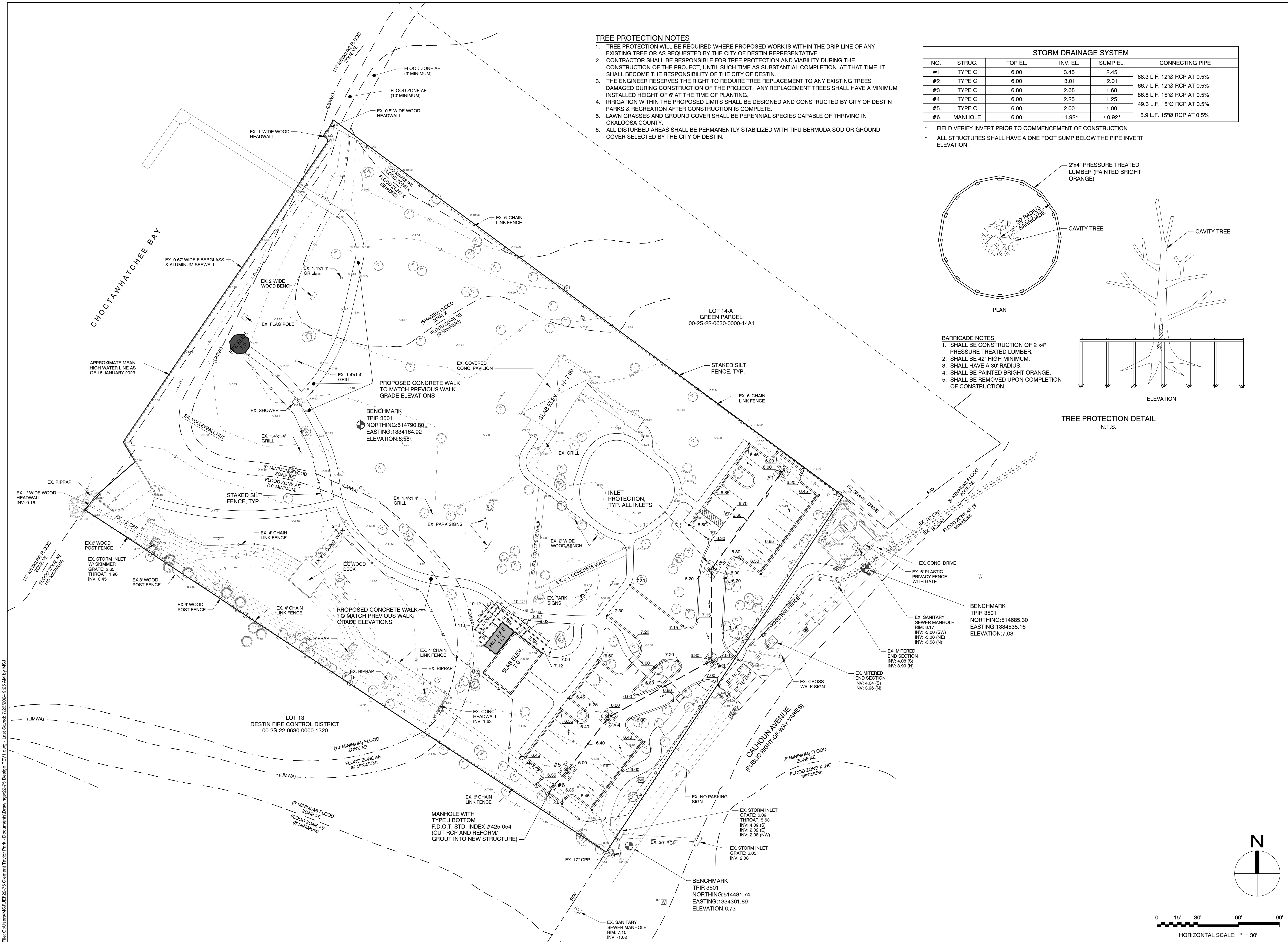
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0 1'
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
03 OF 08

SHEET NUMBER
C03

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

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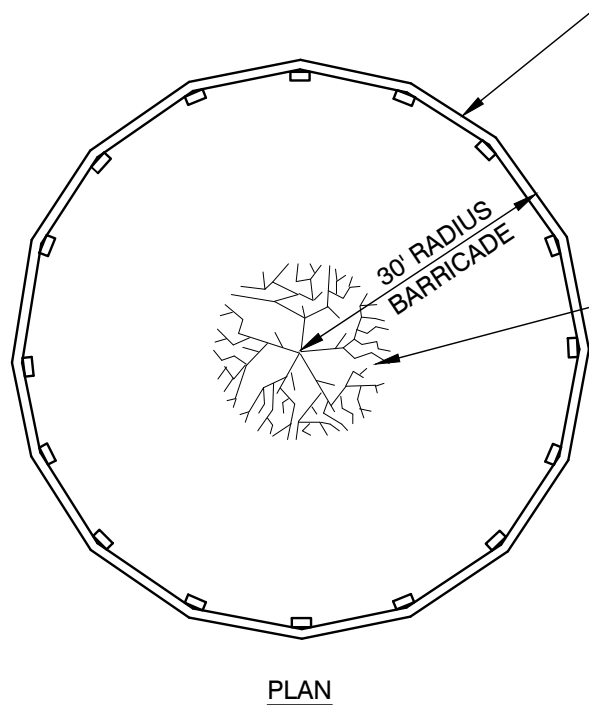
TREE PROTECTION NOTES

1. TREE PROTECTION WILL BE REQUIRED WHERE PROPOSED WORK IS WITHIN THE DRIP LINE OF ANY EXISTING TREE OR AS REQUESTED BY THE CITY OF DESTIN REPRESENTATIVE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE PROTECTION AND VIABILITY DURING THE CONSTRUCTION OF THE PROJECT, UNTIL SUCH TIME AS SUBSTANTIAL COMPLETION. AT THAT TIME, IT SHALL BECOME THE RESPONSIBILITY OF THE CITY OF DESTIN.
3. THE ENGINEER RESERVES THE RIGHT TO REQUIRE TREE REPLACEMENT TO ANY EXISTING TREES DAMAGED DURING CONSTRUCTION OF THE PROJECT. ANY REPLACEMENT TREES SHALL HAVE A MINIMUM INSTALLED HEIGHT OF 6' AT THE TIME OF PLANTING.
4. IRRIGATION WITHIN THE PROPOSED LIMITS SHALL BE DESIGNED AND CONSTRUCTED BY CITY OF DESTIN PARKS & RECREATION AFTER CONSTRUCTION IS COMPLETE.
5. LAWN GRASSES AND GROUND COVER SHALL BE PERENNIAL SPECIES CAPABLE OF THRIVING IN OKALOOSA COUNTY.
6. ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH TIFU BERMUDA SOD OR GROUND COVER SELECTED BY THE CITY OF DESTIN.

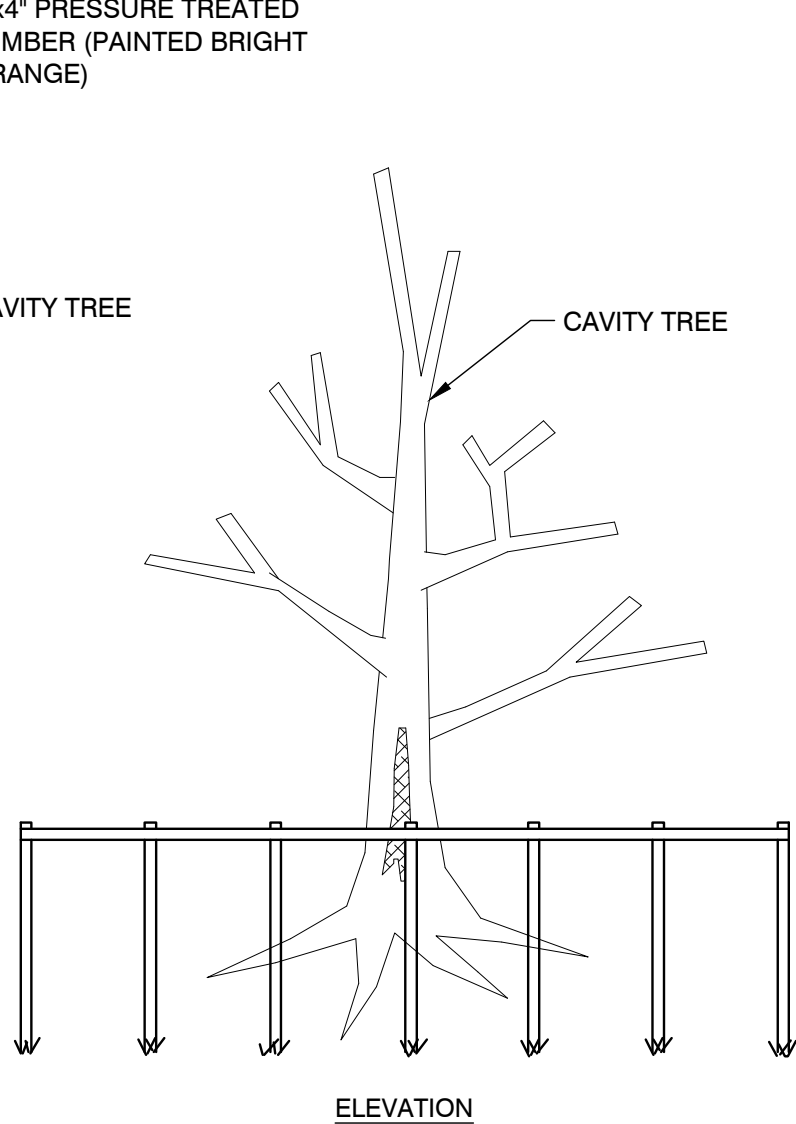
STORM DRAINAGE SYSTEM

NO.	STRUC.	TOP EL.	INV. EL.	SUMP EL.	CONNECTING PIPE
#1	TYPE C	6.00	3.45	2.45	88.3 L.F. 12"Ø RCP AT 0.5%
#2	TYPE C	6.00	3.01	2.01	
#3	TYPE C	6.80	2.68	1.68	86.7 L.F. 15"Ø RCP AT 0.5%
#4	TYPE C	6.00	2.25	1.25	
#5	TYPE C	6.00	2.00	1.00	49.3 L.F. 15"Ø RCP AT 0.5%
#6	MANHOLE	6.00	±1.92*	±0.92*	

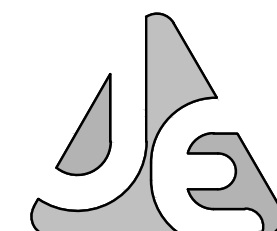
- * FIELD VERIFY INVERT PRIOR TO COMMENCEMENT OF CONSTRUCTION
- * ALL STRUCTURES SHALL HAVE A ONE FOOT SUMP BELOW THE PIPE INVERT ELEVATION.



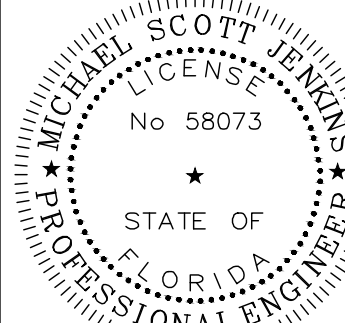
- BARRICADE NOTES:
1. SHALL BE CONSTRUCTION OF 2"x4" PRESSURE TREATED LUMBER.
 2. SHALL BE 42" HIGH MINIMUM.
 3. SHALL HAVE A 30' RADIUS.
 4. SHALL BE PAINTED BRIGHT ORANGE.
 5. SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.



TREE PROTECTION DETAIL
N.T.S.



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM



M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1	04/27/23	REVISE PLAN PER CITY REQUEST FROM CITY
2	07/09/24	REVISE ASPHALT PARKING TO GRAVEL
3	07/23/24	

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

GRADING & DRAINAGE PLAN

JOB: 22-75
DATE: 01-2023
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
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DRAWING NUMBER
04 OF 08

SHEET NUMBER
C04



CITY OF DESTIN	
CLEMENT TAYLOR PARK DESTIN, FLORIDA	
UTILITY PLAN	

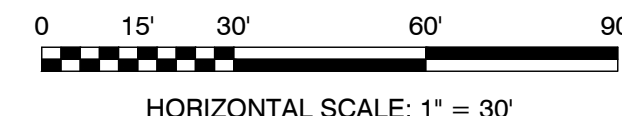
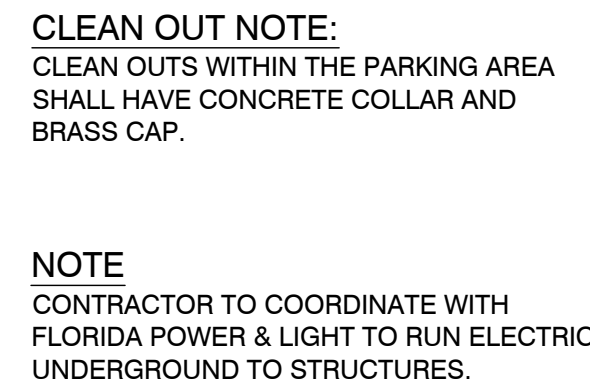
JOB: 22-75
DATE: 01-2023
DESIGNED: MS.
DRAWN: MPP

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0 1"

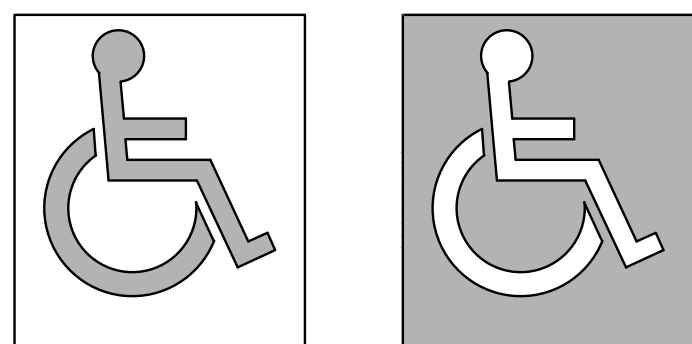
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ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
05 OF 08

SHEET NUMBER
C05



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HANDICAP SYMBOL DETAIL
N.T.S.

Diagram illustrating the typical dimensions and components of a rectangular manhole structure:

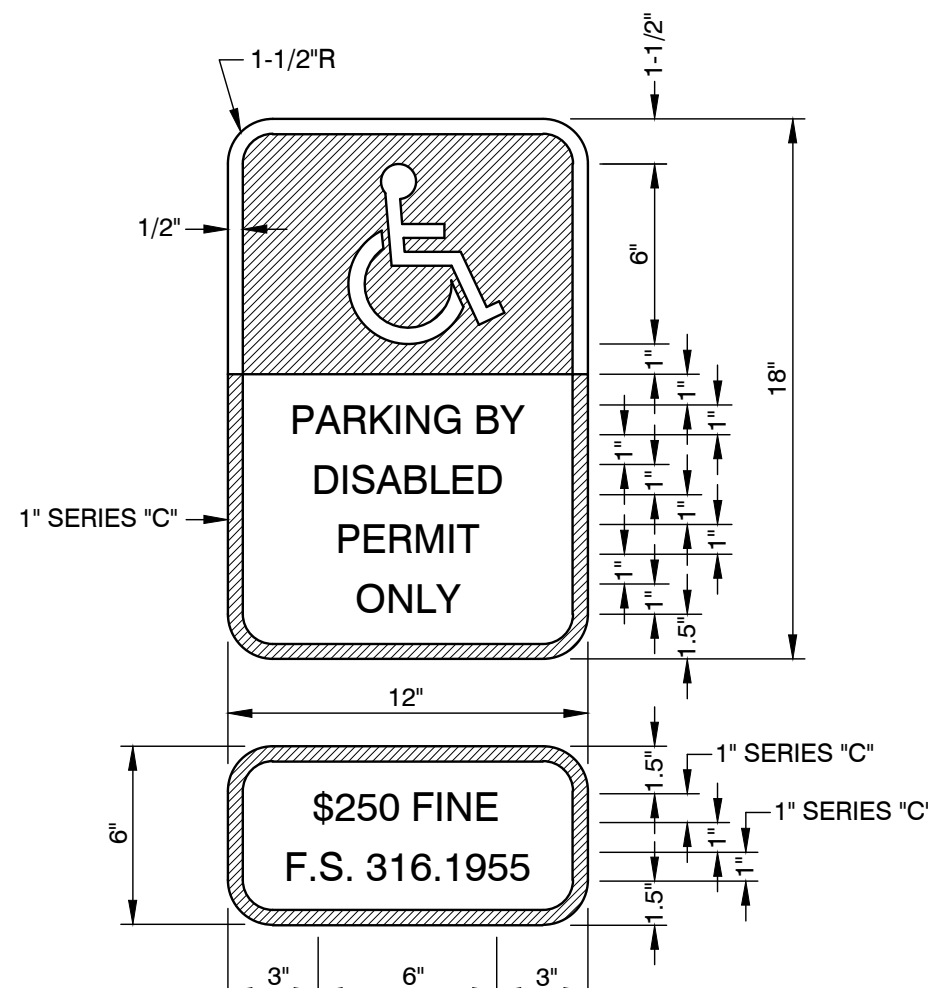
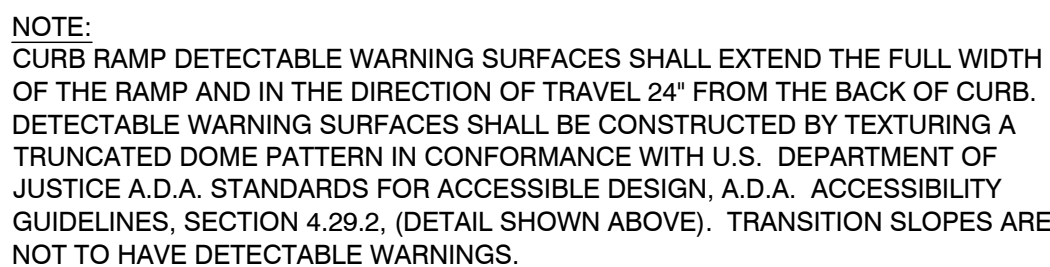
- Top width: 3'-4"
- Side wall thickness: 5-3/4"
- Bottom width: 2'-0"
- Bottom thickness: 2" CL (TYP.)
- Bottom label: 1 FT. SUMPF
- Bottom label: 2" CL (TYP.)
- Bottom label: VARIES (15" MAX.)
- Bottom label: No. 4 BARS @ 12" O.C.
- Bottom label: 8'-0"
- Top label: TRAFFIC BEARING GRATE
- Right label: PIPE SIZE (SEE GRAD DRAINAGE)

Technical drawing of a rectangular plate with the following dimensions:

- Overall width: 3'-4"
- Overall height: 4'-5"
- Inner rectangular cutout width: 2'-0"
- Inner rectangular cutout height: 3'-1"
- Distance from top edge to cutout: 8"
- Distance from bottom edge to cutout: 8"
- Distance from left edge to cutout: 3"
- Distance from right edge to cutout: 3"
- Distance from cutout to right edge: 5"
- Distance from cutout to left edge: 5"

A detail view of the bottom-left corner is shown, labeled "1. SIZE DES".

SEE GRADING AND/OR
DRAINAGE PLAN FOR NO., SIZE
AND ORIENTATION OF PIPES



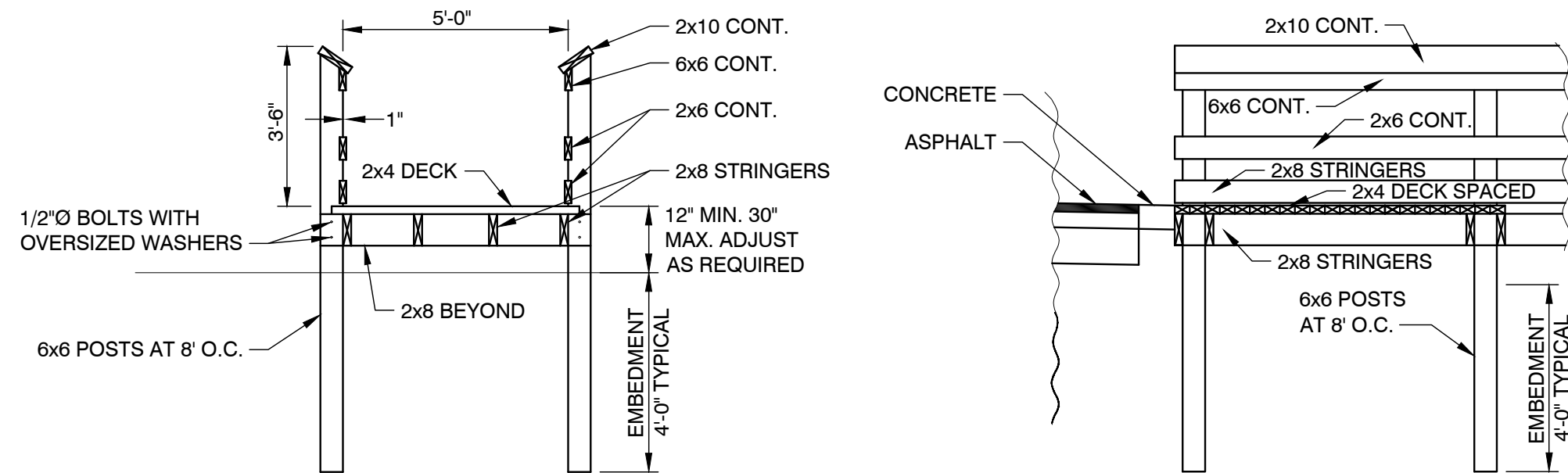
THIS PANEL SHALL BE INSTALLED UNDER THE
FTP-25 OR FTP-26 HANDICAP PARKING SIGN.

N.T.S.

Diagram illustrating the placement of joints in a concrete slab. The slab is divided into sections by expansion joints (indicated by vertical lines with arrows pointing outwards) and contraction joints (indicated by vertical lines with arrows pointing inwards). The expansion joints are spaced at 50'-0" O.C. (On Center). The contraction joints are spaced at 5'-0" O.C. (On Center).

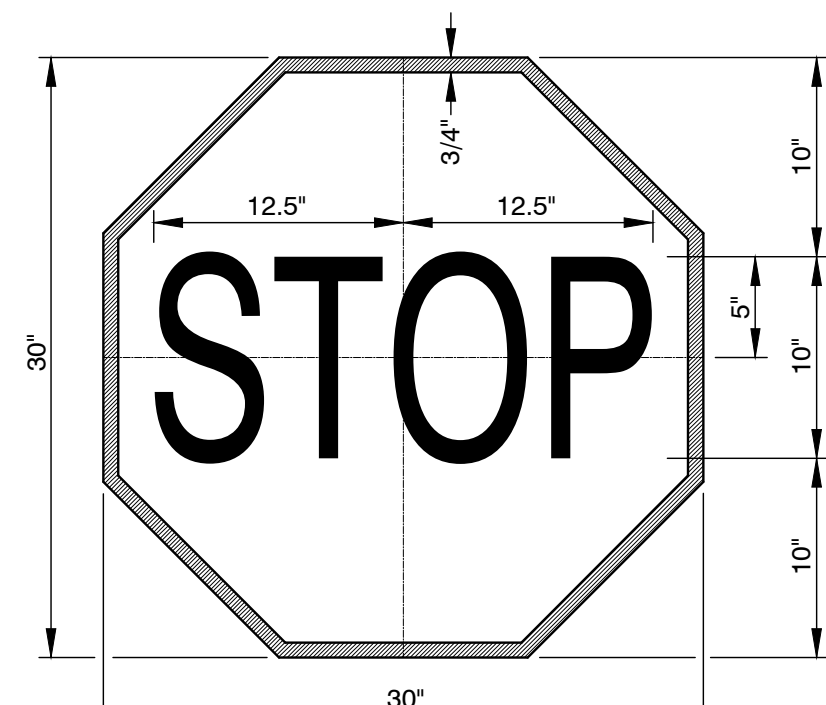
N.T.S.

N.T.S



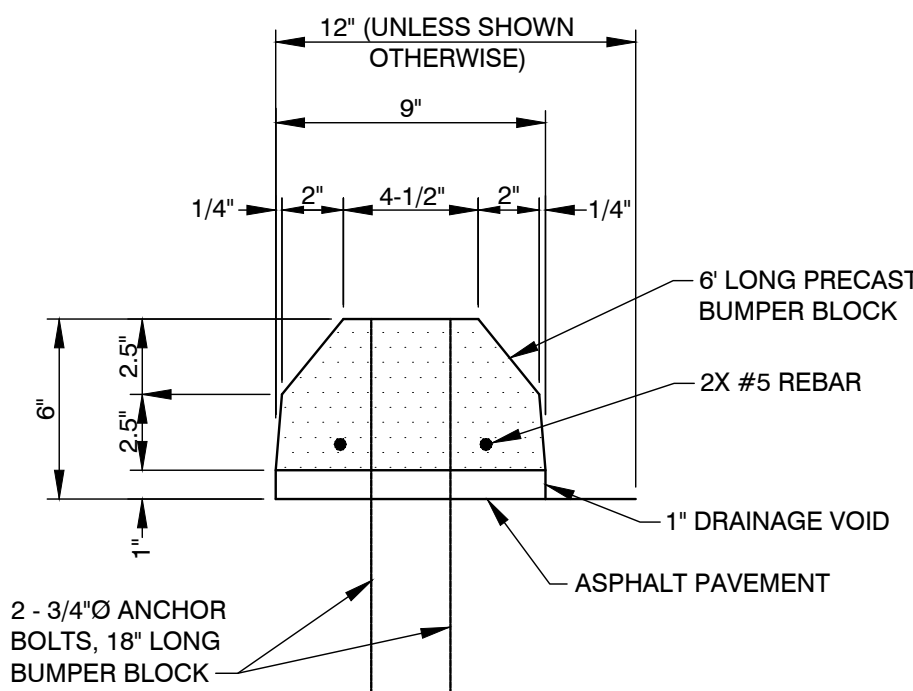
DOCK DETAIL
N.T.S.

A cross-sectional diagram of a bridge deck. The top layer is labeled 'CONCRETE'. Below it is a layer labeled 'ASPHALT'. The main structural components are '6x6 CONT.' (continuous) beams and '2x6 CONT.' (continuous) beams. Between these are '2x8 STRINGERS' and '2x4 DECK SPACED'. Below the stringers are '2x8 STRINGERS' and '6x6 POSTS AT 8' O.C.' (on center). The bottom section is labeled 'EMBEDMENT 4'-0" TYPICAL'.

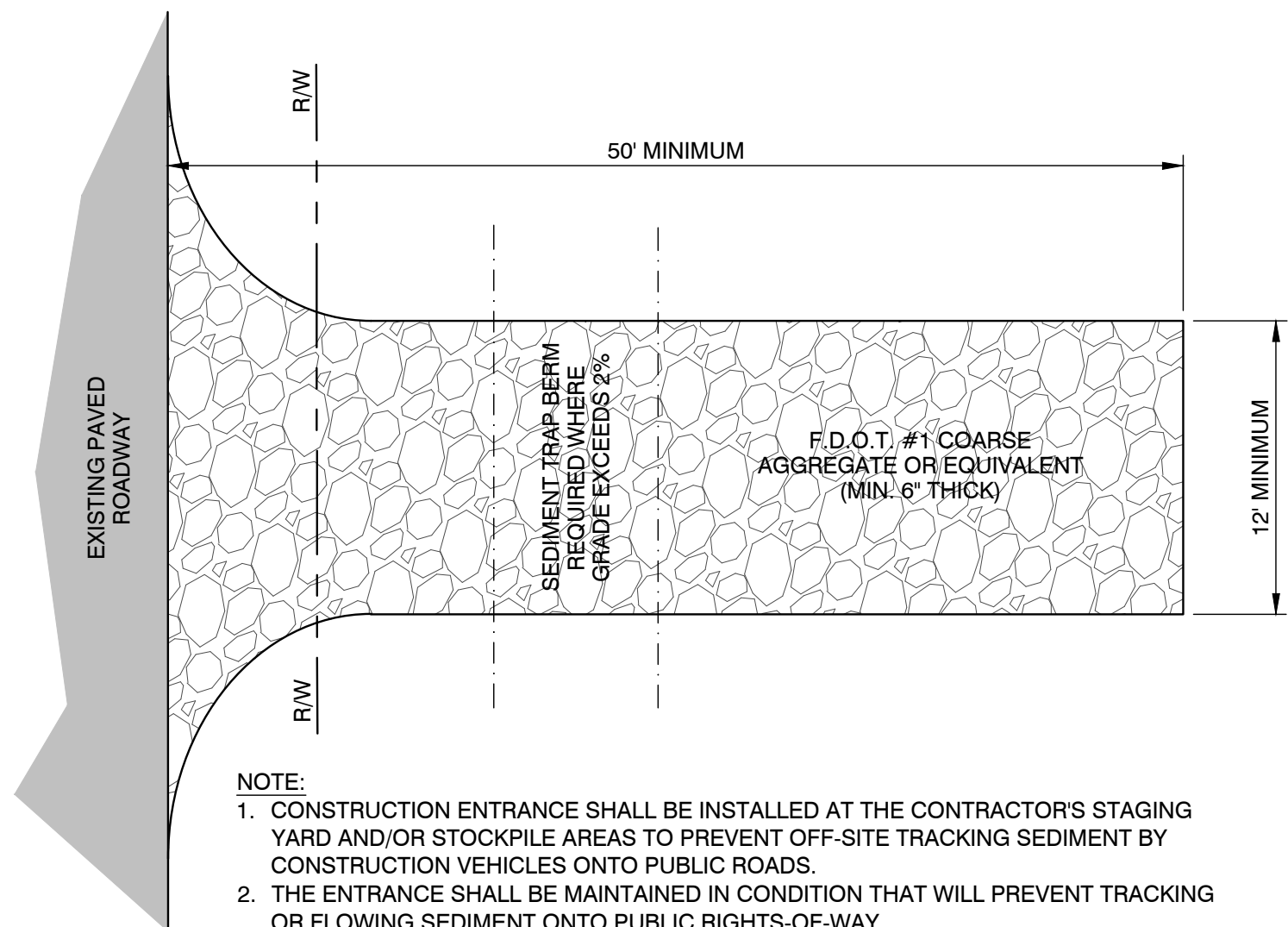


STOP SIGN DETAIL

NTS



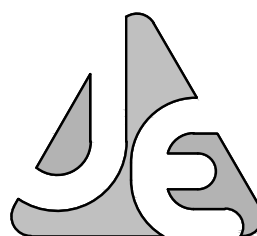
N.T.S.



NOTE:

- STABILIZED CONSTRUCTION ENTRANCE DETAIL

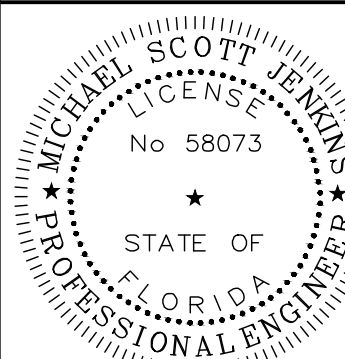
N.T.S.



JENKINS ENGINEERING, INC.

73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450

AX 850.837.2450



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1	04/27/23	REVISE FFE OF RESTROOM AND RAMP REVISIONS	MSJ
2	07/09/24	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY	MSJ
3	07/23/24	REVISE ASPHALT PARKING TO GRAVEL	MSJ

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

MISCELLANEOUS DETAILS

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 22-75
DATE: 01-2023
DESIGNED: MSJ
DRAWN: MPE

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06 OF 08

SHEET NUMBER

C06

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1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

Section 120 of the Florida D.O.T. Specification. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined to AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the Contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

2.2 SOIL CEMENT BASE:

The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the Contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when so squeezed. This requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint, the highest moisture content should be maintained that permits packing and finishing without surface checking, showing or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at a rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

2.3 SAND-CLAY BASE COURSE:

The following tests shall be performed prior to placing the material on the roadbed:

Composition and gradation	Percent of material passing the 10-mesh sieve
• Clay (material smaller than 0.005mm)	8 to 21
• Silt (material from 0.005 to 0.005mm)	0 to 10
• Combined clay and silt	8 to 25
• Limerock Bearing Ration Value (LBR)	Of at least 75
• Liquid Limit	Not greater than 25
• Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or fraction thereof.

CONTINUED ON NEXT COLUMN

Note: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

2.4 LIMEROCK BASE COURSE:

Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

Test	Requirement
• Liquid Limit	Less than 35
• Plastic Index	Non-Plastic
• Gradation	97% passing 3.5 inch sieve
• Limerock Bearing Ratio	Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

2.5 GRADED AGGREGATE BASE COURSE:

Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

- Soundness Loss, Sodium Sulfate: AASHTO T-104.
- Percent Wear: AASHTO T-96 (Grading A).
- Sieve Analysis.
- Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

2.6 ASPHALT BASE COURSE:

Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The minimum Marshall stability shall be 1000 lbs./sq. in, as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

3.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
• Section 901	Course Aggregate
• Section 902	Fine Aggregate
• Section 916	Bituminous Materials
• Section 917	Mineral Filler
• Section 300	Bituminous Treatments, Surface Courses and Concrete Pavement
• Section 331	Type S Asphalt Concrete

American Society for Testing and Materials (ASTM) Publications:	
• D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457mm) Drop
• D 1557	Marshall Stability Mix Design

3.3 SUBMITTALS:

Asphalt Design Mix: Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.

Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

3.5 MATERIALS:

Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with Section 917 of the Florida D.O.T. Specification.

Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with Section 916 of the Florida D.O.T. Specification.

Course Aggregate: Comply with Section 901 of the Florida D.O.T. Specification.

Fine Aggregate: Comply with Section 902 of the Florida D.O.T. Specification.

Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida D.O.T. Specifications.

Asphaltic Concrete Design Mixes: Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida D.O.T. Specifications.

Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida D.O.T. Specifications.

Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida D.O.T. Specifications.

Percent bitumen by weight of total weight mix: 5.0 - 8.5.

CONTINUED ON NEXT COLUMN

Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.

Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and graduations which meet Florida D.O.T. Specifications and exhibit satisfactory record on previous installations.

3.6 BASE COURSE PREPARATION:

Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.

Remove loose material from compacted base material surface immediately before applying prime coat.

Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

Prime Coat:

- Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
- Apply bituminous prime coat in accordance with Section 300 of Florida D.O.T. Specifications.
- Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
- Cure and dry as long as necessary to attain penetration and evaporation of volatile.

Tack Coat:

- Tack coat shall be applied in accordance with Section 300 of Florida D.O.T. Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
- Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or later of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
- Distribute at rate of 0.08 ga./sq. yd. of surface.
- Allow to dry until at proper condition to receive paving.

3.7 PLACING ASPHALT MIX:

Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

- When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
- When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
- When ambient temperature is higher than 60 degrees F: 275 degrees F.

Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing:

- Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
- After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

Joints:

- Construct joints between old and new pavements as detailed in the plans.
- Joints between successive days work shall be constructed to ensure continuous bond between adjoining work.
- Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
- Clean contact surfaces and apply tack coat.

3.8 COMPACTION:

Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559. Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

- Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- Second Rolling:
- Follow breakdown rolling as soon as possible, while mixture is hot.
- Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

- Perform finish rolling while mixture is still warm enough for removal of roller marks.
- Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

- Remove and replace paving areas mixed with foreign materials and defective areas.
- Cut out such areas and fill with fresh, hot asphalt concrete.
- Compact by rolling to maximum surface density and smoothness.

Protection:

- After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 FIELD QUALITY CONTROL:

An independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.

Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.

Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida D.O.T. Specifications.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

4.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
• Section 345	Portland Cement Concrete
• Section 350	Cement Concrete Pavement
• Section 520	Concrete Gutter, Curb Elements and Traffic Separator
• Section 931	Metal Accessory Materials for Concrete Pavement and Concrete Structures

American Society for Testing and Materials (ASTM) Publications:

- A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop.
- D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

4.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

4.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed.
- Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

4.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

4.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

4.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances:
- Top of forms not more than 1/8" in 10'-0".
- Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
- Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

4.8 JOINT CONSTRUCTION:

Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

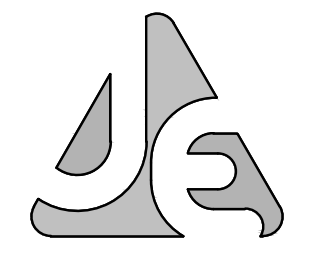
Weakened-Plane (Contraction) Joints:

- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way.
- Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

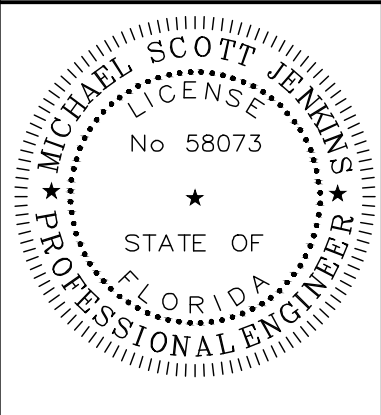
Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

CONTINUED ON NEXT SHEET



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICVIL.COM



M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

BY	MSJ	MSJ	MSJ						
DESCRIPTION	REVISE FEE OF RESTROOM AND RAMP REVISIONS	04/27/23							
	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY	07/09/24	2						
	REVISE ASPHALT PARKING TO GRAVEL	07/22/24	3						

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

SPECIFICATIONS 1

JOB: 22-75

DATE: 01-2023

DESIGNED: MSJ

DRAWN: MPF

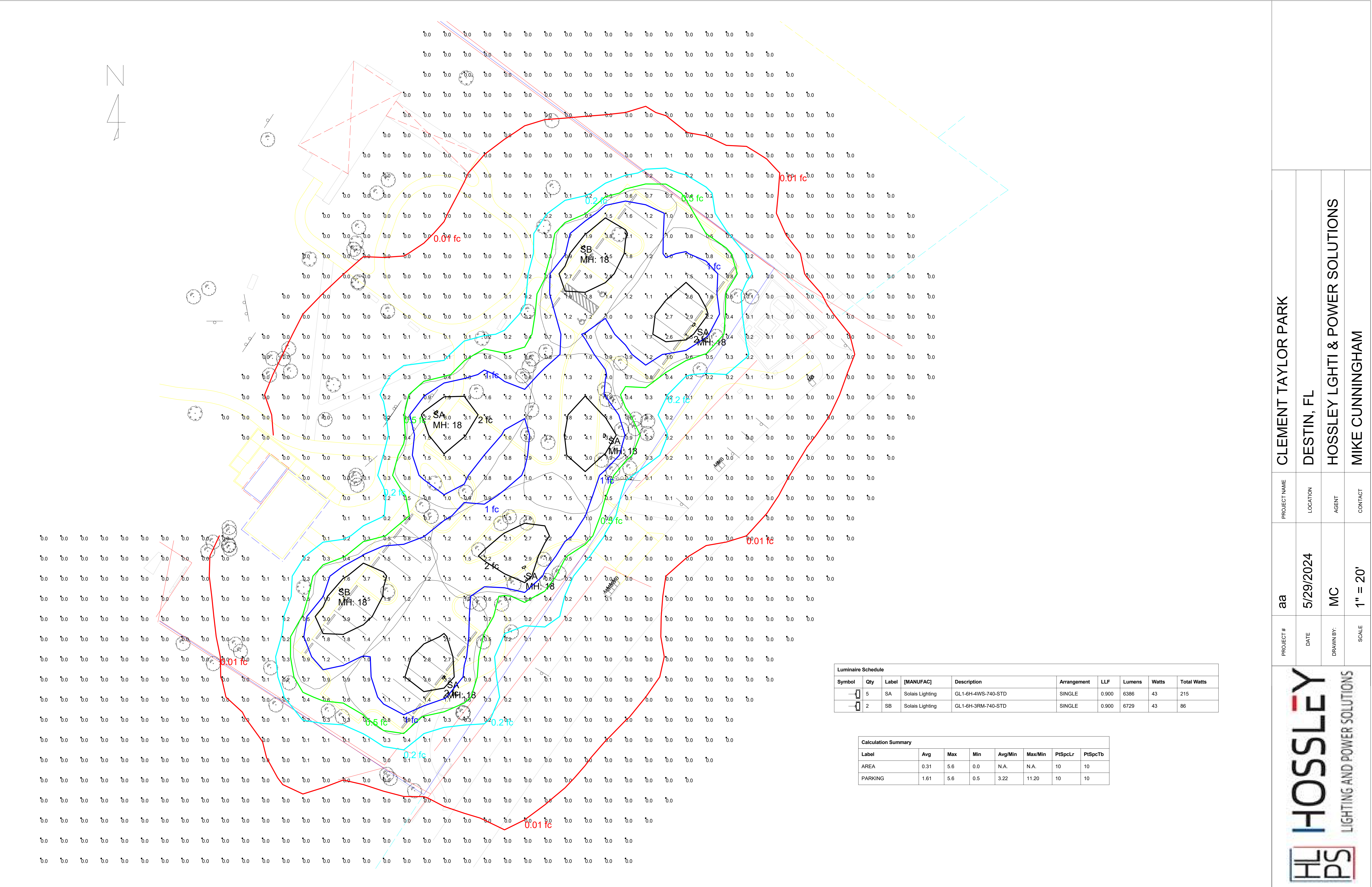
BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
07 OF 08

SHEET NUMBER
C07

COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED. THE SIGNATURE MUST BE VER

File: C:\Users\MSJ\JE\22-75 Clement Taylor Park - Documents\Drawings\22-75 Design REV1.dwg - Last Saved: 7/23/2024 9:25 AM by MSJ



PROJECT #	CLEMENT TAYLOR PARK			
	DESTIN, FL			
	HOSSLEY LGHTI & POWER SOLUTIONS			
	MIKE CUNNINGHAM			
DATE	5/29/2024	DRAWN BY:	MC	
SCALE	1" = 20'			



Round Pole

ALUMINUM | NON-TAPERED

PROJECT

TYPE

CLEMENT

SPECIFICATION

QUICK FACTS

POLE SHAFT

The pole shaft is a seamless 6063-T6 aluminum alloy extrusion having a uniform wall thickness of 0.250", 0.188", 0.156" or 0.125". The sides of the shaft may be drilled for mounting luminaire fixtures. All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Aluminum Association Standards.

BASE PLATE

The anchor base is cast from A356 alloy aluminum. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.2, latest edition.

HANDHOLE

An oval reinforced gasketed handhole, having a nominal 3" x 5" or 4" x 6-1/2" inside opening, located 1'-6" above base, is standard on all poles. Optional 5" x 8" and 4" x 10" handholes are available (see options). A grounding provision is located inside the handhole ring.

ANCHOR BOLTS

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified.

FINISHES

The Standard Finish is a polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils for all color finishes.

ORDERING EXAMPLE

SERIES	HEIGHT	BASE DIAMETER	GAUGE	FINISH	MOUNTING DESIGNATION	OPTIONS
RAP	10	- 4.0	- 11	- BRZ	- DM10	- BC
				BRZ - Bronze BLK - Black NA- Natural Aluminum	<i>Tenon Mount</i> 2 - 2 3/8" x 4" tenon 3 - 2 1/2" x 4" tenon <i>Drill Mount</i> DM10 - 1 luminaire DM2090 - 2 luminaires @90° DM2180 - 2 luminaires @180° DM3090 - 3 luminaires @90° DM3120 - 3 luminaires @120° DM4090 - 4 luminaires @90°	BC - Base Cover NC - Nut Covers CPL - Threaded Coupling* NPL - Threaded Nipple* LAB - Less Anchor Bolt OTC - Open Top with Cover VD - Vibration Damping Pad** XHH - Extra Handhole* 58HH - 5" x 8" Handhole* 410HH - 4" x 10" Handhole* <i>Embedment Pole Options</i> E - Embedded Pole GS - Ground Sleeve

* Please advise size, location, and orientation. (Handholes are restricted by size of pole shaft diameter)

** Located 24" above baseplate and same side as handhole. (No electrical included)

Round Pole

ALUMINUM | NON-TAPERED

PROJECT

TYPE

___CLEMENT

SPECIFICATION

Catalog Number	Nominal Height	Pole Shaft	Gauge	Handhole Size	Anchor Bolt	Bolt Circle	80 mph	90 mph	100 mph	110 mph	Ship Weight
RAP08-4.0-11	8	4.0 x 8.0	11	2 x 4	0.75 x 17 x 3	8.75	11	8.5	6.5	4.5	19
RAP10-4.0-11	10	4.0 x 10.0	11	2 x 4	0.75 x 17 x 3	8.75	8.5	6.5	4.5	3	23
RAP12-4.0-11	12	4.0 x 12.0	11	2 x 4	0.75 x 17 x 3	8.75	6.5	5	3.5	2	26
RAP12-5.0-9	12	5.0 x 12.0	9	3 x 5	1 x 36 x 4	8.5	14	10.5	8	5.5	29
RAP14-4.0-11	14	4.0 x 14.0	11	2 x 4	0.75 x 17 x 3	8.75	5	3.5	2.5	1.5	30
RAP14-5.0-9	14	5.0 x 14.0	9	3 x 5	1 x 36 x 4	8.5	11.5	8.5	6.5	4	34
RAP16-4.0-11	16	4.0 x 16.0	11	2 x 4	0.75 x 17 x 3	8.75	4	2.5	1.5	1	33
RAP16-5.0-9	16	5.0 x 16.0	9	3 x 5	1 x 36 x 4	8.5	9.5	7	5	3	38
RAP16-6.0-9	16	6.0 x 16.0	9	3 x 5	1 x 36 x 4	10.5	14.5	10.5	8	5.5	62
RAP16-6.0-7	16	6.0 x 16.0	7	3 x 5	1 x 36 x 4	10.5	17.5	13.5	10	7	73
RAP18-5.0-9	18	5.0 x 18.0	9	3 x 5	1 x 36 x 4	8.5	8	5.5	4	2.5	44
RAP18-6.0-7	18	6.0 x 18.0	7	3 x 5	1 x 36 x 4	10.5	15	11	8	5.5	81
RAP20-5.0-9	20	5.0 x 20.0	9	3 x 5	1 x 36 x 4	8.5	6.5	4.5	3	1.5	49
RAP20-6.0-9	20	6.0 x 20.0	9	3 x 5	1 x 36 x 4	10.5	10	7	5	3.5	81
RAP20-6.0-7	20	6.0 x 20.0	7	3 x 5	1 x 36 x 4	10.5	13	9.5	6.5	4.5	89
RAP25-6.0-9	25	6.0 x 25.0	9	3 x 5	1 x 36 x 4	10.5	6.5	4	2.5	1.5	100
RAP25-6.0-7	25	6.0 x 25.0	7	3 x 5	1 x 36 x 4	10.5	8.5	6	3.5	2.5	109
RAP30-6.0-7	30	6.0 x 30.0	7	3 x 5	1 x 36 x 4	10.5	5.5	3	1.5	1	129

SPECIFICATION CODE
GL1-6H-4WS-740-STD-10-1PS-00-SBZ-ES

PROJECT
CLEMENT TAYLOR PARK

TYPE
SA

MEMO

ORDERING CODE BREAKDOWN

- Finished Product:
GL1-6H-4WS-740-STD-10-1PS-00-SBZ-ES

LED GRIDLITE (GEN 2)
SITE LIGHT FIXTURE

MAIN FEATURES

- Designed with a die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- Delivering up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- All mounting options allow for multiple fixture installations at 90°
- TGIC polyester super durable powder coating with superior gloss, color retention, and weather resistance
- 0-10V dimming standard; DALI-2 dimming option available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.!**



Extended Site Arm

EPA: 0.56 sq. ft.

WEIGHT: 14.33 lbs.



GL1 / 6H / 4WS / 7 40 / STD / 10 / 1PS / 00 / SBZ / ES / - + - + -

FIXTURE	LUMENS	BEAM SPREAD	CRI	CCT	VOLTAGE	CONTROLS	SURGE	PHOTOCELL RECEPTACLE	FINISH	MOUNTING	FIXTURE OPTIONS	ADAPTER OPTIONS	FIELD OPTIONS
GL1	3H : 3,000 lm; 21W	2RM : Type II Roadway Medium	7 : 70 CRI	30 : 3000K	STD : 120-277V	10 : 0-10V	1PS : 10kV 5kA, 120-277V	00 : None	SBZ : Bronze (RAL8019)	ES : Extended Site Arm	ZT1 : 0-10V Z Ambient Light Control	RP : Site Arm Round Pole Adapter	SOL28 HSS : House-side Shield
	4H : 4,000 lm; 25W	3RM : Type III Roadway Medium	8 : 80 CRI	40 : 4000K	HVL : 277-480V	DA : DALI-2 D4i	2PS : *20kV 10kA, 120-277V	70 : 7-pin	SGY : Gray (RAL7038)	HT : Horizontal Tenon	ZT3 : 0-10V Z IR + Ambient Light Control	SMCB : Wall Pack Surface Mount Conduit Box	SOL28 FSS : Front-side Shield
	5H : 5,000 lm; 32W	3AM : Type III Area Medium		50 : 5000K			2PH : *20kV 10kA, 277-480V	0Z : Z receptacle	SWH : White (RAL9003)	KM : 3" OD Knuckle Mount	ZT4 : 0-10V Z Occupancy + IR + Ambient Light Control	ERP : Extended Site Arm Round Pole Adapter	SOL28 CSS : Cul-de-Sac Shield
	6H : 6,000 lm; 42W	4WS : Type IV Wide Short						7Z : 7-pin + Z	SBK : Black (RAL9017)	WP : Wall Pack	ZT5 : 0-10V Z Casambi Bluetooth Mesh Node		SOL28 SS : Scoop Shield
	7H : 7,000 lm; 52W	5QS : Type V Square Short							*MBZ : Marine Bronze				PCL-01 : 120-277V Photocell
	8H : 8,000 lm; 60W	5QM : Type V Square Medium							*MGY : Marine Grey				PCL-02 : 120-277V Photocell
	9H : 9,000 lm; 65W								*MWH : Marine White				PCL-03 : 347-480V Photocell
	11H : 11,000 lm; 80W								*MBK : Marine Black				PCL-04 : 347-480V Photocell (Midnight Dim)
	12H : 12,000 lm; 89W												PCL-05 : 120-277V Photocell (Midnight Dim)
	14H : 14,000 lm; 112W												ENL-SC1 : Shorting Cap
	16H : 15,000 lm; 131W												
	16P : 16,000 lm; 123W												
	18P : 18,000 lm; 143W												
	20P : 20,000 lm; 164W												
					Notes:	Consult factory to verify BAA compliant products. HSS not compatible with 4WS optics, instead use SS. 80 or 90 CRI, + additional CCTs available upon request				*Consult factory for lead time and availability. HVL unavailable with ZT1, ZT3, ZT4 and ZT5 photocell receptacles. ZT1 - ZT5 options only available with 10 : 0-10V Dimming			

FINISH

- TGIC polyester super-durable powder coating with superior gloss, color retention and weather resistance
- Standard finishes provided at 3 mil nominal thickness, salt-spray-tested to 3,000 hours as per ASTM B117
- For marine-grade finish, consult factory. Provided at 5 mil nominal thickness, salt-spray-tested to 4,000 hours as per ASTM B117

MOUNTING

- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- Options allow for multiple fixture installations at 90°
- Wall-mount and round pole adapters are available for extended site arm

CONSTRUCTION

- Die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- 100% recycled aluminum

ELECTRICAL

- 120-277V Standard; 277-480V option available
- PF>0.9, THD<20%
- Parallel surge protection: enhanced 10kV standard, extreme 20kV optional (ANSI C136.2-2015)
- For series surge protection, consult factory
- Rated for operation -40°C to 40°C
- For 50°C option, consult factory

OPTICS + PERFORMANCE

- Up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- 5 customized distributions available
 - Type II Roadway Medium (Coefficient of Utilization: 0.793)
 - Type III Roadway Medium (Coefficient of Utilization: 0.852)
 - Type IV Wide Short (Coefficient of Utilization: 0.840)
 - Type V Square Short
 - Type V Square Medium
- Multiple shielding options available

CONTROLS

- 0-10V dimming standard; DALI-2 option available
- Receptacle options:
 - ANSI C136.41 3-pin
 - ANSI C136.41 7-pin (for DALI-2 or 0-10 V dimming)
 - Zhaga Book 18 (for next generation ambient light/motion sensing)

LISTINGS

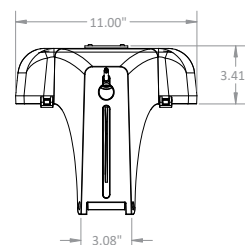
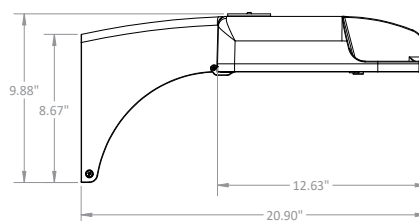
- IP66-rated optical and electrical chambers
- 3G Vibration-rated (ANSI C136.31)
- cULus Listed for wet locations
- IDA Dark Sky listed with ≤3000K (Site Arm, Horizontal Tenon)
- Zhaga D4i listed
- ANSI C136.15 labeling available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.**

WARRANTY

- 5-year warranty

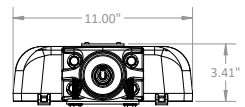
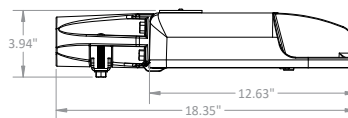
Extended Site Arm (ES)

- Universal mount adapter
- Allows for retrofit without drilling into existing poles



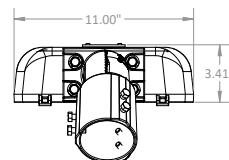
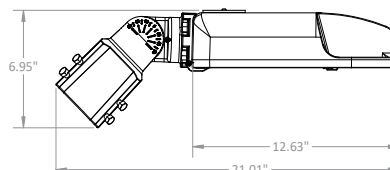
Horizontal Tenon (HT)

- Mounts to maximum 2 3/4" O.D. tenon

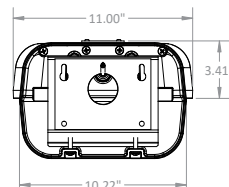
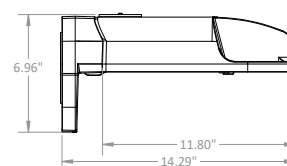


Knuckle (KM)

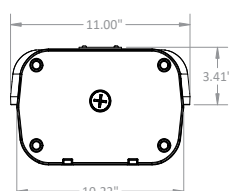
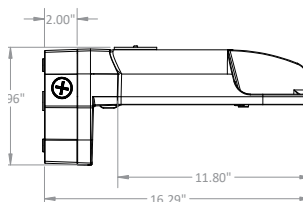
- Mounts to maximum 3" O.D. tenon
- Adjustable at 7.5° increments
- Not recommended to angle luminaire past 0° (vertical); maintain downward angle



Wall Pack (WP)



Wall Pack (WP) - SMBC (field installed option)



LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Ambient Temperature		Lumen Multiplier
Celsius	Fahrenheit	
0°C	32°F	1.02
10°C	50°F	1.01
25°C	77°F	1.00
40°C	104°F	0.99
50°C	122°F	0.97

TM-21 LUMEN MAINTENANCE PROJECTION

Calculated by utilizing the LED manufacturer’s LM80 test data in conjunction with third party verified in-situ LED drive current and LED temperature data. Use data below to determine light loss factors.

50,000 hrs	60,000 hrs	100,000 hrs
99.67%	99.49%	98.77%

WEIGHTS + EPA INFORMATION

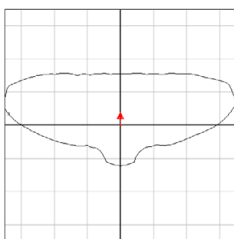
Mounting Type	Weight		
	Below 9H	11H to 15H	Above 16H
Extended Site Arm (ES)	14.33 lbs.	16.02 lbs.	16.48 lbs.
Horizontal Tenon (HT)	12.76 lbs.	14.45 lbs.	14.91 lbs.
Knuckle Mount (KM)	12.77 lbs.	14.46 lbs.	14.92 lbs.
Wall Pack (WP)	13.19 lbs.	14.88 lbs.	15.34 lbs.
Wall Pack (WP) with SMBC	15.40 lbs.	17.09 lbs.	17.55 lbs.

• Data below includes luminaire and integrated mounting option. Additional tenons, arms and brackets are not included.

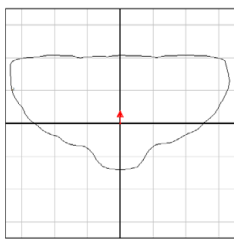
Mounting Type	Tilt	Single	2 at 90°	2 at 180°	2 at 120°	3 at 90°	3 at 120°	4 at 90°	2 Side-by-Side
Extended Site Arm (ES)	n/a	0.56 sq. ft.	0.98 sq. ft.	1.11 sq. ft.	1.24 sq. ft.	1.53 sq. ft.	1.66 sq. ft.	1.53 sq. ft.	0.84 sq. ft.
Extended Site Arm (ES) with Round Pole Adapter (ERP)	n/a	0.60 sq. ft.	1.01 sq. ft.	1.19 sq. ft.	1.28 sq. ft.	1.61 sq. ft.	1.70 sq. ft.	1.61 sq. ft.	0.84 sq. ft.
Horizontal Tenon (HT)	n/a	0.40 sq. ft.	0.65 sq. ft.	0.80 sq. ft.	0.82 sq. ft.	1.05 sq. ft.	1.07 sq. ft.	1.05 sq. ft.	0.50 sq. ft.
Knuckle Mount (KM) (7.5° increments)	90° (horizontal)	0.47 sq. ft.	0.81 sq. ft.	0.94 sq. ft.	0.94 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	0.69 sq. ft.
	60°	0.47 sq. ft.	1.12 sq. ft.	0.94 sq. ft.	1.42 sq. ft.	1.59 sq. ft.	2.07 sq. ft.	1.59 sq. ft.	1.30 sq. ft.
	45°	0.47 sq. ft.	1.30 sq. ft.	0.94 sq. ft.	1.70 sq. ft.	1.77 sq. ft.	2.53 sq. ft.	1.77 sq. ft.	1.67 sq. ft.
	30°	0.47 sq. ft.	1.43 sq. ft.	0.94 sq. ft.	1.94 sq. ft.	1.90 sq. ft.	2.90 sq. ft.	1.90 sq. ft.	1.92 sq. ft.
	0° (vertical)	0.47 sq. ft.	1.53 sq. ft.	0.94 sq. ft.	2.08 sq. ft.	2.00 sq. ft.	3.14 sq. ft.	2.00 sq. ft.	2.12 sq. ft.

PHOTOMETRIC DISTRIBUTION

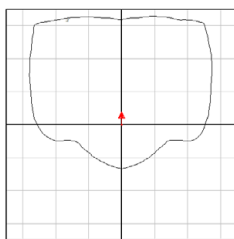
TYPE II ROADWAY MEDIUM (2RM)



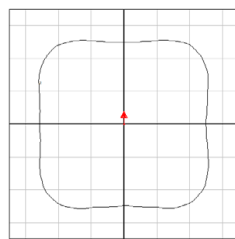
TYPE III ROADWAY MEDIUM (3RM)



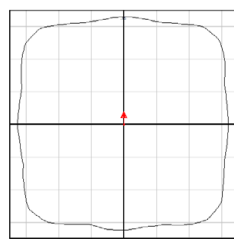
TYPE IV WIDE SHORT (4WS)



TYPE V SQUARE SHORT (5QS)



TYPE V SQUARE MEDIUM (5QM)



SHIELD ACCESSORY DETAILS

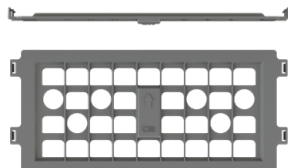
HOUSE SIDE SHIELD (HSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture



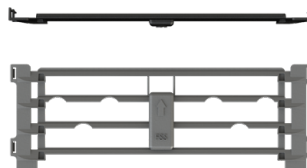
CUL-DE-SAC SHIELD (CSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light to left and right of the fixture



FRONT SIDE SHIELD (FSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light in front of the fixture.



SCOOP SHIELD (SS)

- Flat-black, injection-molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture (4WS only)



CONTROLS

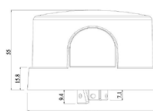
0-10 V ZHAGA OPTIONS

- ZT1: Ambient Light Control
- ZT3: IR + Ambient Light Control
- ZT4: Occupancy + IR + Ambient Light Control
- ZT5: 0-10V Zhaga Casambi BLE + ALC



PHOTOCELL OPTIONS

- PCL01: 120-277V Photocell (640J, IP65); Blue
- PCL02: 120-277V Photocell (1280J, IP66); Blue
- PCL03: 347-480V Photocell (1280J, IP66); Yellow
- PCL04: 50% Midnight Dimming, 347-480V Photocell (1280J, IP65); Brown
- PCL05: 50% Midnight Dimming, 120-277V Photocell (1280J, IP65); Brown



Performance Package	Wattage Label	Drive Current	Color Temp. (CCT)	Input Power (Watts)	TYPE II ROADWAY MED (2RM) AT 70 CRI			TYPE III ROADWAY MED (3RM) AT 70 CRI			TYPE III AREA MED (3AM) AT 70 CRI			TYPE IV WIDE SHORT (4WS) AT 70 CRI			TYPE V SQUARE SHORT (5QS) AT 70 CRI			TYPE V SQUARE MED (5QM) AT 70 CRI		
					Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating
3H	20	250mA	5000K	21.0	3,590	171	1 0 1	3,601	171	1 0 1				3,418	162	1 0 1	3,605	171	2 0 1	3,470	165	2 0 1
			4000K		3,555	169	1 0 1	3,565	170	1 0 1				3,384	161	1 0 1	3,569	170	2 0 1	3,436	163	2 0 1
			3000K		3,412	162	1 0 1	3,423	163	1 0 1				3,248	154	1 0 1	3,426	163	2 0 1	3,298	157	2 0 1
4H	30	300mA	5000K	25.4	4,291	169	1 0 1	4,305	169	1 0 1				4,085	161	1 0 1	4,309	169	2 0 1	4,148	163	2 0 1
			4000K		4,249	167	1 0 1	4,262	168	1 0 1				4,045	159	1 0 1	4,266	168	2 0 1	4,107	161	2 0 1
			3000K		4,079	160	1 0 1	4,091	161	1 0 1				3,883	153	1 0 1	4,096	161	2 0 1	3,943	155	2 0 1
5H	30	375mA	5000K	32.6	5,357	164	1 0 1	5,373	165	1 0 1				5,099	156	1 0 2	5,379	165	2 0 1	5,178	159	3 0 1
			4000K		5,304	163	1 0 1	5,320	163	1 0 1				5,049	155	1 0 1	5,325	163	2 0 1	5,127	157	3 0 1
			3000K		5,092	156	1 0 1	5,107	157	1 0 1				4,847	149	1 0 1	5,112	157	2 0 1	4,922	151	3 0 1
6H	40	483mA	5000K	42.7	6,775	159	1 0 1	6,796	159	1 0 2				6,450	151	1 0 2	6,803	159	3 0 1	6,549	153	3 0 1
			4000K		6,708	157	1 0 1	6,729	158	1 0 1				6,386	149	1 0 2	6,736	158	3 0 1	6,484	152	3 0 1
			3000K		6,440	151	1 0 1	6,459	151	1 0 1				6,131	144	1 0 2	6,466	151	3 0 1	6,225	146	3 0 1
7H	50	585mA	5000K	52.5	8,009	152	1 0 2	8,033	153	1 0 2				7,624	145	1 0 2	8,042	153	3 0 2	7,742	147	3 0 2
			4000K		7,930	151	1 0 2	7,954	151	1 0 2				7,549	144	1 0 2	7,962	152	3 0 2	7,665	146	3 0 2
			3000K		7,612	145	1 0 2	7,635	145	1 0 2				7,247	138	1 0 2	7,643	146	3 0 1	7,358	140	3 0 2
8H	60	672mA	5000K	61.2	9,024	147	1 0 2	9,051	148	1 0 2				8,590	140	1 0 2	9,061	148	3 0 2	8,722	143	3 0 2
			4000K		8,934	146	1 0 2	8,961	146	1 0 2				8,505	139	1 0 2	8,971	147	3 0 2	8,636	141	3 0 2
			3000K		8,577	140	1 0 2	8,603	141	1 0 2				8,165	133	1 0 2	8,612	141	3 0 2	8,291	136	3 0 2
9H	70	725mA	5000K	66.2	9,565	145	2 0 2	9,594	145	1 0 2				9,106	138	1 0 2	9,604	145	3 0 2	9,246	140	3 0 2
			4000K		9,470	143	2 0 2	9,499	144	1 0 2				9,016	136	1 0 2	9,509	144	3 0 2	9,154	138	3 0 2
			3000K		9,092	137	1 0 2	9,119	138	1 0 2				8,655	131	1 0 2	9,129	138	3 0 2	8,788	133	3 0 2
11H	80	924mA	5000K	81.5	11,692	143	2 0 2	11,728	144	1 0 2				11,131	137	2 0 2	11,740	144	3 0 2	11,302	139	4 0 2
			4000K		11,577	142	2 0 2	11,612	142	1 0 2				11,021	135	2 0 2	11,624	143	3 0 2	11,190	137	4 0 2
			3000K		11,114	136	2 0 2	11,147	137	1 0 2				10,580	130	1 0 2	11,159	137	3 0 2	10,743	132	4 0 2
12H	90	1029mA	5000K	90.8	12,641	139	2 0 2	12,679	140	1 0 2				12,034	133	2 0 2	12,693	140	3 0 2	12,219	135	4 0 2
			4000K		12,516	138	2 0 2	12,554	138	1 0 2				11,915	131	2 0 2	12,567	138	3 0 2	12,098	133	4 0 2
			3000K		12,015	132	2 0 2	12,052	133	1 0 2				11,438	126	2 0 2	12,064	133	3 0 2	11,614	128	4 0 2
14H	110	1281mA	5000K	114.6	14,840	129	2 0 2	14,885	130	2 0 2				14,127	123	2 0 3	14,901	130	4 0 2	14,345	125	4 0 2
			4000K		14,693	128	2 0 2	14,738	129	2 0 2				13,987	122	2 0 2	14,753	129	4 0 2	14,203	124	4 0 2
			3000K		14,105	123	2 0 2	14,148	123	2 0 2				13,428	117	2 0 2	14,163	124	3 0 2	13,634	119	4 0 2
16H	130	1449mA	5000K	130.8	16,101	123	2 0 2	16,150	124	2 0 2				15,328	117	2 0 3	16,167	124	4 0 2	15,563	119	4 0 2
			4000K		15,941	122	2 0 2	15,990	122	2 0 2				15,176	116	2 0 3	16,007	122	4 0 2	15,409	118	4 0 2
			3000K		15,304	117	2 0 2	15,350	117	2 0 2				14,569	111	2 0 3	15,366	118	4 0 2	14,793	113	4 0 2
16P	120	1365mA	5000K	122.9	16,387	133	3 0 3	16,434	134	2 0 2	15,756	128	2 0 2	15,202	124	2 0 2	16,278	132	2 0 2	15,389	125	4 0 2
			4000K		16,225	132	3 0 3	16,271	132	2 0 2	15,600	127	2 0 2	15,051	122	2 0 2	16,117	131	2 0 2	15,237	124	4 0 2
			3000K		15,576	127	3 0 3	15,620	127	2 0 2	14,976	122	2 0 2	14,449	118	2 0 2	15,472	126	2 0 2	14,628	119	4 0 2
18P	140	1608mA	5000K	143.2	18,151	127	3 0 3	18,203	127	2 0 2	17,452	122	3 0 3	16,838	118	3 0 3	18,030	126	3 0 3	17,046	119	4 0 2
			4000K		17,972	125	3 0 3	18,023	126	2 0 2	17,280	121	3 0 3	16,672	116	3 0 3	17,852	125	3 0 3	16,877	118	4 0 2
			3000K		17,253	120	3 0 3	17,302	121	2 0 2	16,588	116	2 0 3	16,005	112	2 0 3	17,138	120	2 0 2	16,202	113	4 0 2
20P	160	1709mA	5000K	164.4	19,771	120	3 0 3	19,827	121	2 0 3	19,010	116	3 0 3	18,341	112	3 0 3	19,639	119	3 0 3	18,567	113	4 0 2
			4000K		19,575	119	3 0 3	19,631	119	2 0 2	18,822	114	3 0 3	18,159	110	3 0 3	19,445	118	3 0 3	18,383	112	4 0 2
			3000K		18,792	114	3 0 3	18,846	115	2 0 2	18,069	110	3 0 3	17,433	106	3 0 3	18,667	114	3 0 3	17,648	107	4 0 2

POLE INFORMATION

• Solais offers a full line of aluminum and steel poles, brackets and accessories for your installation. For more information, consult factory.

SQUARE STRAIGHT
▪ 8- to 39-ft. height options



ROUND STRAIGHT
▪ 8- to 35-ft. height options



SQUARE TAPERED
▪ 20- to 50-ft. height options



ROUND TAPERED
▪ 8- to 39-ft. height options
▪ 45- to 70-ft. telescoping height options



HINGED TAPERED
▪ 20- to 39-ft. height options



SPECIFICATION CODE
GL1-6H-3RM-740-STD-10-1PS-00-SBZ-ES

PROJECT
CLEMENT TAYLOR PARK

TYPE
SB

MEMO

ORDERING CODE BREAKDOWN

- Finished Product:
GL1-6H-3RM-740-STD-10-1PS-00-SBZ-ES

LED GRIDLITE (GEN 2)
SITE LIGHT FIXTURE

MAIN FEATURES

- Designed with a die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- Delivering up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- All mounting options allow for multiple fixture installations at 90°
- TGIC polyester super durable powder coating with superior gloss, color retention, and weather resistance
- 0-10V dimming standard; DALI-2 dimming option available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.!**



Extended Site Arm

EPA: 0.56 sq. ft.

WEIGHT: 14.33 lbs.



GL1 / 6H / 3RM / 7 40 / STD / 10 / 1PS / 00 / SBZ / ES / - + - + -

FIXTURE	LUMENS	BEAM SPREAD	CRI	CCT	VOLTAGE	CONTROLS	SURGE	PHOTOCELL RECEPTACLE	FINISH	MOUNTING	FIXTURE OPTIONS	ADAPTER OPTIONS	FIELD OPTIONS
GL1	3H : 3,000 lm; 21W	2RM : Type II Roadway Medium	7 : 70 CRI	30 : 3000K	STD : 120-277V	10 : 0-10V	1PS : 10kV 5kA, 120-277V	00 : None	SBZ : Bronze (RAL8019)	ES : Extended Site Arm	ZT1 : 0-10V Z Ambient Light Control	RP : Site Arm Round Pole Adapter	SOL28 HSS : House-side Shield
	4H : 4,000 lm; 25W	3RM : Type III Roadway Medium	8 : 80 CRI	40 : 4000K	HVL : 277-480V	DA : DALI-2 D4i	2PS : *20kV 10kA, 120-277V	70 : 7-pin	SGY : Gray (RAL7038)	HT : Horizontal Tenon	ZT3 : 0-10V Z IR + Ambient Light Control	SMCB : Wall Pack Surface Mount Conduit Box	SOL28 FSS : Front-side Shield
	5H : 5,000 lm; 32W	3AM : Type III Area Medium		50 : 5000K			2PH : *20kV 10kA, 277-480V	0Z : Z receptacle	SWH : White (RAL9003)	KM : 3" OD Knuckle Mount	ZT4 : 0-10V Z Occupancy + IR + Ambient Light Control	ERP : Extended Site Arm Round Pole Adapter	SOL28 CSS : Cul-de-Sac Shield
	6H : 6,000 lm; 42W	4WS : Type IV Wide Short						7Z : 7-pin + Z	SBK : Black (RAL9017)	WP : Wall Pack	ZT5 : 0-10V Z Casambi Bluetooth Mesh Node		SOL28 SS : Scoop Shield
	7H : 7,000 lm; 52W	5QS : Type V Square Short							*MBZ : Marine Bronze				PCL-01 : 120-277V Photocell
	8H : 8,000 lm; 60W	5QM : Type V Square Medium							*MGY : Marine Grey				PCL-02 : 120-277V Photocell
	9H : 9,000 lm; 65W								*MWH : Marine White				PCL-03 : 347-480V Photocell
	11H : 11,000 lm; 80W								*MBK : Marine Black				PCL-04 : 347-480V Photocell (Midnight Dim)
	12H : 12,000 lm; 89W												PCL-05 : 120-277V Photocell (Midnight Dim)
	14H : 14,000 lm; 112W												ENL-SC1 : Shorting Cap
	16H : 15,000 lm; 131W												
	16P : 16,000 lm; 123W												
	18P : 18,000 lm; 143W												
	20P : 20,000 lm; 164W												
					Notes:	Consult factory to verify BAA compliant products. HSS not compatible with 4WS optics, instead use SS. 80 or 90 CRI, + additional CCTs available upon request				*Consult factory for lead time and availability. HVL unavailable with ZT1, ZT3, ZT4 and ZT5 photocell receptacles. ZT1 - ZT5 options only available with 10 : 0-10V Dimming			



FINISH

- TGIC polyester super-durable powder coating with superior gloss, color retention and weather resistance
- Standard finishes provided at 3 mil nominal thickness, salt-spray-tested to 3,000 hours as per ASTM B117
- For marine-grade finish, consult factory. Provided at 5 mil nominal thickness, salt-spray-tested to 4,000 hours as per ASTM B117

MOUNTING

- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- Options allow for multiple fixture installations at 90°
- Wall-mount and round pole adapters are available for extended site arm

CONSTRUCTION

- Die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- 100% recycled aluminum

ELECTRICAL

- 120-277V Standard; 277-480V option available
- PF>0.9, THD<20%
- Parallel surge protection: enhanced 10kV standard, extreme 20kV optional (ANSI C136.2-2015)
- For series surge protection, consult factory
- Rated for operation -40°C to 40°C
- For 50°C option, consult factory

OPTICS + PERFORMANCE

- Up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- 5 customized distributions available
 - Type II Roadway Medium (Coefficient of Utilization: 0.793)
 - Type III Roadway Medium (Coefficient of Utilization: 0.852)
 - Type IV Wide Short (Coefficient of Utilization: 0.840)
 - Type V Square Short
 - Type V Square Medium
- Multiple shielding options available

CONTROLS

- 0-10V dimming standard; DALI-2 option available
- Receptacle options:
 - ANSI C136.41 3-pin
 - ANSI C136.41 7-pin (for DALI-2 or 0-10 V dimming)
 - Zhaga Book 18 (for next generation ambient light/motion sensing)

LISTINGS

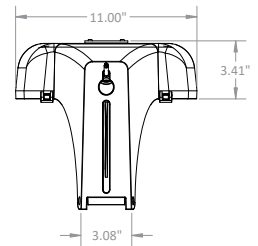
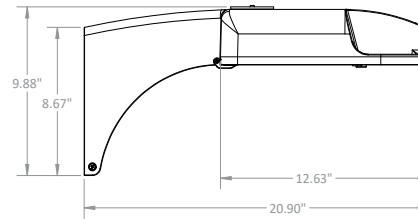
- IP66-rated optical and electrical chambers
- 3G Vibration-rated (ANSI C136.31)
- cULus Listed for wet locations
- IDA Dark Sky listed with ≤3000K (Site Arm, Horizontal Tenon)
- Zhaga D4i listed
- ANSI C136.15 labeling available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.**

WARRANTY

- 5-year warranty

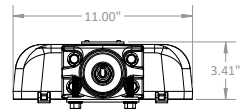
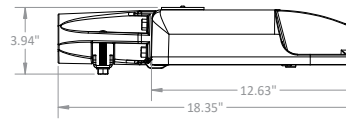
Extended Site Arm (ES)

- Universal mount adapter
- Allows for retrofit without drilling into existing poles



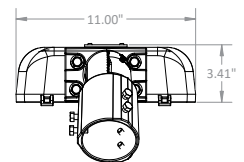
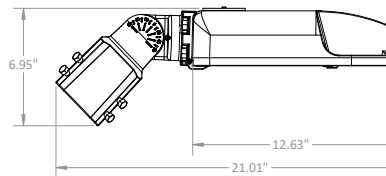
Horizontal Tenon (HT)

- Mounts to maximum 2 3/4" O.D. tenon

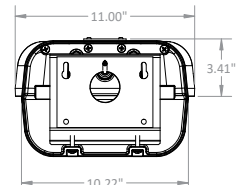
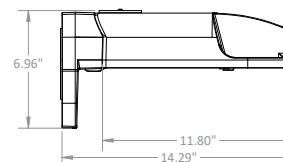


Knuckle (KM)

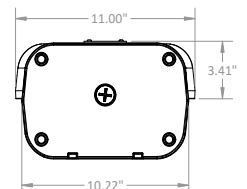
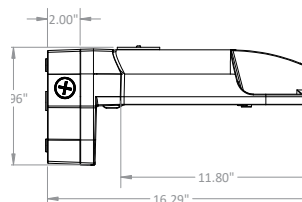
- Mounts to maximum 3" O.D. tenon
- Adjustable at 7.5° increments
- Not recommended to angle luminaire past 0° (vertical); maintain downward angle



Wall Pack (WP)



Wall Pack (WP) - SMBC (field installed option)



LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Ambient Temperature		Lumen Multiplier
Celsius	Fahrenheit	
0°C	32°F	1.02
10°C	50°F	1.01
25°C	77°F	1.00
40°C	104°F	0.99
50°C	122°F	0.97

TM-21 LUMEN MAINTENANCE PROJECTION

Calculated by utilizing the LED manufacturer’s LM80 test data in conjunction with third party verified in-situ LED drive current and LED temperature data. Use data below to determine light loss factors.

50,000 hrs	60,000 hrs	100,000 hrs
99.67%	99.49%	98.77%

WEIGHTS + EPA INFORMATION

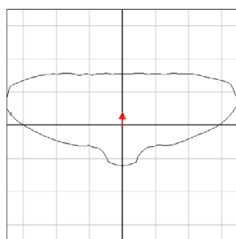
Mounting Type	Weight		
	Below 9H	11H to 15H	Above 16H
Extended Site Arm (ES)	14.33 lbs.	16.02 lbs.	16.48 lbs.
Horizontal Tenon (HT)	12.76 lbs.	14.45 lbs.	14.91 lbs.
Knuckle Mount (KM)	12.77 lbs.	14.46 lbs.	14.92 lbs.
Wall Pack (WP)	13.19 lbs.	14.88 lbs.	15.34 lbs.
Wall Pack (WP) with SMBC	15.40 lbs.	17.09 lbs.	17.55 lbs.

• Data below includes luminaire and integrated mounting option. Additional tenons, arms and brackets are not included.

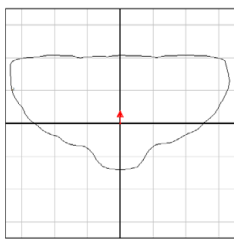
Mounting Type	Tilt	Single	2 at 90°	2 at 180°	2 at 120°	3 at 90°	3 at 120°	4 at 90°	2 Side-by-Side
Extended Site Arm (ES)	n/a	0.56 sq. ft.	0.98 sq. ft.	1.11 sq. ft.	1.24 sq. ft.	1.53 sq. ft.	1.66 sq. ft.	1.53 sq. ft.	0.84 sq. ft.
Extended Site Arm (ES) with Round Pole Adapter (ERP)	n/a	0.60 sq. ft.	1.01 sq. ft.	1.19 sq. ft.	1.28 sq. ft.	1.61 sq. ft.	1.70 sq. ft.	1.61 sq. ft.	0.84 sq. ft.
Horizontal Tenon (HT)	n/a	0.40 sq. ft.	0.65 sq. ft.	0.80 sq. ft.	0.82 sq. ft.	1.05 sq. ft.	1.07 sq. ft.	1.05 sq. ft.	0.50 sq. ft.
Knuckle Mount (KM) (7.5° increments)	90° (horizontal)	0.47 sq. ft.	0.81 sq. ft.	0.94 sq. ft.	0.94 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	0.69 sq. ft.
	60°	0.47 sq. ft.	1.12 sq. ft.	0.94 sq. ft.	1.42 sq. ft.	1.59 sq. ft.	2.07 sq. ft.	1.59 sq. ft.	1.30 sq. ft.
	45°	0.47 sq. ft.	1.30 sq. ft.	0.94 sq. ft.	1.70 sq. ft.	1.77 sq. ft.	2.53 sq. ft.	1.77 sq. ft.	1.67 sq. ft.
	30°	0.47 sq. ft.	1.43 sq. ft.	0.94 sq. ft.	1.94 sq. ft.	1.90 sq. ft.	2.90 sq. ft.	1.90 sq. ft.	1.92 sq. ft.
	0° (vertical)	0.47 sq. ft.	1.53 sq. ft.	0.94 sq. ft.	2.08 sq. ft.	2.00 sq. ft.	3.14 sq. ft.	2.00 sq. ft.	2.12 sq. ft.

PHOTOMETRIC DISTRIBUTION

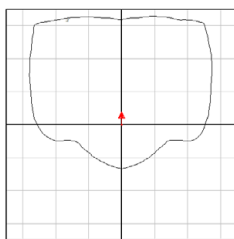
TYPE II ROADWAY MEDIUM (2RM)



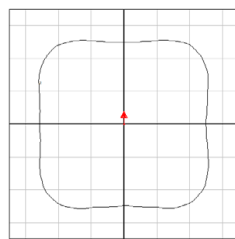
TYPE III ROADWAY MEDIUM (3RM)



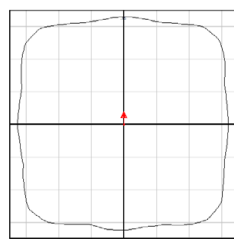
TYPE IV WIDE SHORT (4WS)



TYPE V SQUARE SHORT (5QS)



TYPE V SQUARE MEDIUM (5QM)



SHIELD ACCESSORY DETAILS

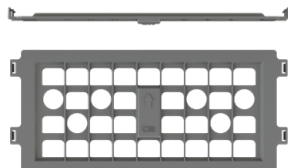
HOUSE SIDE SHIELD (HSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture



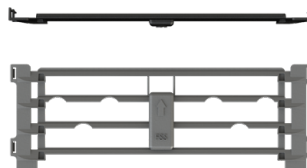
CUL-DE-SAC SHIELD (CSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light to left and right of the fixture



FRONT SIDE SHIELD (FSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light in front of the fixture.



SCOOP SHIELD (SS)

- Flat-black, injection-molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture (4WS only)



CONTROLS

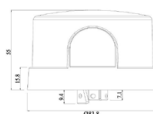
0-10 V ZHAGA OPTIONS

- ZT1: Ambient Light Control
- ZT3: IR + Ambient Light Control
- ZT4: Occupancy + IR + Ambient Light Control
- ZT5: 0-10V Zhaga Casambi BLE + ALC



PHOTOCELL OPTIONS

- PCL01: 120-277V Photocell (640J, IP65); Blue
- PCL02: 120-277V Photocell (1280J, IP66); Blue
- PCL03: 347-480V Photocell (1280J, IP66); Yellow
- PCL04: 50% Midnight Dimming, 347-480V Photocell (1280J, IP65); Brown
- PCL05: 50% Midnight Dimming, 120-277V Photocell (1280J, IP65); Brown



Performance Package	Wattage Label	Drive Current	Color Temp. (CCT)	Input Power (Watts)	TYPE II ROADWAY MED (2RM) AT 70 CRI			TYPE III ROADWAY MED (3RM) AT 70 CRI			TYPE III AREA MED (3AM) AT 70 CRI			TYPE IV WIDE SHORT (4WS) AT 70 CRI			TYPE V SQUARE SHORT (5QS) AT 70 CRI			TYPE V SQUARE MED (5QM) AT 70 CRI		
					Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating
3H	20	250mA	5000K	21.0	3,590	171	1 0 1	3,601	171	1 0 1				3,418	162	1 0 1	3,605	171	2 0 1	3,470	165	2 0 1
			4000K		3,555	169	1 0 1	3,565	170	1 0 1				3,384	161	1 0 1	3,569	170	2 0 1	3,436	163	2 0 1
			3000K		3,412	162	1 0 1	3,423	163	1 0 1				3,248	154	1 0 1	3,426	163	2 0 1	3,298	157	2 0 1
4H	30	300mA	5000K	25.4	4,291	169	1 0 1	4,305	169	1 0 1				4,085	161	1 0 1	4,309	169	2 0 1	4,148	163	2 0 1
			4000K		4,249	167	1 0 1	4,262	168	1 0 1				4,045	159	1 0 1	4,266	168	2 0 1	4,107	161	2 0 1
			3000K		4,079	160	1 0 1	4,091	161	1 0 1				3,883	153	1 0 1	4,096	161	2 0 1	3,943	155	2 0 1
5H	30	375mA	5000K	32.6	5,357	164	1 0 1	5,373	165	1 0 1				5,099	156	1 0 2	5,379	165	2 0 1	5,178	159	3 0 1
			4000K		5,304	163	1 0 1	5,320	163	1 0 1				5,049	155	1 0 1	5,325	163	2 0 1	5,127	157	3 0 1
			3000K		5,092	156	1 0 1	5,107	157	1 0 1				4,847	149	1 0 1	5,112	157	2 0 1	4,922	151	3 0 1
6H	40	483mA	5000K	42.7	6,775	159	1 0 1	6,796	159	1 0 2				6,450	151	1 0 2	6,803	159	3 0 1	6,549	153	3 0 1
			4000K		6,708	157	1 0 1	6,729	158	1 0 1				6,386	149	1 0 2	6,736	158	3 0 1	6,484	152	3 0 1
			3000K		6,440	151	1 0 1	6,459	151	1 0 1				6,131	144	1 0 2	6,466	151	3 0 1	6,225	146	3 0 1
7H	50	585mA	5000K	52.5	8,009	152	1 0 2	8,033	153	1 0 2				7,624	145	1 0 2	8,042	153	3 0 2	7,742	147	3 0 2
			4000K		7,930	151	1 0 2	7,954	151	1 0 2				7,549	144	1 0 2	7,962	152	3 0 2	7,665	146	3 0 2
			3000K		7,612	145	1 0 2	7,635	145	1 0 2				7,247	138	1 0 2	7,643	146	3 0 1	7,358	140	3 0 2
8H	60	672mA	5000K	61.2	9,024	147	1 0 2	9,051	148	1 0 2				8,590	140	1 0 2	9,061	148	3 0 2	8,722	143	3 0 2
			4000K		8,934	146	1 0 2	8,961	146	1 0 2				8,505	139	1 0 2	8,971	147	3 0 2	8,636	141	3 0 2
			3000K		8,577	140	1 0 2	8,603	141	1 0 2				8,165	133	1 0 2	8,612	141	3 0 2	8,291	136	3 0 2
9H	70	725mA	5000K	66.2	9,565	145	2 0 2	9,594	145	1 0 2				9,106	138	1 0 2	9,604	145	3 0 2	9,246	140	3 0 2
			4000K		9,470	143	2 0 2	9,499	144	1 0 2				9,016	136	1 0 2	9,509	144	3 0 2	9,154	138	3 0 2
			3000K		9,092	137	1 0 2	9,119	138	1 0 2				8,655	131	1 0 2	9,129	138	3 0 2	8,788	133	3 0 2
11H	80	924mA	5000K	81.5	11,692	143	2 0 2	11,728	144	1 0 2				11,131	137	2 0 2	11,740	144	3 0 2	11,302	139	4 0 2
			4000K		11,577	142	2 0 2	11,612	142	1 0 2				11,021	135	2 0 2	11,624	143	3 0 2	11,190	137	4 0 2
			3000K		11,114	136	2 0 2	11,147	137	1 0 2				10,580	130	1 0 2	11,159	137	3 0 2	10,743	132	4 0 2
12H	90	1029mA	5000K	90.8	12,641	139	2 0 2	12,679	140	1 0 2				12,034	133	2 0 2	12,693	140	3 0 2	12,219	135	4 0 2
			4000K		12,516	138	2 0 2	12,554	138	1 0 2				11,915	131	2 0 2	12,567	138	3 0 2	12,098	133	4 0 2
			3000K		12,015	132	2 0 2	12,052	133	1 0 2				11,438	126	2 0 2	12,064	133	3 0 2	11,614	128	4 0 2
14H	110	1281mA	5000K	114.6	14,840	129	2 0 2	14,885	130	2 0 2				14,127	123	2 0 3	14,901	130	4 0 2	14,345	125	4 0 2
			4000K		14,693	128	2 0 2	14,738	129	2 0 2				13,987	122	2 0 2	14,753	129	4 0 2	14,203	124	4 0 2
			3000K		14,105	123	2 0 2	14,148	123	2 0 2				13,428	117	2 0 2	14,163	124	3 0 2	13,634	119	4 0 2
16H	130	1449mA	5000K	130.8	16,101	123	2 0 2	16,150	124	2 0 2				15,328	117	2 0 3	16,167	124	4 0 2	15,563	119	4 0 2
			4000K		15,941	122	2 0 2	15,990	122	2 0 2				15,176	116	2 0 3	16,007	122	4 0 2	15,409	118	4 0 2
			3000K		15,304	117	2 0 2	15,350	117	2 0 2				14,569	111	2 0 3	15,366	118	4 0 2	14,793	113	4 0 2
16P	120	1365mA	5000K	122.9	16,387	133	3 0 3	16,434	134	2 0 2	15,756	128	2 0 2	15,202	124	2 0 2	16,278	132	2 0 2	15,389	125	4 0 2
			4000K		16,225	132	3 0 3	16,271	132	2 0 2	15,600	127	2 0 2	15,051	122	2 0 2	16,117	131	2 0 2	15,237	124	4 0 2
			3000K		15,576	127	3 0 3	15,620	127	2 0 2	14,976	122	2 0 2	14,449	118	2 0 2	15,472	126	2 0 2	14,628	119	4 0 2
18P	140	1608mA	5000K	143.2	18,151	127	3 0 3	18,203	127	2 0 2	17,452	122	3 0 3	16,838	118	3 0 3	18,030	126	3 0 3	17,046	119	4 0 2
			4000K		17,972	125	3 0 3	18,023	126	2 0 2	17,280	121	3 0 3	16,672	116	3 0 3	17,852	125	3 0 3	16,877	118	4 0 2
			3000K		17,253	120	3 0 3	17,302	121	2 0 2	16,588	116	2 0 3	16,005	112	2 0 3	17,138	120	2 0 2	16,202	113	4 0 2
20P	160	1709mA	5000K	164.4	19,771	120	3 0 3	19,827	121	2 0 3	19,010	116	3 0 3	18,341	112	3 0 3	19,639	119	3 0 3	18,567	113	4 0 2
			4000K		19,575	119	3 0 3	19,631	119	2 0 2	18,822	114	3 0 3	18,159	110	3 0 3	19,445	118	3 0 3	18,383	112	4 0 2
			3000K		18,792	114	3 0 3	18,846	115	2 0 2	18,069	110	3 0 3	17,433	106	3 0 3	18,667	114	3 0 3	17,648	107	4 0 2

POLE INFORMATION

• Solais offers a full line of aluminum and steel poles, brackets and accessories for your installation. For more information, consult factory.

SQUARE STRAIGHT
▪ 8- to 39-ft. height options



ROUND STRAIGHT
▪ 8- to 35-ft. height options



SQUARE TAPERED
▪ 20- to 50-ft. height options



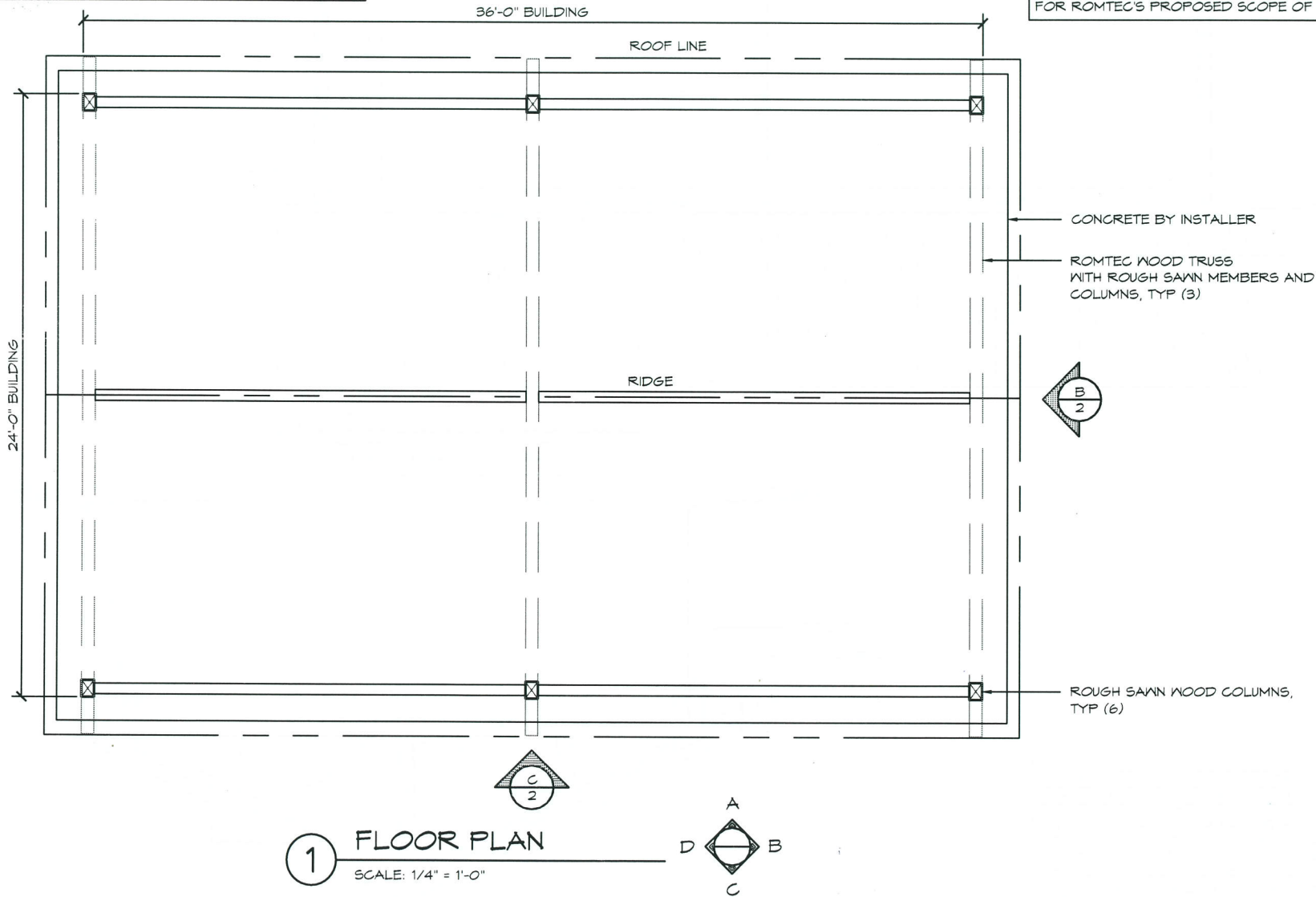
ROUND TAPERED
▪ 8- to 39-ft. height options
▪ 45- to 70-ft. telescoping height options



HINGED TAPERED
▪ 20- to 39-ft. height options



LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	WOOD TRUSS	3
	GLU-LAM BEAMS	6



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0633

PRELIMINARY

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PROJECT: 3012 WOOD PAVILION - OPEN DIMENSIONAL WOOD FRAME

CUSTOMER PROJECT LOCATION

SHEET TITLE: FLOOR PLAN

MODEL#: 3012

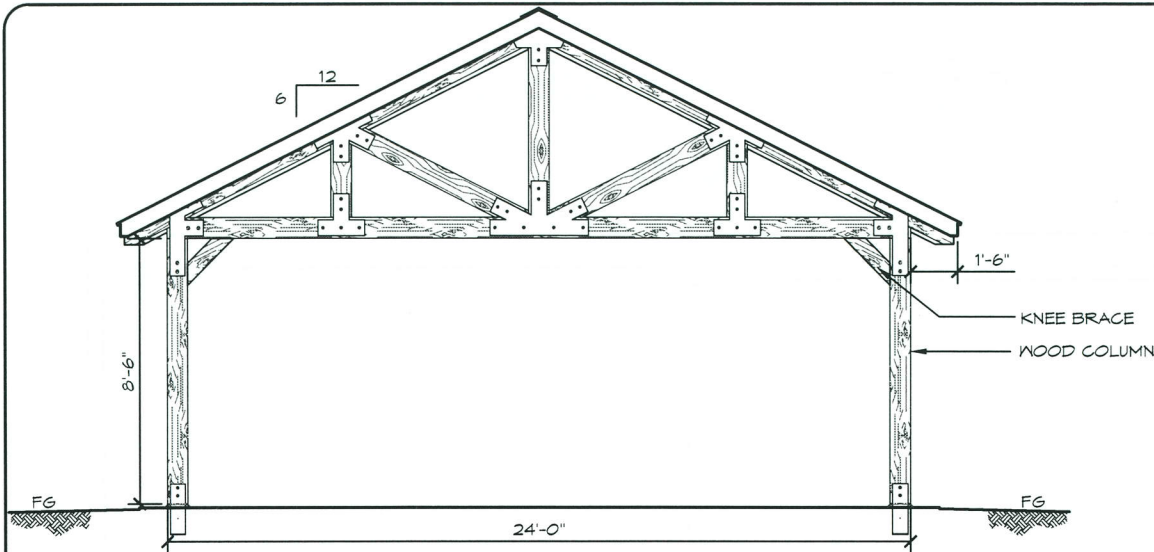
DATE: 00/00/15

REVISIONS

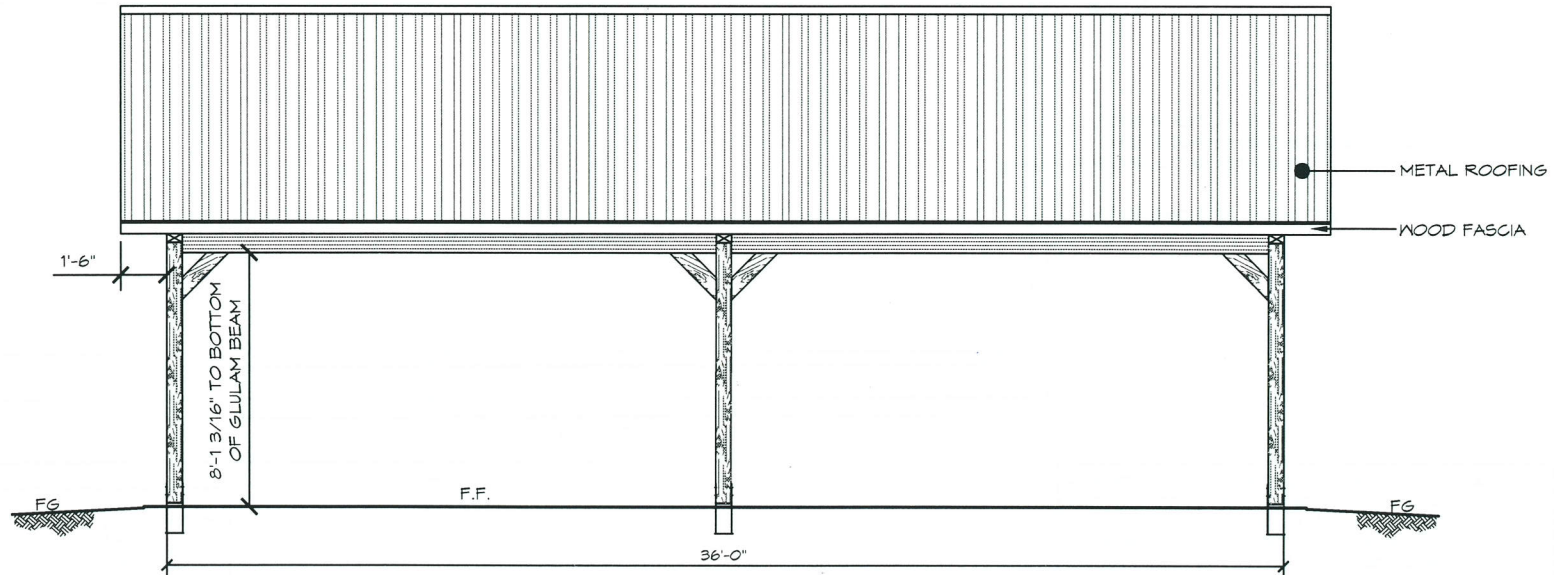
REV	DATE	BY

DRAWN BY: TH

SHEET NO. 1



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

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PROJECT: 3012 WOOD PAVILION - OPEN DIMENSIONAL WOOD FRAME

CUSTOMER PROJECT LOCATION

PROJECT#:

MODEL#:

DATE:

REVISIONS

REV. DATE BY

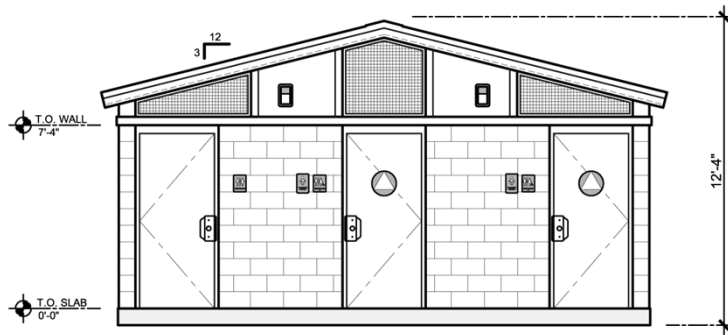
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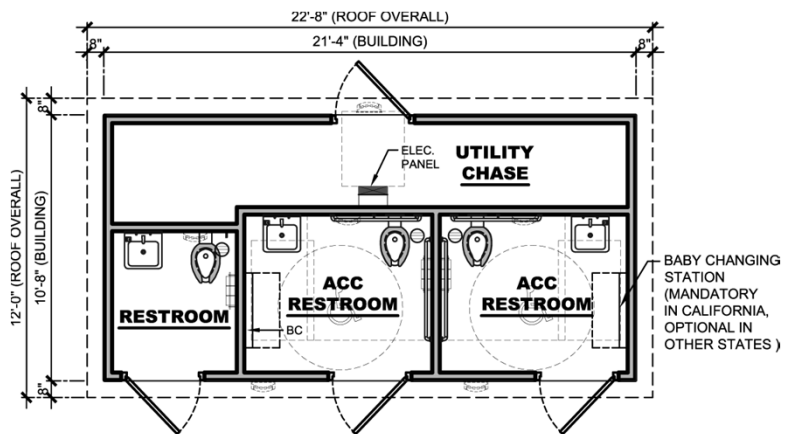
2

SHEET TITLE: ELEVATION



ELEVATION

SCALE: 1/8"=1'0"



FLOOR PLAN

SCALE: 1/8"=1'0"

NOTE: STAINLESS FIXTURES



PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)

RESTROOM BUILDING PS-033 PLAYGROUND SERIES

135 USERS/HR.



www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY

MINDEN NEVADA 89423

P: 888-888-2060 F: 888-888-1448

BUYBOARD 2019

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OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

PUBLIC RESTROOM COMPANY RESPONSIBILITIES:

1. PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
2. FURNISH AND INSTALL UNDERGROUND UTILITIES UNDER SLAB (INCLUDING TRENCHING) EXTENDING 6 FEET MAX. BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.
3. FURNISH AND INSTALL SLAB TO FOUNDATION ANCHORS PER DETAILS INCLUDED HEREIN. APPLICABLE ONLY TO BUILDINGS WITH FOUNDATIONS.

GENERAL NOTES:

1. THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF THE BUILDING AT EXTERIOR DOORS AND THE SIDEWALK OUTSIDE IS 1/4" MAX. PRC RECOMMENDS SIDEWALK TO BE FLUSH WITH FINISH FLOOR AT ALL DOORS.
2. THE PLAN & DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION OF THIS BUILDING MODEL.

OWNER / GENERAL CONTRACTOR RESPONSIBILITIES:

1. PREPARE BUILDING PAD AND OR FOUNDATION.
2. PROVIDE SITE PLAN & ENGINEERED FOUNDATION PLAN (IF APPLICABLE) AND ATTACH IT TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND OBTAIN NECESSARY PERMITS FROM LOCAL JURISDICTION.
3. VERIFY AND SCHEDULE NECESSARY INSPECTIONS WITH LOCAL JURISDICTION FOR SITE PERFORMED WORK BY OTHERS, AND FOR UNDER BUILDING SLAB PLUMBING CONNECTIONS MADE BY PRC.
4. COORDINATE SEWER INVERT ELEVATION WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION, VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXISTING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC
5. MAKE FINAL UTILITY CONNECTIONS (INCLUDING NECESSARY UTILITY BOXES).
6. PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500 psf, WITH SUB-GRADE COMPACTED TO 90% M.D.D.
7. SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE MASON SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC FOR UTILITY TRENCH BACKFILL.
8. PROJECTS WITH FOOTINGS: PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN AND PAD / FOUNDATION PLAN DIRECTION.

GENERAL SITE CONDITION LIABILITY NOTE:

PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD / FOUNDATION PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE FOUNDATIONS / PADS FOR **REFERENCE ONLY**. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND / OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AN INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER / GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES AN 8" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500 PSF BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR **REFERENCE ONLY** AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES.

PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

-

DATE: - DRAWN BY:

PROJECT #: -

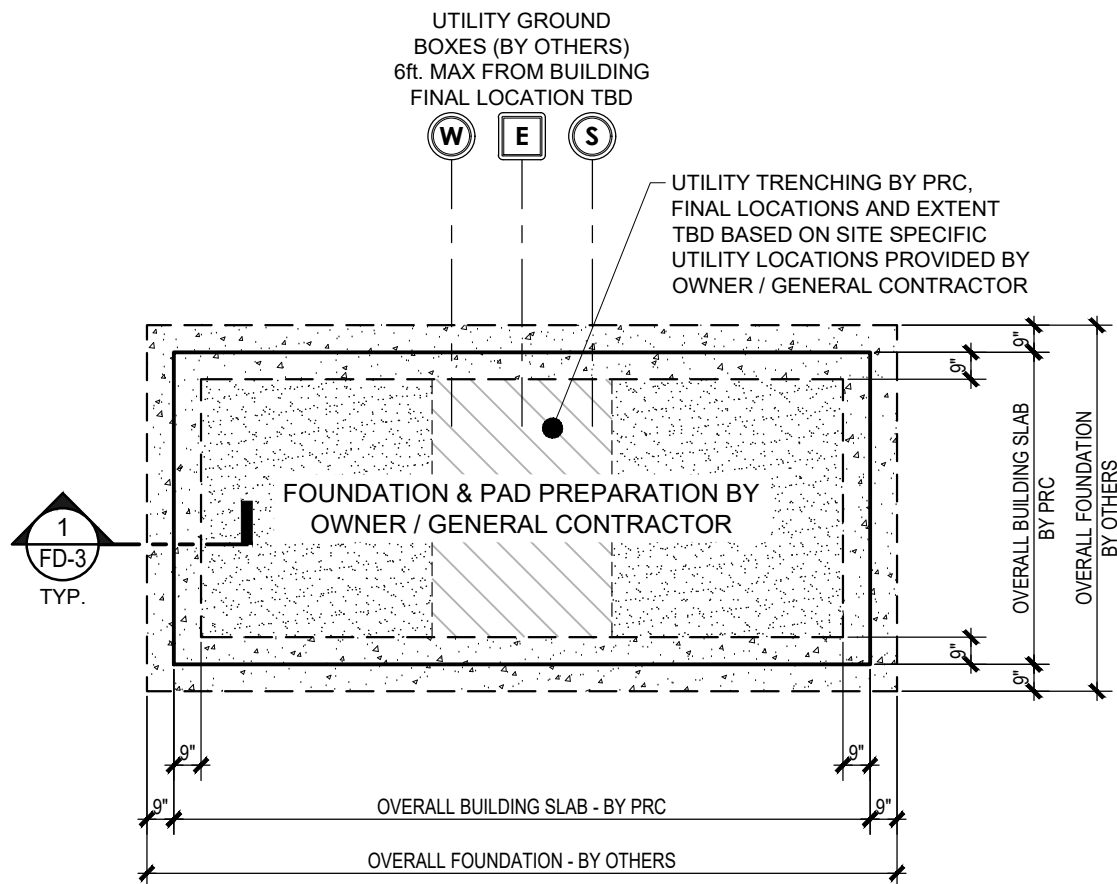
SHEET:

1 OF 4

FD-1

NOTES:

1. BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.
2. REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS



1
FD-2

EXAMPLE FOUNDATION / PAD PREPARATION PLAN
SCALE: NOT TO SCALE

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

DATE: - DRAWN BY:

PROJECT #: -

SHEET:

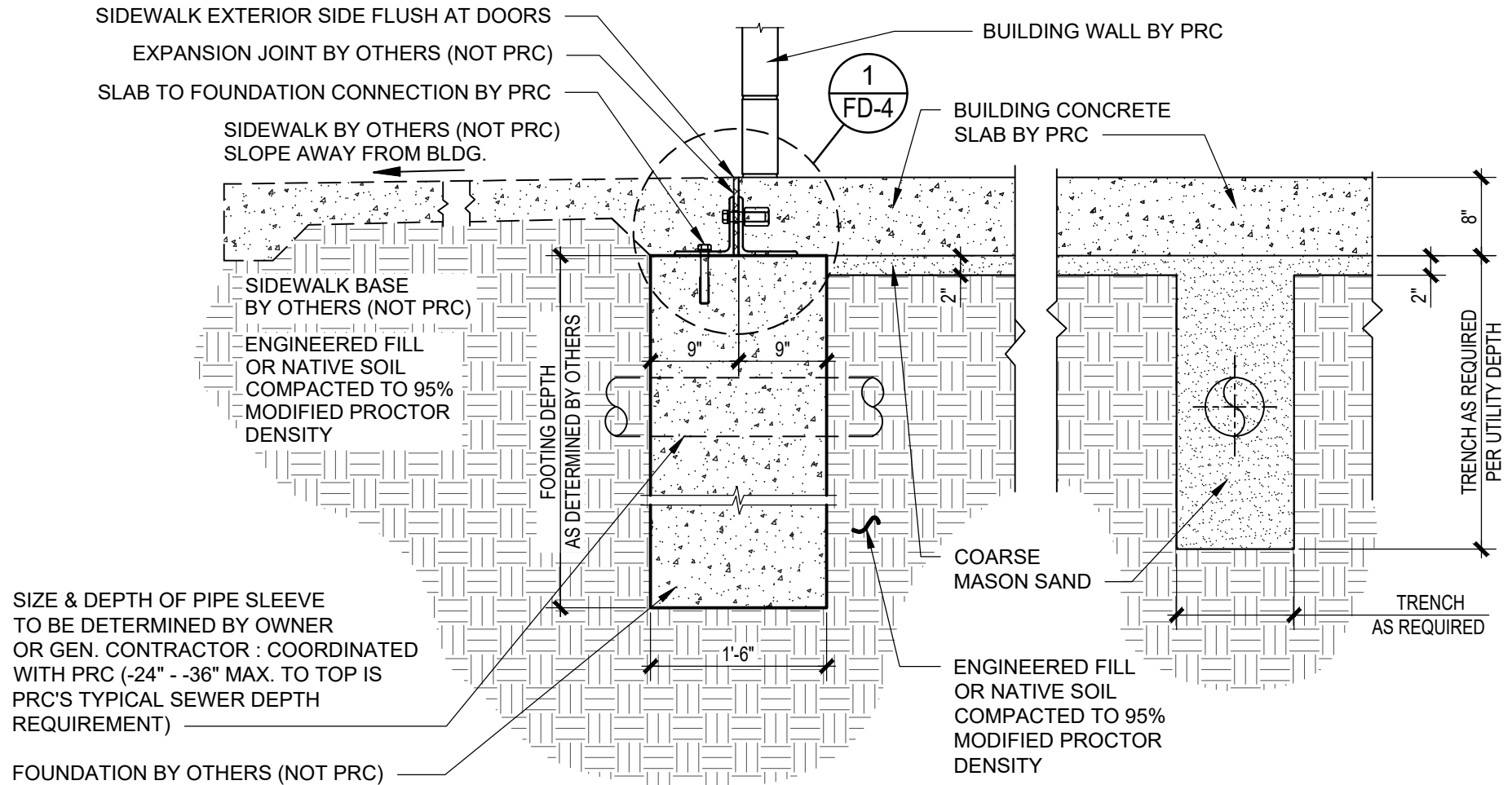
FD-2

2 OF 4

NOTES:

1. BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.

2. REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS



1
FD-3

TYPICAL FOUNDATION SECTION DETAIL

SCALE: NOT TO SCALE

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

DATE: - DRAWN BY:

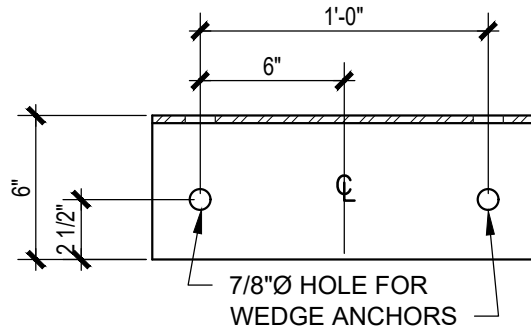
PROJECT #: -

SHEET:

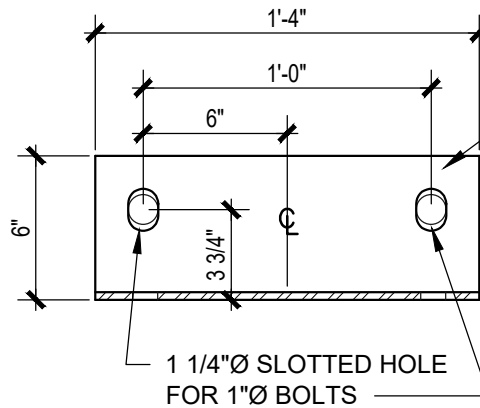
3 OF 4

FD-3

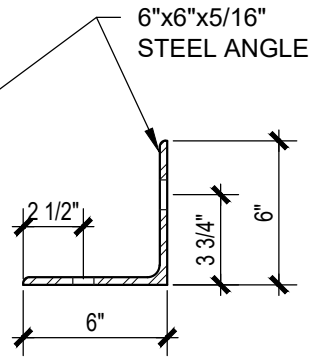
NOTE:
QUANTITY AND LOCATIONS OF ANCHORS TO BE DETERMINED BY PRC ENGINEER



TOP VIEW



FRONT VIEW



SIDE VIEW

BUILDING WALL BY PRC

8" CONCRETE SLAB
 BY PRC

STEEL ANGLE CONNECTOR
 BOLTED TO PRC SLAB

3/4" DIA. x 5 3/4" MIN.
 SIMPSON STRONG BOLT 2
 WEDGE ANCHOR
 (MIN. 4 1/8" EMBEDMENT)

CONC. SLAB
 (BY OTHERS)

FOUNDATION
 (BY OTHERS)

1
 FD-4

SLAB TO FOUNDATION ANCHOR DETAIL (BY PRC)

SCALE: NOT TO SCALE

STRUCTURAL GENERAL NOTES

ABBREVIATIONS		1. GENERAL NOTES:
AB	ANCHOR BOLT	11. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH PROJECT SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR OPENINGS, DEPRESSIONS, EQUIPMENT WEIGHTS AND LOCATIONS, EMBEDDED ITEMS AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.
ADDL	ADDITIONAL	
ALT	ALTERNATE	
ALUM	ALUMINUM	12. DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
ARCH	ARCHITECTURAL OR ARCHITECT	
BOTTOM	BOTTOM OF	
BLDG	BUILDING	13. NO STRUCTURAL MEMBER OR COMPONENT SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED UNLESS APPROVED IN WRITING BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED BY THE ENGINEER OF RECORD FOR REVIEW OF ANY SUCH DEVIATIONS.
BLK	BLOCK	
BLK/G	BLOCKING	
BM	BEAM	14. DO NOT SCALE DRAWINGS.
BOS	BOTTOM OF STEEL	
BS	BOTTOM SIDE	
B/S	BOTTOM SIDE	15. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, AND TIEDOWNS.
BTM or (B)	BOTTOM, "BOT" SIM	
BTW	BETWEEN	
CB	CARRIAGE BOLT	16. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS SHALL APPLY TO ALL SITUATIONS OCCURRING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE DRAWINGS CAN BE DETERMINED BY THE TITLE OF DETAIL, SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE REFERENCED AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
CFS	COLD FORMED STEEL	
CL	COLUMN	
CL or (C)	CENTER LINE	17. THE GENERAL CONTRACTOR SHALL COMPARE THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, CIVIL AND STRUCTURAL DRAWINGS AND REPORT ANY DISCREPANCIES BETWEEN EACH SET OF DRAWINGS AND WITHIN EACH SET OF DRAWINGS TO THE ARCHITECT AND ENGINEER OF RECORD PRIOR TO THE FABRICATION AND INSTALLATION OF ANY STRUCTURAL MEMBERS.
CLR	CLEAR	
CMU	CONCRETE MASONRY UNIT	
CO.	CASED OPENING	18. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION OF THE STRUCTURE, INCLUDING THE SELECTION OF MATERIALS, SEQUENCE AND SAFETY. THE ENGINEER DOES NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
COL	CONCRETE	
CONN	CONNECTION	
CONSTR	CONSTRUCTION	19. THE REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE SOLE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR ALSO SHALL BE RESPONSIBLE FOR MEANS, METHOD, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.
CONT	CONTINUE or CONTINUOUS	
CTR	CENTERED, "CNTR'd" SIM	
DET	DETAIL	20. PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF ATLAS ENGINEERING AND CONSULTING, LLC IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE WORK OF THE CONTRACTOR IS PROCEEDING IN GENERAL ACCORDANCE WITH THE STRUCTURAL CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHALL NOT BE CONSIDERED AS EXHAUSTIVE OR CONTINUOUS TO CHECK THE QUALITY OR QUANTITY OF THE WORK.
DL	DOUBLE	
DIA or (d)	DIAMETER	
DIAG	DIAGONAL	21. ALL STRUCTURES REQUIRE PERIODIC MAINTENANCE TO EXCEED LIFE SPAN AND TO ENSURE STRUCTURAL INTEGRITY FROM EXPOSURE TO THE ENVIRONMENT. A PLANNED PROGRAM OF MAINTENANCE SHALL BE ESTABLISHED BY THE OWNER. THIS PROGRAM SHALL INCLUDE ITEMS SUCH AS, BUT NOT LIMITED TO, PAINTING OF STRUCTURAL STEEL, PROTECTIVE COATINGS FOR CONCRETE, SEALANTS, CAULKED JOINTS, EXPANSION JOINTS, CONTROL JOINTS, SPALLS AND CRACKS IN CONCRETE, AND PRESSURE WASHING OF EXPOSED STRUCTURAL ELEMENTS EXPOSED TO SALT ENVIRONMENT OR OTHER HARSH CHEMICALS.
DIR	DIRECTION	
DIR	DEAD LOAD	
DN	DOWN	22. GRAVITY LOADS
DWG	DRAWING	
DWL	DOWEL	
E	EACH	22.1. UNIFORM FLOOR LIVE LOADS (REDUCED AS ALLOWED BY THE BUILDING CODE):
E.E.	EACH END	
E.F.	EACH FACE	
EXP	EXPANSION JOINT	22.2. UNIFORM ROOF LIVE LOADS (REDUCED AS ALLOWED BY THE BUILDING CODE):
ELEV	ELEVATION	
EMBED	EMBEDDED or EMBEDMENT	
EQ	EQUAL	23. WIND LOADS (ASCE 7-22):
E.S.	EXISTING GRADE	
E.S.	EACH SIDE	
EQ	EQUAL	23.1. BASIC WIND SPEED = 152 MPH (INTERPOLATED VALUE) STRUCTURAL RISK CATEGORY = II WIND EXPOSURE CATEGORY = D ENCLOSURE CLASSIFICATION = ENCLOSED INTERNAL PRESSURE COEFFICIENT = +0.18 +/-.
E.W.	EACH WAY	
EX	EXISTING	
EXPB	EXPANSION BOLT	23.2. FLOOD DESIGN DATA:
EXT	EXTERIOR	
EXT	FACE	
F.F.	FINISHED FLOOR ELEVATION	23.3. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
F.C.	FINISHED GRADE	
FIN	FINISH	
FL	FLOOR	23.4. FLOOD DESIGN DATA:
FLG	FLANGE	
FO	FOUNDATION	
FOC	FACE OF CONCRETE	23.5. ROOF RAIN LOAD DESIGN DATA:
FO	FACE OF MASONRY	
FO	FACE OF STUD	
FP	FULL PENETRATION	23.6. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
F/S	FACE SIDE	
FT	FOOT OR FEET	
F/T	FOOTING	23.7. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
GA	GAUGE	
GALV	GALVANIZED	
GB	GRADE BEAM	23.8. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
GDR	GIRDER	
GP	GUSSET PLATE	
H	HEADED ANCHOR STUD	23.9. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
HOLD	HOLDOWN	
HDC	HOT DIP GALVANIZING	
HDR	HEADER	23.10. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
H	HOOK	
HORIZ	HORIZONTAL	
HSB	HIGH STRENGTH BOLT	23.11. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
HSS	HOLLOW STEEL SECTION or TUBE	
I.F.	INSIDE FACE	
INCH	INCH OR INCHES	23.12. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
INT	INTERIOR	
INT	INVERT	
JOIST	JOIST	23.13. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
J	JOINT	
K	KIP (1000 POUNDS)	
L	LEFT END	23.14. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
L.E.	LIVE LOAD	
LLD	LONG LEG DOWN	
LLH	LONG LEG HORIZONTAL	23.15. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LLV	LONG LEG VERTICAL	
LONG	LONGITUDINAL	
LVL	LAMINATED VENEER LUMBER	23.16. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LIGHT WEIGHT CONCRETE	
LWC	LUMBER	
LWC	LUMBER	23.17. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.18. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.19. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.20. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.21. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.22. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.23. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.24. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.25. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.26. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.27. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.28. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.29. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.30. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.31. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.32. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.33. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.34. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.35. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.36. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.37. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.39. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.41. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.42. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.43. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.44. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.45. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.46. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.47. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.48. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.49. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.50. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.51. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.52. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.53. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.54. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.55. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.56. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.57. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
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LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.64. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.66. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.67. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.74. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.75. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.76. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.77. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693
LWC	LUMBER	
LWC	LUMBER	
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LWC	LUMBER	
LWC	LUMBER	
LWC	LUMBER	23.86. FLOOD ZONE = AE BFE = 3 PANEL NO. = 10291C04693</

CREDITS FOR EXISTING TREES (2" TO 6" DIAMETER) ON SITE	(9 TREES X 2 CREDITS PER TREE):	18
CREDITS FOR EXISTING TREES (7" TO 12" DIAMETER) ON SITE	(71 TREES X 3 CREDITS PER TREE):	213
CREDITS FOR EXISTING TREES (13" TO 19" DIAMETER) ON SITE	(38 TREES X 4 CREDITS PER TREE):	152
CREDITS FOR EXISTING TREES (20" TO 24" DIAMETER) ON SITE	(30 TREES X 5 CREDITS PER TREE):	150
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		533
REFORESTATION TREES (1 PER ACRE, 3.44 X 10 = 35) REQUIRED ON SITE:		35
REPLACEMENT TREES (REMOVAL OF TREES OVER 12" D.B.H.) REQUIRED ON SITE:		0
REFORESTATION TREE REQUIRED ON SITE:		35
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		533
TOTAL REFORESTATION AND REPLACEMENT TREES FOR PROTECTED OR PRESERVED TREES:		-498
PERIMETER TREES REQUIRED ON SITE: 314' / 50' = 7		7
PARKING LOT TREES (1 PER END ROW LANDSCAPE ISLAND) REQUIRED ON SITE:		5
PROTECTED TREES TO BE REPLACED		0
TOTAL TREES REQUIRED:		12
TOTAL TREES PROVIDED:		510

Diagram illustrating the components and instructions for a tree planting site:

- GUYS (3 REQ'D) WITH 120" SEPARATION SEE SPECS.
- ROOT BALL 2" - 3" ABOVE FINISH GRADE
- PROVIDE RAINBIRD BUBBLER
- TOP OF STAKES 2" BELOW FINISH GRADE
- SCARIFY ROOT BALL
- PLANTING BACKFILL: PUDDLE, SETTLE & COMPACT TO REMOVE AIR POCKETS
- OSMOCOTE FERTILIZER APPLY PER MNT'S INSTRUCTIONS
- 3" MULCH
- 4" WATERING BERM
- SCARIFY ROOT BALL
- EXISTING GREENWAVE TREE
- ACTIVE TREE FENCE
- TREE FENCE TO BE PLACED OUTSIDE OF OPENING

PROTECTIVE FENCE D

EXISTING TREES

PROTECTIVE FENCE

EXISTING GRADE UNDISTURBED

ALLOW NO FILL OVER CANOPY DRIP LINE

ELEVATION

CONTINUOUS 2"x4" TOP RAIL

48" SAND OR SNOW FENCE, CONTINUOUS

48"

6' O.C.

2"x4" POSTS

6' to

TREE PROTECTION FENCING DETAIL

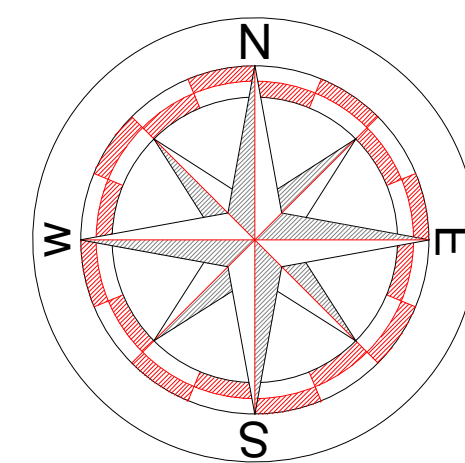
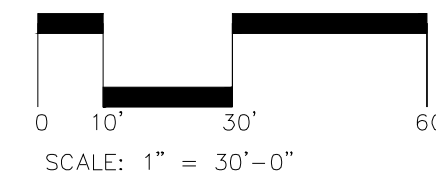
No. Scale

PROVIDED BY THE DEVELOPER, NOT TO SCALE

ALL 3:1 SWALE SIDESLOPES ARE TO BE STABILIZED WITH EROSION CONTROL FABRIC TO PREVENT EROSION.
ALL PLANT MATERIAL TO BE WATERED WITH AN AUTOMATIC IRRIGATION SYSTEM.
IRRIGATION SYSTEM SHALL BE DESIGNED TO AVOID WATER COVERAGE ON SIDEWALKS AND PARKING AREAS.
ALL LANDSCAPING WITHIN THE VISION TRIANGLE SHALL COMPLY WITH DESTIN LDC CHAPTER 8.03.06.
NO TREE PLANTING SHALL OCCUR WITHIN 10' OF ANY EXFILTRATION COMPONENT.
ALL AREAS NOT LANDSCAPED TO BE STABILIZED.
A MINIMUM OF 75 PERCENT OF ALL PLANT MATERIAL USED MUST BE NATIVE TO NORTHWEST FLORIDA. [12.04.05(E)(2)]
ALL TREES TO BE A MINIMUM OF 10' IN HEIGHT AND BE NO LESS THAN 2.5" IN CALIPER AT THE TIME OF PLANTING.
ALL SHRUBS TO BE A MINIMUM OF 12" AT THE TIME OF PLANTING, REQUIRED PARKING LOT HEDGE TO BE 36" TALL AT TIME OF PLANTING
75% OF ALL PLANT MATERIAL SHALL BE NATIVE TO NORTHWEST FLORIDA.
****ALL AREAS NOT OPEN SPACE TO BE STABILIZED WITH BERMUDA GRASS.

 REPRESENTS ONE, LIVE OAK, *Quercus geminata*
MINIMUM OF 10' IN HEIGHT AND BE NO LESS THAN 2.5" IN CALIPER AT THE TIME OF PLANTING.

**PROVIDE 1" SCHEDULE 40 PVC MAINLINE, PROVIDE A PRESSURE COMPENSATING BUBBLER TO EACH TREE TO PROVIDE 3-4.5 GALLONS PER WATERING. PROVIDE WELL OR GRAY WATER TAP, CONNECT TO TIMER AND BACK FLOW PREVENTER AS REQUIRED.



bradford robert davis
LANDSCAPE ARCHITECT

340 oak avenue
santa rosa beach, fl 32459
telephone 850.974.0616
bradfordrdavis@gmail.com
www.brdla.com
fl 0001730
lc26000474

F

CLEMENT TAYLOR PARK
PREPARED FOR JENKINS ENGINEERING
DESTIN, FLORIDA

PERMIT SET
1-1 OF 1

8/1/23



STRUTHERS
RECREATION

Clement Taylor Park
Option 2





STRUTHERS
RECREATION

Clement Taylor Park
Option 2

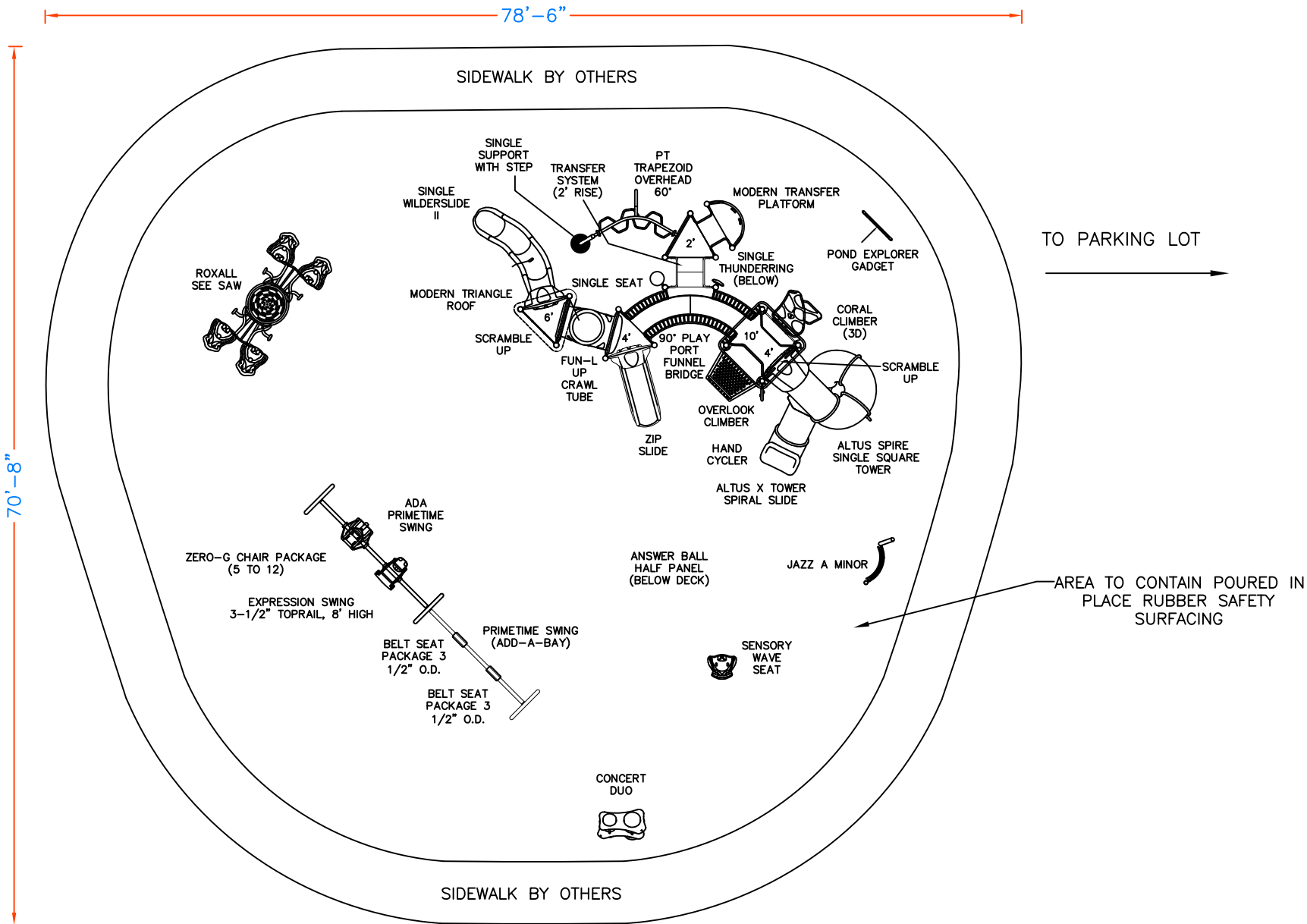




STRUTHERS
RECREATION

Clement Taylor Park
Option 2





**RFP NO. 24-02-REC
ATTACHMENT NO. 9
SAMPLE CONTRACT**

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: _____

Contract/Lease Control #: _____

Procurement#: _____

Contract/Lease Type: _____

Award To/Lessee: _____

Owner/Lessor: CITY OF DESTIN _____

Effective Date: _____

Expiration Date: Insert Date and # of Renewals _____

Description of: _____

Department: _____

Department Monitor: _____

Monitor's Telephone #: _____

Monitor's FAX # or E-mail: _____

Closed: _____

CC: CITY CLERK
CITY MANAGER
CITY ATTORNEY

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND
[INSERT CONTRACTOR NAME]
CONTRACT ID NUMBER;

This AGREEMENT made and entered into this _____ day of _____, 2024, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and _____, with an address at _____, _____ City _____, Florida Zip Code _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY is in need of a contractor to provide _____ services; and

WHEREAS, pursuant to the City of Destin Purchasing Manual, the City obtained sealed bids from contractors to perform said services and a copy of the Contractor's proposal is included as Attachment "A"; and

WHEREAS, the Contractor is a certified and insured entity with the necessary experience to provide the desired services; and

WHEREAS, the CITY desires to enter into this Agreement with Contractor to provide the Services to the CITY per task order based on the prices listed in Attachment "A"; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONTRACTOR agree as set forth below.

1. **Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference. The following documents are attached to this Agreement and fully incorporated herein by this reference:

Attachment "A": (RFP No. _____ and Contractor's Proposal)

Attachment "B": Insurance Requirements

Attachment "C": Title VI list of pertinent nondiscrimination acts and authorities.

2. **Services.** Contractor agrees to perform the following services, _____. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform City via telephone and in writing of any problems that could cause damage to the City. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. **Term and Renewal.** The term of this Agreement shall begin on when all parties have signed and shall continue for three (3) years. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. Contractor may submit an updated Pricing List under the same terms and conditions herein every sixty (60) days as needed. The City Manager or City Manager's designee has the right to review and approve all pricing updates.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1)

year renewals.

4. **Compensation.** The Contractor agrees to provide the Services to the City, including materials and labor per task order based on prices listed in Attachment "A".

A Contractor shall submit an invoice to the City upon of task orders. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the City with any additional documentation requested to process the invoices.

B. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the City after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the City and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. **Termination and Remedies for Breach.**

A. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure

such default. If the default remains uncured after thirty (30) days the City may terminate this Agreement, and the City shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- B. Termination for Convenience of City. The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- D. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. **Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa City, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

9. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DESTIN'S CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA, 32541; (850) 837-4242; CLERKSDEPARTMENT@CITYOFDESTIN.COM.

10. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Louis Zunguze City Manager 4200 Indian Bayou Trail 850-837-4242 lzunguze@cityofdestin.com	With a copy to: Kimberly Romano Kopp City Attorney P.O. Box 5524 Destin, FL 32541 kkopp@romanokopplaw.com
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If to the Contractor:	Contact Name Entity Name, Inc. Entity Address City State Zip ()- Email Address	
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11. **Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

12. **Subcontracting.** Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

13. **Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

14. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
11. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

16. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

17. **Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

18. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

19. **Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

20. **Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

21. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not

participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

22. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", and "C".

23. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof

24. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

25. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

26. **Liquidated Damages:** Final contract may contain liquidated damages and other possible provisions to be determined.

(Signature Page Follows)

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

CONTRACTOR:

Louis Zunguze
Its: City Manager

By: _____
Its: _____

Date

Date

Attest to Signature:

Witness to Signature:

Rey Bailey
City Clerk

SEAL

Print Name: _____

Witness to Signature:

Approved as to Legal Form for the
City of Destin:

Print Name: _____

Kimberly Romano Kopp
City Attorney

Attachment "A"

Bid from Vendor

"RFP No. _____, including all requirements and attachments contained therein"



City of Destin

SCORE TABULATION SUMMARY SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovation Scoresheet

	BGN Cont.	Biggs	Dalton	Empire	Grand Bay	H&T
Joe Bodi	55	70		65	70	
Noell Bell	55	75		85	70	
Michael Burgess	80	83		90	88	
Lisa Firth	80	90		95	85	
Jeff Gozaadi	60	87		88	85	
Total Score (Max 500 Pts)	330	405	0	423	398	0



City of Destin

SCORE TABULATION SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovations

Bid Committee Member

Jeff Coates

Date September 19, 2024

RESPONDENTS		BGN	BIGGS	DALTON	EMPIRE	GRAND BAY	H & T
Submittal Requirements Received:							
Responsive Bidder Qualification Statement (y/n)		y	y	y	y	y	N
Transmittal Letter (y/n)		y	y	y	y	y	N
Contractor Qualifications Statement (y/n)		y	y	y	y	y	y
Price Proposal Form (y/n)		y	y	y	y	y	y
Public Entity Crime Form (y/n)		y	y	y	y	y	y
Drug Free Workplace Certification Form (y/n)		y	y	y	y	y	y
Bid Bond Form (y/n)		y	y	y	y	y	y
Proof of Insurance (y/n)		y	y	y	y	y	y
Addendum (y/n)		n/a	n/a	n/a	n/a	n/a	n/a
Price Proposal (Max. 40 Pts.)		25	37	38	38	40	27
Qualification/Experience (Max. 20 Pts.)		10	15	0	20	15	0
Product Approach (Max. 20 Pts.)		15	20	0	15	20	0
Past Performance (Max. 20 Pts.)		10	15	0	15	10	0
Total Score (Max. 100 Pts.)		60	87	0	88	85	0



City of Destin

SCORE TABULATION SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovations

Bid Committee Member Joe Bondi

Date September 19, 2024
SEP 24, 2024

RESPONDENTS		BGN	BIGGS	DALTON	EMPIRE	GRAND BAY	H & T
Submittal Requirements Received:							
Responsive Bidder Qualification Statement (y/n)		Y	Y	NO	Y	Y	NO
Transmittal Letter (y/n)		Y	Y	Y	Y	Y	Y
Contractor Qualifications Statement (y/n)		Y	Y	Y	Y	Y	Y
Price Proposal Form (y/n)		Y	Y	Y	Y	Y	Y
Public Entity Crime Form (y/n)		Y	Y	Y	Y	Y	Y
Drug Free Workplace Certification Form (y/n)		Y	Y	Y	Y	Y	Y
Bid Bond Form (y/n)		Y	Y	Y	Y	Y	Y
Proof of Insurance (y/n)		Y	Y	Y	Y	Y	Y
Addendum (y/n)		n/a	n/a	n/a	n/a	n/a	n/a
Price Proposal (Max. 40 Pts.)		20	30	30	30	40	20
Qualification/Experience (Max. 20 Pts.)		15	15	10	15	15	10
Product Approach (Max. 20 Pts.)		10	10	0	10	5	0
Past Performance (Max. 20 Pts.)		10	15	5	10	10	10
Total Score (Max. 100 Pts)		85	70	45	65	70	40

NO LITTLE
SINCE PROJECTS
NO SCHEDULE

-GOOD SUBMITTER
-SCHEDULE

-SUBMITTER
OUT OF ORDER
-NO SCHEDULE
-NO REAR PROJECT
APPROPRIATE



City of Destin

SCORE TABULATION SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovations

Bid Committee Member Noell Bell

Date: 9/24/24

RESPONDENTS	BGN	BIGGS	DALTON	EMPIRE	GRAND BAY	H & T
Submittal Requirements Received:						
Responsive Bidder Qualification Statement (y/n)	yes	yes	yes	yes	yes	yes
Transmittal Letter (y/n)	yes	yes	yes	yes	yes	no
Contractor Qualifications Statement (y/n)	yes	yes	yes	yes	yes	no
Price Proposal Form (y/n)	yes	yes	yes	yes	yes	yes
Public Entity Crime Form (y/n)	yes	yes	yes	yes	yes	yes
Drug Free Workplace Certification Form (y/n)	yes	yes	yes	yes	yes	yes
Bid Bond Form (y/n)	yes	yes	yes	yes	yes	yes
Proof of Insurance (y/n)	yes	yes	yes	yes	yes	no
Addendum (y/n)	n/a	n/a	n/a	n/a	n/a	no
COST BID	\$2,023,714.76	\$1,705,599.00	\$1,639,420.00	\$1,658,575.12	\$1,588,064.00	\$1,949,778.00
Price Proposal (Max. 40 Pts.)	20	30	35	35	40	20
Qualification/Experience (Max. 20 Pts.)	15	15	10	20	15	10
Product Approach (Max. 20 Pts.)	15	15	0	15	5	0
Past Performance (Max. 20 Pts.)	5	15	5	15	10	10
Total Score (Max. 100 Pts.)	55	75	50	85	70	40
Similar Projects (Park related)	3	4	0	10	2	0
Schedule Provided (y/n)	n	y	n	y	n	n
Alternate Items provided (y/n)	n	y	n	y	n	y
Noted inconsistency in plans a bid submittal	y	y - some	n	y	n	n
References provided (y/n)	y	y	y	y	n	n

Handwritten notes:
voted to disqualify basic of responses
voted to disqualify basic of responses
voted to disqualify basic of responses



City of Destin

SCORE TABULATION SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovations

Bid Committee Member M. Burgess

Date September 19, 2024

September 24

RESPONDENTS	BGN	BIGGS	DALTON	EMPIRE	GRAND BAY	H&T
Submittal Requirements Received:						
Responsive Bidder Qualification Statement (y/n)	✓	✓	✓	✓	✓	✓
Transmittal Letter (y/n)	✓	✓	✓	✓	✓	✓
Contractor Qualifications Statement (y/n)	✓	✓	✓	✓	✓	✓
Price Proposal Form (y/n)	✓	✓	✓	✓	✓	✓
Public Entity Crime Form (y/n)	✓	✓	✓	✓	✓	✓
Drug Free Workplace Certification Form (y/n)	✓	✓	✓	✓	✓	✓
Bid Bond Form (y/n)	✓	✓	✓	✓	✓	✓
Proof of Insurance (y/n)	✓	✓	✓	✓	✓	✓
Addendum (y/n)	n/a	n/a	n/a	n/a	n/a	n/a
Price Proposal (Max. 40 Pts.)	20	30	35	35	40	25
Qualification/Experience (Max. 20 Pts.)	20	15	10	20	20	15
Product Approach (Max. 20 Pts.)	20	18	10	15	10	0
Past Performance (Max. 20 Pts.)	20	20	20	20	20	15
Total Score (Max. 100 Pts.)	0	0	0	0	0	0

80

83

90

88

more to

disqualified due to lack of responsiveness

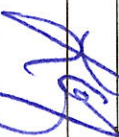
disqualified due to lack of responsiveness



City of Destin

SCORE TABULATION SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovations

Bid Committee Member 

Date September 19, 2024

RESPONDENTS	BGN	BIGGS	DALTON	EMPIRE	GRAND BAY	H & T
Submittal Requirements Received:						
Responsive Bidder Qualification Statement (y/n)	✓	✓	✓	✓	✓	✓
Transmittal Letter (y/n)	✓	✓	✓	✓	✓	✓
Contractor Qualifications Statement (y/n)	✓	✓	✓	✓	✓	✓
Price Proposal Form (y/n)	✓	✓	✓	✓	✓	✓
Public Entity Crime Form (y/n)	✓	✓	✓	✓	✓	✓
Drug Free Workplace Certification Form (y/n)	✓	✓	✓	✓	✓	✓
Bid Bond Form (y/n)	✓	✓	✓	✓	✓	✓
Proof of Insurance (y/n)	✓	✓	✓	✓	✓	✓
Addendum (y/n)	n/a	n/a	n/a	n/a	n/a	n/a
Price Proposal (Max. 40 Pts.)	25	30		35	40	
Qualification/Experience (Max. 20 Pts.)	20	20	15	20	15	15
Product Approach (Max. 20 Pts.)	15	20	15	20	15	10
Past Performance (Max. 20 Pts.)	20	20	15	20	15	15
Total Score (Max. 100 Pts)	0	0	0	0	0	0

55 70 65 70
80 83 90 88
80 90 95 85
75 85 70
87 88 85



City of Destin

SCORE TABULATION SHEET

PROJECT: RFP 24-05-REC Clement Taylor Park Renovations

Council Member _____

Date _____

RESPONDENTS	BGN	BIGGS	DALTON	EMPIRE	GRAND BAY
Submittal Requirements Received:					
Responsive Bibber Qualification Statement (y/n)					
Transmittal Letter (y/n)					
Contractor Qualifications Statement (y/n)					
Price Proposal Form (y/n)					
Public Entity Crime Form (y/n)					
Drug Free Workplace Certification Form (y/n)					
Bid Bond Form (y/n)					
Proof of Insurance (y/n)					
Addendum (y/n)	n/a	n/a	n/a	n/a	n/a
Price Proposal (Max. 40 Pts.)					
Qualification/Experience (Max. 20 Pts.)					
Product Approach (Max. 20 Pts.)					
Past Preformance (Max. 20 Pts.)					
Total Score (Max. 100 Pts)	0	0	0	0	0

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones, Interim City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: October 2, 2024

SUBJECT: Destin High School Baseball Field

I. BACKGROUND: As of April 1, 2024, the baseball field at the Destin Elementary School was no longer available for use. Destin High School has utilized this field for the past three years and now the high school's baseball team requires a new field. The Parks and Recreation Department is working with Destin High School to make changes to Field D, a softball field. The modifications to field D will bring the field to a playable high school baseball field. Expenses for the improvements will be paid by the High School, and in exchange or receipt of these improvements and annual rent payment, the High School will share use of the field as detailed in the attached agreement.

II. DISCUSSION: This 15 year agreement is for the modification of Field D (a softball field) to a baseball field for Destin High School Baseball to have a field to practice and play games. Destin High School will work with the permitting department for all permits that are required. Destin High School will be responsible for all modification expenses. Parks and Recreation and DWU will supervise during the construction, The modifications of the field will change the recreation scheduling on that field. The Parks and Recreation Department feel we can help the high school and rearrange our softball and other programs to other times and locations. The school will be charged the amount set forth in the agreement, each year for the January through April timeframe for baseball, which amount will increase by 3% per year. Specifically, the agreement provides:
By January 1 of each year, High School shall pay City in advance of field usage in the amount of Ten-Thousand, Sixty-Five dollars (\$10,065.00), with the fee increasing by three percent (3% annually), for such use of Field D (Dolphin Field) pursuant to Section 4 of this Agreement. Note withstanding the foregoing, City shall waive all gate fees and vendor fees. It is understood and agreed between the parties that only the City's sole concessioner may sell food at Field D; and that the High School and all other parties are prohibited from selling food, but the High School may sell High School spirit wear.

A. Link to Strategic Goals / Objectives: Strategic Goal #2: Enhanced quality of

life and safety for families.

B. Effect on Budget (EOB): No effect, Destin High School will pay for all modifications. Destin High School will pay a rental fee for all practices and games during the season of January thru April. season.

C. Level of Service (LOS):

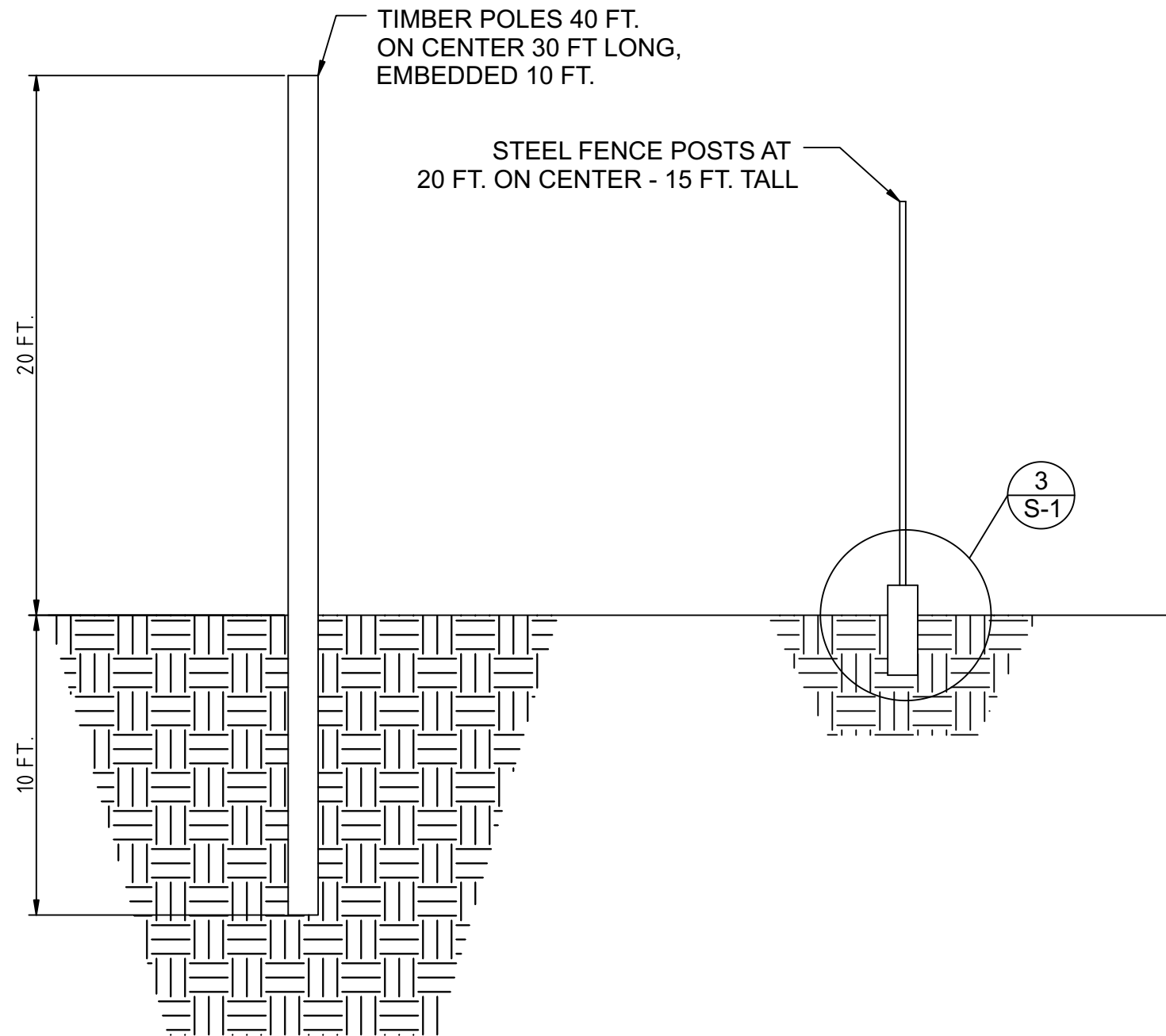
D. Legislative Sponsor: Council Geile

III. CONCLUSION: Parks and Recreation is aware that the High School has not found land to provide adequate acres for a baseball field.

IV. RECOMMENDED MOTION: Move to approve the Baseball Field Agreement For Field D at Morgan Sport Center.

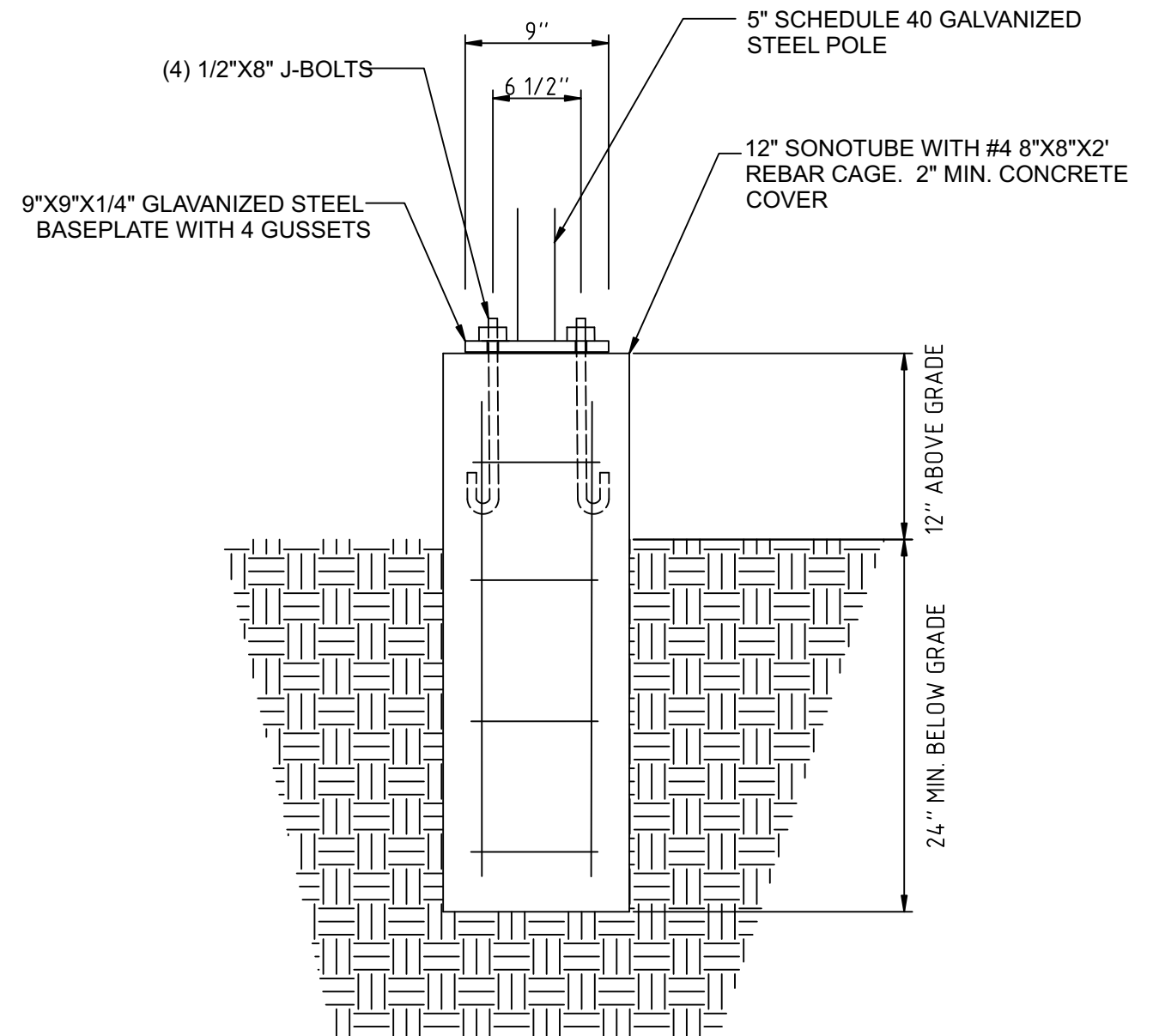
Attachments:

1. Exhibit A (additional pages) to DHS Dolphin Field Agreement
2. Exhibit A to DHS Dolphin Field Agreement
3. 10.1.24 DHS Dolphin Field Use Agt



1
S-1

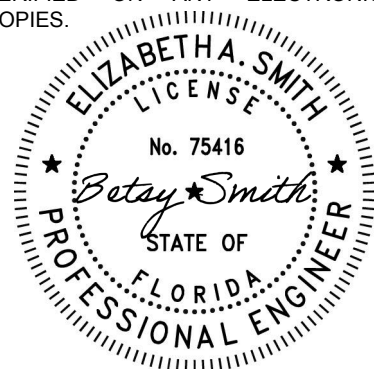
TIMBER POLE DETAIL



3
S-1

STEEL POLE CONNECTION DETAIL

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY BETSY
SMITH ON 9/3/24. PRINTED COPIES
OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC
COPIES.



TITLE: STRUCTURAL POLE DETAILS

SHEET #: S-1

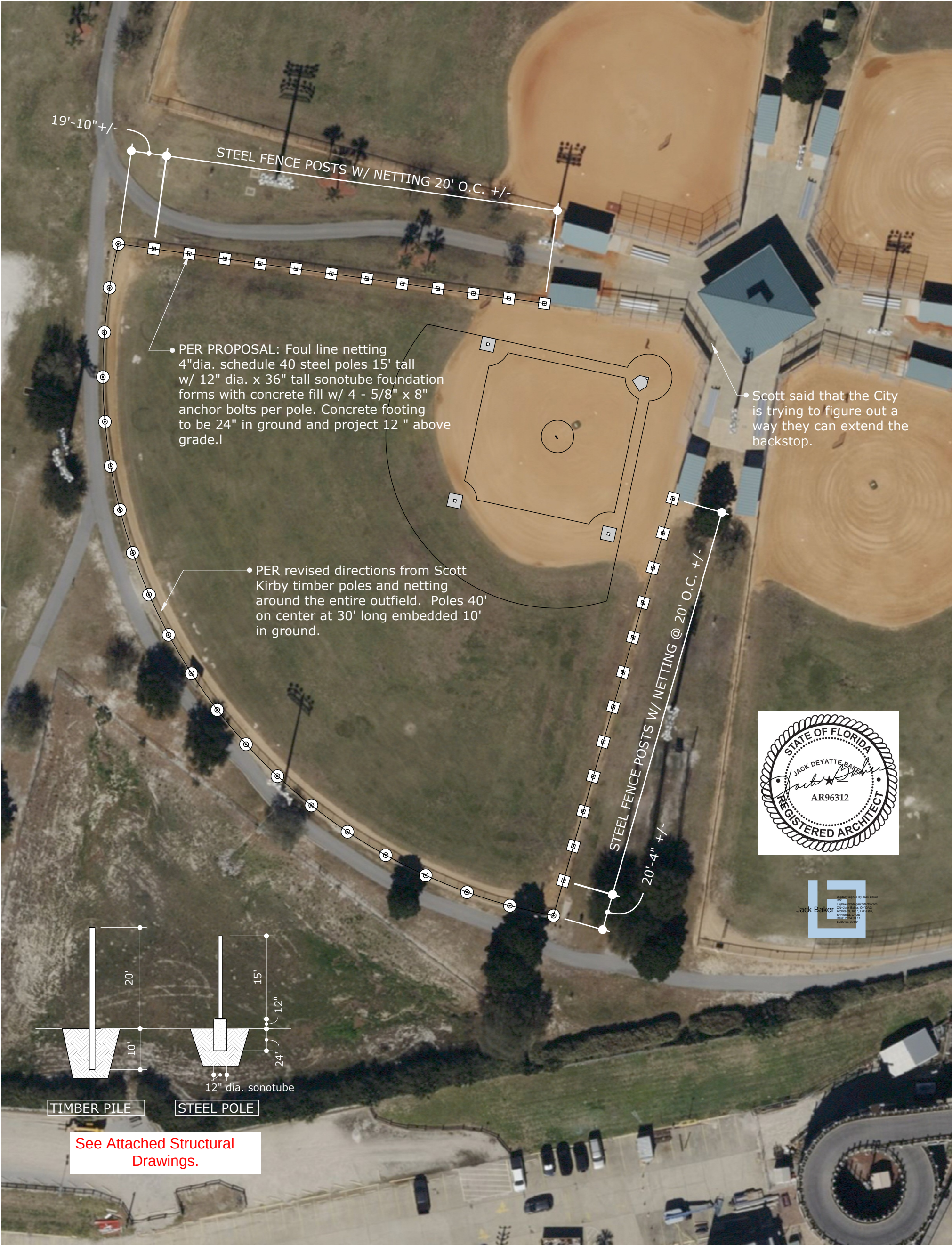
DATE: 8/26/24

REVISION:

DRAWN BY: BAS

DESTIN HIGH SCHOOL BASEBALL FIELD

MORGAN SPORTS COMPLEX
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541



DESTIN HIGH SCHOOL BASEBALL FIELD AT MORGAN SPORTS COMPLEX FIELD D

SCALE: 1"=50'

**BASEBALL FIELD USE AGREEMENT
FOR FIELD D (DOLPHIN FIELD) AT MORGAN'S SPORTS COMPLEX**

This **BASEBALL FIELD USE AGREEMENT** ("Agreement") is entered into by and between the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City"), the **DESTIN HIGH SCHOOL, INC.**, a not-for-profit corporation organized under the laws of the State of Florida (the "High School," and together with the City, the "Full Parties"), and with **DESTIN WATER USERS, INC.**, a not-for-profit corporation organized under the laws of the State of Florida ("DWU") as a limited party to this Agreement as specified below, and the parties herein agree and state as follows (collectively, all three parties will heretofore be referred to as the "Parties"):

WHEREAS, DWU owns land located with an identification number of 00-2S-22-2300-000F-0020 (the "Morgan Sports Complex"); and

WHEREAS, pursuant to that certain lease dated July 14, 1997, as amended, DWU leases the Morgan Sports Complex to the City of Destin (the "DWU Lease"); and

WHEREAS, The City of Destin has constructed four softball fields, two little league fields, three soccer fields, and a children's playground at the Morgan Sports Complex to be utilized by the City and its citizens for active and passive recreational activities; and

WHEREAS, the Parties entered into that certain Interlocal Agreement, effective October 3, 2022 (the "Original Interlocal Agreement"), for the design, construction, and use of Barracuda Field, located within Morgan Sports Complex, as a Florida High School Athletic Association ("FHSAA") compliant high school baseball stadium; and

WHEREAS, after entering into the Original Interlocal Agreement, the parties determined that Barracuda Field was not the most appropriate field at Morgan Sports Complex to be converted to an FHSAA compliant high school baseball stadium based on location and safety concerns; and

WHEREAS, Dolphin Field is a single softball field located within the Morgan Sports Complex; and

WHEREAS, the High School has requested that the City convert Dolphin Field, rather than Barracuda Field, into an FHSAA compliant high school baseball field, that the City permit the High School to utilize Dolphin Field as its "home" field for all home high school baseball games and for its baseball practices; and

WHEREAS, given that the High School serves approximately eighty percent of the high school-aged students residing in the City and provides other benefits to the community, the City Council of the City has determined that it is in the public's best interest to convert Dolphin Field into a FHSAA compliant high school baseball field and guarantee the High School use of the

Morgan Sports Complex as its home for high school baseball games and practices, on the terms described below; and

WHEREAS, DWU consents to the conversion of Dolphin Field and other usage of Morgan Sports Complex by the High School on the terms described below; and

WHEREAS, this Agreement is intended to supersede and replace the Original Interlocal Agreement in its entirety; and

WHEREAS, the City recognizes that the High School, pursuant to this Agreement and at its expense, will make a significant investment into the development of the Morgan Sports Complex, which will be enjoyed by the majority of Destin's high-school-aged population, as well as the public at large; and

WHEREAS, this Agreement is intended to be a FIFTEEN YEAR solution for the High School's baseball needs, and the City Council of the City agrees that such a solution, which will provide stability for the foreseeable future, is mutually beneficial to the Parties and the public at large.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Term: High School shall be permitted to use Field D, Dolphin Field for a term of 15 years ("Term") subject to the terms and conditions herein and subject to the terms and conditions in the DWU Lease, including but not limited to DWU's right of termination.

Section 2. Site Improvements: It is anticipated that the High School will utilize Field D for High School sports and as such, will invest approximately \$50,000.00 to \$75,000.00 to improve Field D to meet High School's needs at the field. City shall not be responsible for payment of any of the Site Improvements. A copy of the anticipated improvements is attached hereto as **Exhibit "A"**, and fully incorporated herein by this reference. At the termination of the lease, all Site Improvements shall remain the property of the City of Destin.

Section 3. Rent and Concession Sales: By January 1 of each year, High School shall pay City in advance of field usage in the amount of Ten-Thousand, Sixty-Five dollars (\$10,065.00), with the fee increasing by three percent (3% annually), for such use of Field D (Dolphin Field) pursuant to Section 4 of this Agreement. Note withstanding the foregoing, City shall waive all gate fees and vendor fees. It is understood and agreed between the parties that only the City's sole concessioner may sell food at Field D; and that the High School and all other parties are prohibited from selling food, but the High School may sell High School spirit wear.

Section 4. Field D Usage and Maintenance: The parties agree that High School shall be permitted to utilize Field D for up to fifteen (15) scheduled home games per school year plus shall be allowed to utilize Field D for up to five (5) makeup games. High School shall also be permitted to utilize the field for practices, which practices shall last up to two hours per practice. It is anticipated that there will be approximately 5 practices per week between January and April, and approximately three (3) practices per week from August to October. High School shall not utilize Field D during the months of June and July. Additionally, storage and equipment location shall be determined by the City Manager or City Manager's designee.

In order to ensure that City can properly maintain Field D and schedule other uses of the field without interrupting usage of the field by High School, High School shall provide specific hours for usage of Field D to City by December 1 of each year.

City shall continue to be responsible for general maintenance of Field D, except that High School shall be responsible to clean up the field and bleachers at the conclusion of the practices and games such that Field D is left in substantially the same condition as prior to High School's use of the field. Additionally, the parties agree to the following respective responsibilities:

High School shall irrigate the infield for the sod that will be laid in the existing clay infield.

Bases will be re-positioned per baseball guidelines at 90'.

High School will cut approximately 20-30' of outfield grass and convert it to clay per the stamped drawings approved by the City, to meet requirements for HS baseball.

High School will provide a portable pitching mound for use during the season. The mound will be installed at the beginning of the season and removed within two weeks of the end of the season.

City will cut the backstop to remove the angled pipes above home base. High School will work with a certified umpire to ensure the backstop meets the requirements from a netting perspective to catch foul balls.

In consideration for the fees paid by High School to the City, will line the field and groom the field for each home game (approximately 15 games).

High School acknowledges that the restrooms are public restrooms and that restrooms shall remain open to the public for use. Restrooms shall not be used as locker room facilities.

High School may elect to utilize a portable storage unit not to exceed forty feet (40'), which shall be placed on the west side of the Morgan Sports Complex adjacent to the existing portables, in a location acceptable to the City Manager or City Manager's designee.

Additionally, given that Destin Water Users owns the property and maintains water utility facilities upon or under the property, High School acknowledges and agrees that if Destin Water Users needs the field or any portion of the field for maintenance, Destin Water User's needs shall take priority over usage of the field by High School. High School acknowledges and agrees that such use of the field by Destin Water Users is outside of the City's control and High School will be required to coordinate directly with Destin Water Users with no penalty to City.

Section 5. Signage: High School shall be required to comply with the City Land Development Code with regard to signage. It is understood that the City may amend the Land Development Code from time to time and as such, to the extent of any conflict between this Agreement and the Land Development Code with regard to signage, the Land Development Code shall apply.

The High School may place one ground sign not exceeding 50 square feet of sign face area. High School will work with the City regarding placement of such sign.

Section 6. Termination of Interlocal. That certain Interlocal Agreement, effective October 3, 2022 (the "Original Interlocal Agreement"), for the design, construction, and use of Barracuda Field, located within Morgan Sports Complex, as a Florida High School Athletic Association ("FHSA") compliant high school baseball stadium is hereby terminated and of no further force and effect.

Section 7. Risk of Loss. Risk of loss is on the High School. If a weather event or act of God, including but not limited to a hurricane, tropical storm, or tornado, damages or destroys any portion of the Morgan Sports Complex being utilized by the High School, including the converted Dolphin Field, then the City and DWU are under no obligation to repair the damaged portion of the Morgan Sports Complex, and in such an event, the City is under no obligation to comply with the High School's Annual Rental Calendar. The High School may request that City repair the Morgan Sports Complex and return any portion thereof to FHSA compliance, but the City Council may approve such request only at a regular or special City Council meeting, and it is under no obligation to agree to the request. In the event a weather event or act of God damages or destroys the Morgan Sports Complex or any portion thereof, including the converted Dolphin Field, the High School is not permitted to enter the Morgan Sports Complex and/or unilaterally make unauthorized repairs.

Section 8. Representations and Warranties. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

Section 9. Amendments. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument

in writing, approved by the City Council, the High School, and DWU, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the Parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all Parties to the Agreement.

Section 10. Dispute Resolution. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the Parties. Unless directly impacted, DWU may at its option elect to participate in this mediation and if it elects not to participate, it shall not be required to pay any fees associated with the mediation. In the event the matter is not resolved through the mediation process, each Party shall be free to pursue any of its available remedies.

Section 11. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

Section 12. Attorney Fees and Costs. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

Section 13. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

Section 14. Notice. If written notice, to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, by first class mail, registered and return receipt requested, or by email to:

As to the High School as follows:

Executive Director
Destin High School
4325 Commons Dr. W.
Destin, FL 32541
Email: executivedirector@destinhighschool.org

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Email: ljones@cityofdestin.com

As to DWU as follows:

General Manager, Lockwood Wernet
Destin Water Users
218 Main Street
Destin, FL 32541
Email: lwernet@dwuinc.com

Section 15. No Member Liability. None of the members of the governing body of the City, DWU, the High School, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution of this Agreement by the City, DWU, or High School.

Section 16. Sovereign Immunity. The parties further agree that nothing contained herein is intended to, nor shall be construed a waiver of the City's or High School's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

Section 17. Assignment or Sublease. The High School may not assign any right, privilege, or license conferred by this Agreement; nor may the High School encumber any part of the Morgan Sports Complex without first obtaining the written consent of the City and DWU. The High School shall not assign or transfer this Agreement, or any interest herein, without prior written consent of the City and DWU. Any such assignment without such consent shall be void.

Section 18. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. **Insurance.** The High School shall maintain coverage for a general liability policy in an amount not less than \$1,000,000 per occurrence, naming the City and DWU as additional insureds and certificate holders. The High School's general liability policy shall be at the sole expense of the High School. Any loss or adjustment or changes in the above coverage requirements shall require the written consent of the High School, the City, and DWU. All of the policies of insurance referred to in this section shall be written in a form satisfactory to the City and DWU and by insurance companies satisfactory to the City and DWU. The High School shall pay all the applicable premiums and deliver such policies or certificates to the City and DWU. The City and DWU shall be entitled, but shall have no obligation, to affect such insurance and pay premiums therefore, which premiums shall be repayable by the High School to the City and DWU. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to the City and DWU, that it will give the City and DWU 30 days' written notice before the policy or policies in question shall be altered or canceled. The City and DWU agree that they will not unreasonably withhold their approval as to the form or to the insurance companies selected by the High School.

B. Indemnification. The High School, to the extent of the limits set forth in Section 768.28, Florida Statutes, together with its subsidiaries, affiliates, divisions, parent corporations, joint ventures, related companies, elected and appointed officials, direct and indirect owners, past, present and future officers, directors, partners, agents, attorneys, employees, successors, assigns and other representatives (collectively, the “High School”) for and in consideration of the use of DWU and the City’s property and facilities in the manners contemplated by this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged shall indemnify and hold harmless the City and DWU, together with all the City and DWU’s subsidiaries, affiliates, divisions, parent corporations, joint ventures, related companies, elected and appointed officials, direct and indirect owners, past, present and future officers, directors, partners, agents, attorneys, employees, successors, assigns and other representatives (collectively, the “City and DWU”) from and against any and all liability, defense cost, including attorney fees, and all other fees incidental to defense, loss, damage, or expense whatsoever and of any nature that the City and DWU may suffer or incur as a result of claims, demands, liabilities, injuries, property damage, workers compensation claims, costs or judgments against it arising from this Agreement.

Section 19. Severability. If any provision of this Agreement is declared illegal or unenforceable and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

Section 20. Filing. The City is hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

Section 21. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

Section 22. Effective Date; Initial Term; Contract Year. The effective date of this Agreement shall be the [MONTH DAY], 2024, and the Initial Term shall begin on [MONTH DAY], 2024. The first year of the Agreement shall begin on the first day of the Initial Term and end on June 30, 2025, with each subsequent year of the Agreement beginning on July 1 and ending on June 30 (each a “Contract Year”).

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year last written below.

DESTIN HIGH SCHOOL, INC.

CITY OF DESTIN

Heidi LoCicero, President

Date _____

Bobby Wagner, Mayor

Date _____

DESTIN WATER USERS:

Lockwood Wernet, General Manager

ATTEST:

Rey Bailey, City Clerk

Approved as to form and legal sufficiency
for the City of Destin, only.

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Principal Planner
Tina Deater, Community Development Director

DATE: September 30, 2024

SUBJECT: First reading of Ordinance 24-09-LC - Relating to sign requirements for prohibited off-premises signs; providing for amendments to the Land Development Code relating to billboards and digital billboards; providing for the amendment of the Land Development Code, Article 16 - Signs; amending Section 16.03.00 - Prohibited Signs; providing for criteria for council, approval of an agreement allowing for such off-premises signs pursuant to specified criteria.

I. BACKGROUND: In conjunction with the request of Lamar Outdoor Advertising for the Council to consider allowing them to exchange several of their current/static billboards for digital billboards, Staff is bringing forward an ordinance for consideration which would amend the Land Development Code to include a provision for the City Council to enter into agreements with billboard owners to allow them to replace some existing billboards with digital billboards, in exchange for removing others. Lamar previously went before the City Council to discuss the possibility of entering into this type of agreement; however, it was determined that it would require an amendment to the Land Development Code and Council directed the City Attorney to work with Staff to draft an ordinance. As discussed with Lamar on multiple occasions, without adoption of the proposed ordinance or other code amendment, Lamar's proposed agreement is prohibited by City code.

II. DISCUSSION:

Under the City's current sign regulations, billboards are classified as "off-premises" signs and are prohibited. Furthermore, structural repairs to existing non-conforming billboards are not permitted, which requires these signs to be removed as they become structurally unsound. Lamar Outdoor Advertising is requesting amendments to the City's sign regulations to allow billboard companies to enter into agreements with the City, which would allow them to replace some of their existing billboards with digital billboards, in exchange for removing other existing billboards.

The proposed changes to Article 16, Section 16.03.02, would allow for agreements to be established between a billboard operator and the City to replace existing billboards with digital billboards and maintain them. The requirements of the agreement would be the minimum that the operator would have to meet in order to request an agreement. The proposed amendment provides for the following:

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 16.03.02.

Section 16.03.02 of the Land Development Code is hereby amended as follows:

W. Off-premises signs. No off-premises sign (other than those signs which have already received City and FDOT permits for construction) shall be constructed or erected after the date of enactment of this ordinance, nor shall any existing off-premises sign be permitted to increase in sign face area or height, or change configuration or structure, or have improvements that would increase the overall height of the structure. Any such change or alteration is unlawful, constitutes a nuisance and shall be removed immediately at the expense of the owner thereof. In the event the owner fails to remove the off-premises sign within 30 days after being notified to do so by the Director of Community Development, the City may remove such sign at the owner's expense or may apply to any court having jurisdiction for such relief as may be appropriate to facilitate the removal of the sign and for such other and further relief as City may be entitled to.

Notwithstanding the foregoing, the City Council may approve an agreement permitting off-premises signs where the applicant agrees to remove at least forty-five percent (45%) of the signs in exchange for replacement of such signs with digital signs meeting all of the following criteria:

1. Cannot exceed 400 sq.ft. in sign face.
2. No billboard shall exceed the height limitation of the zoning district it is located or fifty feet (50') in height, as measured from the ground grade to any element at the top of the sign, whichever is lower.
3. No billboard foundation or leading edge shall be within half the distance of the height of the sign to the property line or right-of-way.
4. In no case shall any sign project more than 0.2 foot candles onto any residentially zoned or residentially used property, to include multi-family developments or mixed use developments with multi-family uses.
5. No sign or advertisement shall contain any moving, scrolling, flashing, or any perceivable motion element.
6. Each advertisement shall not change less than:
 1. Every 10 seconds from Marler Bridge to Airport Road along Harbor Blvd (35mph).
 2. Every 12 seconds from Airport to the Okaloosa/Walton County line along Emerald Coast Highway (45 mph).
7. All utilities to the billboard shall be undergrounded.
8. The billboard main support pole shall be covered in a manner to have a Northwest Coastal Florida Vernacular design approved by City Council at a public meeting.

- a. All secondary support or display support structure shall be screened in a matching design.
9. All signs shall be maintained in a clean, working and operating manner at all times.
 1. If at any point any billboard is determined to violate this paragraph as determined by the City Manager, notice shall be sent to the billboard operator. The operator shall rectify the issue within thirty (30) calendar day from the date of the notice. If the issue is not rectified in thirty (30) calendar days, the operate shall be found in direct violation of any agreement and the City Manager may require either:
 1. Work to be completed to rectify the issue at the operators' or owners' expense, or
 2. The removal of the sign at the operators' or owners' expense.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families

IV. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

III. CONCLUSION: Staff will update City Council on the LPA's recommended motion on October7, during the presentation. Depending on the motion from the LPA, and any additional recommendations they make, Staff will advise as appropriate. If the City Council finds that this amendment is in line with the below "Purpose" statement of Article 16, and desires to establish a policy to allow additional digital billboards in the City, then staff recommends approval. Otherwise, Staff recommends denial.

The purpose of this Code is to provide the minimum control of signs necessary to promote the health, safety, and general welfare by lessening hazards to pedestrians and vehicular traffic, by preserving property values, by preventing unsightly and detrimental development that would detract from the tourist resort appeal of the community and lead to economic decline and blight, by preventing signs from reaching such excessive size or numbers that they obscure one another to the detriment of all concerned, by securing certain fundamentals of design that would strengthen the community's economic base, and by preserving the right of free speech.

IV. RECOMMENDED MOTION: Options:

I move that the City Council approve Ordinance 24-09-LC on First Reading.

I move that the City Council approve Ordinance24-09-LC with the modifications as discussed on the First Reading.

I move that the City Council deny Ordinance 24-09-LC.

Attachments:

1. Billboard Agreement Ordinance 24-09-LC

ORDINANCE NO. 24-09-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO SIGN REQUIREMENTS FOR PROHIBITED OFF-PREMISES SIGNS; PROVIDING FOR AMENDMENTS TO THE LAND DEVELOPMENT CODE RELATING TO BILLBOARDS AND DIGITAL BILLBOARDS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF THE LAND DEVELOPMENT CODE ARTICLE 16 – SIGNS; AMENDING SECTION 16.03.00 – PROHIBITED SIGNS; PROVIDING FOR CRITERIA FOR COUNCIL APPROVAL OF AN AGREEMENT ALLOWING FOR SUCH OFF-PREMISES SIGNS PURSUANT TO SPECIFIED CRITERIA; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SERVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City has determined it necessary and desirable to amend the Land Development Code, Section 16.03.02, to provide a limited exception to the prohibition of signs to allow certain off-premises signs when the City Council has approved an agreement based on the minimum code criteria established herein; and

WHEREAS, the proposed amendments to the Land Development Code will promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan, as amended; and

WHEREAS, the general purpose and intent of this ordinance is to create, preserve and promote a community where all properties are maintained in a fashion that emphasizes an aesthetically pleasing city, that encourages community pride, reserves neighborhood integrity, ensures a comfortable, safe and clean environment, and maintain property values; and

WHEREAS, the Destin City Council recognizes the need to establish a set of standards for entering into agreements that involve modernizing existing billboards in exchange for a reduction in the overall number of billboards in the City; and

WHEREAS, it is not the purpose of this ordinance to regulate or control the message or the content of signs, or to afford greater protection to either commercial or noncommercial speech; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 16.03.02.

Section 16.03.02 of the Land Development Code is hereby amended as follows:

W. Off-premises signs. No off-premises sign (other than those signs which have already received City and FDOT permits for construction) shall be constructed or erected after the date of enactment of this ordinance, nor shall any existing off-premises sign be permitted to increase in sign face area or height, or change configuration or structure, or improvements that would increase the overall height of the structure. Any such change or alteration is unlawful, constitutes a nuisance and shall be removed immediately at the expense of the owner thereof. In the event the owner fails to remove the off-premises sign within 30 days after being notified to do so by the Director of Community Development, the City may remove such sign at the owner's expense or may apply to any court having jurisdiction for such relief as may be appropriate to facilitate the removal of the sign and for such other and further relief as City may be entitled to.

Notwithstanding the foregoing, the City Council may approve an agreement permitting off-premises signs where the applicant agrees to remove at least forty-five percent (45%) of the signs in exchange for replacement of such signs with digital signs meeting all of the following criteria:

1. Cannot exceed 400 sq.ft. in sign face.
2. No billboard shall exceed the height limitation of the zoning district it is located in or fifty feet (50') in height, as measured from the ground grade to any element at the top of the sign, whichever is lower.
3. No billboard foundation or leading edge shall be within half the distance of the height of the sign to the property line or right-of-way.
4. In no case shall any sign project more than 0.2 foot candles of light onto any residentially zoned or residentially used property, to include multi-family developments or mixed use developments with multi-family uses.

5. No sign or advertisement shall contain any moving, scrolling, flashing, or any perceivable motion element.
6. Each advertisement shall not change less than:
 - a. Every 10 seconds from Marler Bridge to Airport Road along Harbor Blvd (35mph).
 - b. Every 12 seconds from Airport to the Okaloosa/Walton County line along Emerald Coast Highway (45 mph).
7. All utilities to the billboard shall be undergrounded.
8. The billboard main support pole shall be covered in a manner to have a Northwest Coastal Florida Vernacular design approved by City Council at a public meeting.
 - a. All secondary support or display support structure shall be screened in a matching design.
9. All signs shall be maintained in a clean, working and operating manner at all times.
 - a. If at any point any billboard is determined to violate this paragraph as determined by the City Manager, notice shall be sent to the billboard operator. The operator shall rectify the issue within thirty (30) calendar days from the date of the notice. If the issue is not rectified in thirty (30) calendar days, the operator shall be found in direct violation of any agreement and the City Manager may require either:
 - i. Work to be completed to rectify the issue at the operators' or owners' expense, or
 - ii. The removal of the sign at the operators' or owners' expense.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of _____, 2024.

_____,
Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved for the City of Destin, only, by the City Attorney:

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Principal Planner
Tina Deater, Community Development Director

DATE: September 27, 2024

SUBJECT: First reading of Ordinance 24-15-CC - Relating to livery vessels; amending Sections 13-141 "Definitions" and 13-144 "Application for Permit" of the City of Destin Code or Ordinances.

I. BACKGROUND: On June 3, 2024, at the request of Council Member Stephens, the City Council discussed further clarifying the definition of livery vessels to more specifically address "Bare Boat Charters." Bare Boat Charters, by federal regulations, require that a captain is not assigned to that vessel, and a captain is selected if the charterer so chooses. Therefore, the vessel is not always under the control of a licensed captain as required by the exemption within the City's definition of a livery. Staff presented the current definition and received recommended definitions from the Harbor CRA Advisory Committee, the Harbor & Waterways Board, and the Harbor Steering Committee.

II. DISCUSSION:

Although different iterations of the definition have been discussed at various meetings and boards, below is the proposed new definition from Staff and the City Attorney, based on discussion with external agency partners, the Harbor Community Redevelopment Area - Advisory Committee (HCRA-AC), Harbor & Waterways Board (HWB), Harbor Steering Committee (HSC), and interested individuals.

Sec. 13-141. - Definitions.

Livery vessel is as defined in F.S. § 327.02, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain where the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer; or (2) paddleboards, kayaks, canoes, and sailboats, or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

a. A "bareboat charter" is a livery vessel. Provision of a list of possible captains to the lessee or renter of the vessel means that the vessel is not under the control of a USCG

licensed Captain at all times and shall therefore not exclude such vessel from the definition of a livery vessel.

b. Each vessel that is included within the fleet of a boat club is a livery vessel unless it otherwise meets the exemption set forth herein.

Also add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel and must show that the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer.

Previously reviewed and discussed by the HCRA-AC and the HWB:

Livery vessel is as defined in F.S. § 327.02, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain; or (2) paddleboards, kayaks, canoes, and sailboats ~~or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).~~

a. A "bareboat charter" is a livery vessel unless it remains under the control at all times by a United States Coast Guard licensed Captain. Provision of a list of possible captains to the lessee or renter of the vessel is evidence that the vessel is not under the control of a USCG licensed Captain at all times and shall, therefore, not exclude such vessel from the definition of a livery vessel.

b. Each vessel that is included within the fleet of a boat club is a livery vessel unless the vessel remains under the control at all times by a United States Coast Guard licensed Captain.

Also add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

HCRA-AC Motion: Motion by Committee member Trammell that the Harbor CRA-AC recommends to the CRA Board/City Council adoption of the definition of livery as proposed and presented, with Committee member Blaise providing the second. The motion passed 4-2, with Committee members Jones and Tadlock dissenting.

Supplementary HCRA-AC Motion: Motion by Tadlock that the Harbor CRA-AC recommends to the City Council that if there are existing operating businesses being affected by their decision that those businesses be grandfathered in to continue their operation. Committee member Jones provided the second and amended the motion to add, if the businesses have been

in operation since January 2023.

HWB Motion: Chairman Green made the motion to recommend to the City Council to adopt the definition of Livery as proposed and presented and to look into how to include existing bare boat/yacht charter businesses into the moratorium from a time certain, with Board member McKissick providing the second. With no further discussion on the motion, the motion passed 5-1 with Board member Jones dissenting.

Supplementary HWB Motion: Motion by McKissick to recommend to the City Council for yachts to be designated at a minimum of 33-feet in length, having a shower and head, a galley and at least one stateroom, seconded by Board member Tadlock. Passed 6-0.

HSC Motion: Motion by Chairman Green, seconded by Blaise, to recommend City Council adopt the definition of Livery with the modifications as discussed.

A second motion was motioned and seconded to use the definition as presented by Mr. Abadie and as discussed.

Livery Definition discussed and recommended by the HSC:

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times and has a written contract between both parties stating so. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

A. “Bareboat Charter” is a Livery Vessels.

B. Each vessel that is included within the fleet of a boat club is a livery vessel. ~~unless the vessel remains under the control at all times by a United States Coast Guard licensed Captain.~~

Also add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

The second motion passed 5-0.

RECOMMENDATION: Staff recommends the definition as listed below, which combines all the recommendations from the three boards while being non-discriminatory and unambiguous.

Livery vessel is as defined in F.S. § 327.02, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain where the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer; or (2) paddleboards, kayaks, canoes, and sailboats, or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

a. A “bareboat charter” is a livery vessel. Provision of a list of possible captains to the lessee or renter of the vessel means that the vessel is not under the control of a USCG licensed Captain at all times and shall therefore not exclude such vessel from the definition of a livery vessel.

b. Each vessel that is included within the fleet of a boat club is a livery vessel unless it otherwise meets the exemption set forth herein.

Sec. 13-144. - Application for permit.

(18) Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain’s license assigned at all times to each excluded vessel and that the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer.

A. **Link to Strategic Goals / Objectives:** #2: Enhanced Quality of Life and safety for families.

B. **Effect on Budget (EOB):** N/A

C. **Level of Service (LOS):** Improved Code Compliance service

D. **Legislative Sponsor:** Councilman John Stephen

III. CONCLUSION: The advisory committees and boards are, in general, in agreement on the simplification of the current definition. The committees and boards were also in agreement that there should be a policy developed to deal with the existing yacht operators to make them legal or grant them legal non-conforming status. The HWB suggested allowing the yacht operators who were in operation by January 2023. Whatever change, if any, the Council approves to the livery definition, Staff will apply that to enforce the applicable regulations.

IV. RECOMMENDED MOTION: I move that the City Council adopt Ordinance 24-15-CC amending the definition of Livery Vessel, as recommended by Staff.

ALTERNATIVE MOTIONS:

I move that the City Council deny Ordinance 24-15-CC amending the definition of Livery Vessel and that the City keep the current definition.

I move that the City Council adopt Ordinance 24-15-CC amending the definition of Livery Vessel, with the modifications as discussed.

Attachments:

1. First Read 24-15-CC LIVERY Definition
2. 08-26-2024 harbor capacity steering committee

ORDINANCE 24-15-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; AMENDING SECTIONS 13-141 “DEFINITIONS” AND 13-144 “APPLICATION FOR PERMIT” OF THE CITY CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT; CLARIFYING THE DEFINITION OF LIVERY VESSEL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 386, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the tranquility, environmentally sound, and orderly and safe use of City waterways is of prime importance to the city, its citizens and visitors; and

WHEREAS, the City Council of the City of Destin recognizes that the unregulated rental of livery vessels by the public impacts the welfare of the historic working waterfront, and jeopardizes the health, safety and welfare of the city's residents, property owners, and visitors; and

WHEREAS, it is therefore necessary and in the interest of the public health, safety and welfare to monitor and provide reasonable means to ensure adherence to state laws and insure safe and responsible operation of such livery vessels; and

WHEREAS, the unregulated rental of livery vessels has led to increased instances of unlicensed businesses renting livery vessels to inexperienced operators, which has led to unsafe conditions in the waters of the city during many times of the year; and

WHEREAS, the requirement of a permit for each livery vessel, that shall be rented out within the city, and the permit fees collected and used to support the code enforcement division in enforcing this ordinance, will allow the city to effectively regulate and monitor livery vessels being rented by businesses within the city, which is reasonably related to protecting the public health, safety, and welfare of the city's residents and visitors, and is also reasonably related to preserving the historic working waterfront of the city; and

WHEREAS, the City Code of Ordinances, Article VIII requires permitting and regulations of livery vessels; and

WHEREAS, section 327.02(24) provides that “Livery vessel” means a vessel leased, rented, or chartered to another for consideration; and

WHEREAS, section 327.02(47) provides that “Vessel” is synonymous with boat as referenced in s. 1(b), Art. VII of the State Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

WHEREAS, the City Council endeavors to be consistent with State Laws and further address the specific needs of the City and its waterways; and

WHEREAS, the City Council desires to clarify that bareboat charters are not exempt from the definition of “livery vessel”;

WHEREAS, the City Council finds that this Ordinance serves the public interest and is necessary and appropriate to protect public health, safety, and welfare of its citizens and visitors.

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Code of Ordinances that have been skipped and remain unchanged.**

SECTION 3. AMENDING ARTICLE VIII OF THE CODE OF ORDINANCES, SECTION 13-141, “DEFINITIONS” AND SECTION 13-144 “APPLICATION FOR PERMIT.”

Article VIII of the Code of Ordinances is hereby amended as follows:

ARTICLE VIII. - PERMITTING OF LIVERY VESSEL RENTALS

Sec. 13-141. - Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always

mandatory and not merely directory. Words not defined shall be given their meaning as provided in section 1-2, Definitions and rules of construction, of the City of Destin Code of Ordinances.

13-141. - Definitions.

Livery vessel is as defined in F.S. § 327.02, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain where the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer; or (2) paddleboards, kayaks, canoes, and sailboats. or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

a. A “bareboat charter” is a livery vessel. Provision of a list of possible captains to the lessee or renter of the vessel means that the vessel is not under the control of a USCG licensed Captain at all times and shall therefore not exclude such vessel from the definition of a livery vessel.

b. Each vessel that is included within the fleet of a boat club is a livery vessel unless it otherwise meets the exemption set forth herein.

Sec. 13-144. - Application for permit.

(18) Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain’s license assigned at all times to each excluded vessel and that the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer.

SECTION 4. INCORPORATION INTO CITY CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of _____, 2024.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
has been reviewed and approved by the City
Attorney, for the City of Destin, only.

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

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MINUTES HARBOR CAPACITY STUDY STEERING COMMITTEE MEETING AUGUST 28, 2024 DESTIN CITY HALL ANNEX CHAMBERS 5:30 PM

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The Harbor Capacity Study Steering Committee met in regular session with the following members and City staff present:

2. ROLL CALL:

Members Present

Jim Green
Eddie Morgan
Michael Dombrowski
Patrick Wilson
Ian Blaise

Staff Present

City Clerk Rey Bailey
Principal Planner Steve O'Connor
Community Dev Director Tina Deater
Senior Planner Daniel Butler
Planner Ashley Dominguez
Planner Sheri Burney
Planner Jesse Hernandez

NEW BUSINESS

A. Mooring Field

Councilmember John Stephens presented the proposal for the mooring field. He explained that the concept of a mooring field was presented to the council months ago and has since been revisited with the Harbor Capacity Steering Committee and the Harbor Waterways Committee for additional input. He gave an overview of what a mooring field is and the benefits it could bring to the community, including:

- Public access to the water
- Environmental benefits
- Tourism promotion
- Economic advantages for local merchants

Financial Sustainability

Councilmember Stephens emphasized that the mooring field would be designed to be self-sustaining, covering costs through fees, such as upland facility maintenance and mooring ball

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upkeep. He detailed how it would align with the City of Destin's strategic goals, including the development of a city marina and marine waste pump-out facility.

Harbor Master

An important part of the proposal is to enable the city to hire a Harbor Master to enforce local regulations and monitor derelict vessels. Councilmember Stephens pointed out that without a mooring field, there is no way to justify the Harbor Master's role financially or practically.

Location Considerations

Councilmember Stephens discussed potential locations for mooring fields, including two suggested spots in Destin Harbor and one in Joe's Bayou. He acknowledged that no final decision had been made and these were preliminary ideas. He also noted that acquiring One Harbor Boulevard could help facilitate upland facilities for the mooring fields.

Upland Facilities

To support the mooring field, necessary upland facilities would include:

- Restrooms, showers, and laundry facilities
- Dinghy docks
- Sewage pump-out stations

Councilmember Stephens suggested the creation of a Mooring Field Management Plan, possibly developed by the Harbor CRA or the Harbor Waterways boards or overseen by a future Harbor Master.

Timeline and Permitting

Councilmember Stephens outlined that permitting for the mooring field could take between 12 to 18 months, with engineering taking an additional 8 to 12 months. He also discussed potential challenges with funding and recommended applying for grants through programs such as the Florida Boating Improvement Program.

Discussion

Following the presentation, the committee discussed various aspects of the mooring field proposal.

Committee member Dombrowski expressed support for the mooring field but raised concerns about the ability to anchor freely in the harbor, suggesting that a mooring field might require vessels to use designated mooring spots. He Stressed the importance of ensuring that local commercial fishermen and shrimpers retain anchoring rights in the harbor. He also pointed out derelict boats that remain in the harbor for extended periods and supported the hiring of a harbor master to manage the situation.

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Chairman Green highlighted the need for careful planning to avoid conflicts during hurricanes and storms when boats might need to anchor temporarily for safety. He Supported the proposal and agreed that the mooring field would provide much-needed regulation, preventing unregulated anchoring in the harbor. He also raised concerns about tropical storms and hurricane preparations for moored vessels.

Committee member Blaise Highlighted the ongoing Destin Bridge design studies and the impact of a potential taller bridge on larger boat traffic. He also discussed long-term planning for the harbor's growth over the next 5-10 years.

Committee member Wilson raised concerns about derelict boats and how the mooring field would address existing issues with vessels that have been left unattended in the harbor for extended periods.

Committee member Morgan questioned the possibility of shifting derelict boats just outside the designated mooring area, which might worsen the problem. He also expressed interest in making the mooring field available during storms but under strict regulations to avoid damages. Agreed with the proposal but expressed concerns about regulating the number of mooring balls, derelict boats, and transient vessels using the mooring field during storms.

Chairman Green mentioned that there are also commercial fishermen and shrimpers who regularly use the harbor and that any new regulations should preserve their right to anchor when necessary.

Councilmember Stephens reiterated the flexibility of the plan, suggesting that the city could start with a small number of mooring balls and scale up later as needed. He also recommended organizing public workshops to gather feedback on the mooring field proposal and its associated fee structure. He proposed exploring different fee structures, ranging from \$25 to \$40 per day for mooring balls, and considering whether services like pump-out stations should be offered for free to encourage use.

B. Livery Definition

The city's Principal Planner Steve O'Connor introduced a review of the livery definition in the city's code. He noted a mistake in the staff report regarding federal regulations for bareboat charters. The report incorrectly stated that such charters require licensed captains, but the definition of bare boat charters, by federal law, does not include a captain or crew.

Discussion on Livery Definition:

The committee reviewed the updated livery definition, which clarified that any vessel rented out without a captain would be classified as a livery vessel.

Committee member Morgan questioned the impact on existing yacht charters and other commercial operations

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Chairman Green clarified that the new definition would cover all vessels not certified by the Coast Guard and that bareboat charters would now be subject to livery rules.

Discussions focused on the Coast Guard's role in enforcing bare boat charters, noting that many vessels are recreational, thus avoiding inspection.

Several of the members raised concerns about enforcing proper passenger limits on bare boat charters and yachts, noting that there is a growing issue with compliance in the city.

A discussion ensued about how pontoon boats and jet ski operators are circumventing the livery moratorium by falsely claiming that their boats are under captain control. By clarifying that these vessels are not genuinely controlled by a captain, the committee aimed to close the loophole.

The committee discussed the enforcement challenges, especially regarding illegal operators using Facebook and other online platforms to skirt regulations. The need for proactive, online-based code enforcement, was emphasized as most rogue operators are advertising through social media.

A question was asked whether the proposed changes would affect the current moratorium on new livery registrations. Mr. O'Connor confirmed that no additional liveries would be allowed under the moratorium.

Public Comments

Several members of the public offered input on the livery definition:

Mr. Kyle Lowe, a local charter boat owner, highlighted the complexities of bareboat insurance policies and Coast Guard regulations, suggesting tighter enforcement to prevent non-compliance by certain operators. He questioned the practicality of designating 32-foot vessels as yachts, arguing that such a classification was uncommon. He raised concerns about insurance requirements for yacht charters, noting that most insurers require a licensed captain on board at all times, which conflicts with bareboat charter regulations. Supported simplifying the bareboat charter rules to prevent operators from exploiting legal loopholes.

Mr. Greg Fisher, a Destin resident and livery operator, highlighted the prevalence of illegal charters being advertised online and on social media. He encouraged enforcement to monitor these platforms and suggested that code enforcement could issue citations without leaving the office.

Mr. Mike Abadie, a Destin resident and livery operator, addressed two key issues: the city's definition of livery vessels and potential clarity on handling yacht operators. He emphasized that, regardless of city decisions, U.S. Coast Guard regulations supersede city regulations for bare boat charters. He cautioned that while the city might grant exemptions, operators could still be cited by the Coast Guard if regulations are violated. He provided background on the issue of rogue operators in Destin's harbor. He estimated that 30 vessels operate without city licenses or permits, collectively avoiding up to \$10 million in licensing fees over the last three years. He noted that although code enforcement has issued warnings, no citations have been given for nearly 10,000 violations. He clarified that this issue is not due to current council members or city staff, as the

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problematic definitions were established before their tenure. He explained that the city staff likely avoided issuing citations because the definitions of livery vessels were unenforceable. If taken to court, it would be difficult to uphold a citation based on these vague definitions.

Mr. Abadie highlighted the importance of developing clear, rational definitions for livery vessels and bare boat charters. He recommended that all bare boat charters be considered livery vessels to simplify enforcement. This would eliminate confusion and ensure clarity for the public and code enforcement alike. Regarding yacht operators, Mr. Abadie suggested reactivating inactive livery vessel medallions to avoid exceeding the moratorium while providing an opportunity for yacht operators to acquire these permits. He proposed a lottery system where applicants who meet the city's requirements for livery vessel licenses (e.g., parking, restrooms, boat slips) could apply. This system would ensure fairness, allowing current livery license holders and yacht operators to participate. Additionally, yacht operators could purchase available medallions from others.

The committee expressed agreement with simplifying the definitions, noting that even well-educated individuals found the current city-proposed definitions difficult to understand.

Chairman Green moved to recommend to the city council to adopt the following definition of livery with modifications as discussed and as presented by Mr. Mike Abadie; seconded by Committee member Blaise:

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times and has a written contract between both parties stating so. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

A. "Bareboat Charter" is a Livery Vessels.

B. Each vessel that is included within the fleet of a boat club is a livery vessel.

And to add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

Motion passed 5-0.

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ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:05 PM.

Jim Green, Chairman

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 7, 2024

TYPE OF AGENDA ITEM: Council Discussion Item

AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Proactive Code Compliance - Discussion

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):
- D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None