DESTIN CITY COUNCIL MEETING
JULY 21, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

*** INVOCATION (Pastor Steve Farris, First Baptist Church of Destin)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. E-Bike Safety Recommendations - PW/S Committee
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. Harbor Channel Dredging - Task Order for Bidding Documents and CEI
   B. Declaration of City Property as Surplus (Vehicles and Equipment)
   C. Milling, Resurfacing and Re-Striping of Regatta Bay Blvd.
   D. Milling, Resurfacing and Restriping of Airport Road (curve to Main Street)
   E. RFB 25-04-REC, Batting Cage at MSC
   F. RFQ 25-06-CD Crosstown CEI - Master Agreement with Halff Associates
   G. Approval of minutes of June 16, 2025 Regular City Council Meeting
   H. Approval of minutes of July 14, 2025, City Council Budget Workshop
4. **CITY MANAGER REPORTS** Announcements
   A. Heffley & Associates, Lobbyist Kelly Horton - Update
   B. Lease of Dalton Threadgill Park
   C. Establishing the FY 2026 Tentative Millage Rate and Budget Public Hearing Dates
   D. Comprehensive Paid Parking Solution, authorization to negotiate a contract
   E. Operations Financial Report - **Informational Only**
   F. Announcements
5. **PUBLIC HEARINGS**
   A. Second Reading Ordinance 24-17-CC Property Maintenance Code - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."
   B. Second reading of Ordinance 24-14-LC - Removing Section 20.06.00 of the Land Development Code - "Unsafe Building Abatement."

C. Second reading of proposed Ordinance 25-13-PC - Making transportation-related amendments to Chapter 1 - Future Land Use Element, Chapter 2 - Transportation Element, Chapter 9 - Capital Improvements Element, Chapter 12 - Administration, and Chapter 13 - Glossary, of the city's comprehensive plan; deleting the Multimodal Transportation District; providing for goals, objectives, and policies relating to the city mobility plan city mobility fees.

D. Second reading of proposed Ordinance 25-15-CC - Amending Chapter 14 *"Offenses and Miscellaneous Provisions"* of the Code of Ordinances, establishing that solicitation canvassing and/or vending on the beach without a permit is a misdemeanor offense; and providing for penalties consistent with state law.

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

A. Councilmember Braden
   1) Code Enforcement
   2) Appointment of Matthew Sweetser to the Parks and Recreation Committee

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby
   1) City's State Lobbyist Contract
   2) Direct Staff to begin the process to enroll in the Florida Retirement System.
   3) Appointment of Andrea Ansley to the Parks and Recreation Committee

E. Councilmember Hebert

F. Councilmember Geile
   1) Projects Status/Updates

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

***1) Call for Executive Session to be held on August 4, 2025 at 5:30pm in the following litigation: Ida K. Broski v. City of Destin, Okaloosa County, and Destin Water Users, Inc.,* 2023 CA 000978 (Okaloosa County, Florida Circuit Court 2023)**

7. PUBLIC COMMENTS

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.

ITEM # 2025-800

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Michael Burgess, Public Works Director
Larry Jones , City Manager
Krystal Strickland, Finance Director
Robert Tomasek, City Engineer

FROM: Joe Bodi, Deputy Director, Public Works

DATE: July 2 2025

SUBJECT: E-Bike Safety Recommendations - PW/S Committee

I. BACKGROUND: James Wood, Public Works/Safety Committee Chair will speak for the presentation. For several months in late 2024 through early 2025 the PW/PS Committee has been receiving presentations, doing research and discussing E-Bikes following several comments/complaints from within the community and at the request of the Destin City Council. The goal of the committee's work was to develop a recommendation to the City Council on some steps to improve overall E-Bike safety and operations around our city.

To keep this issue in the proper context, back in 2018, E-Scooters had a very similar response from the public with high speed and questionable safety practices around Destin. The City Council at that time took quick but limited action to control the amount/plethora of E-scooters operating in Destin by creating Ordinance to outlaw rentals in Destin while continuing to allow personal ownership and use. At that time, no other rules were codified.

II. DISCUSSION: One of our largest issues has been the integration of E-Bikes and other ground motor vehicles at driveway cuts/neighborhood entrances/exits. Additionally, there are some high-speed operations on some of our wide sidewalks around Destin, specifically along Airport Road and Main Street. The following Florida state statutes are provided for reference 316.20655 Electric bicycle regulations, 316.1995 Driving upon sidewalk or bicycle path, and 316.130 Pedestrians; traffic regulations.

The internal committee's goal was to recommend a course of action that would be consistent and compliment the E-scooter response from a few years ago, be practical in nature and be both a regulatory as well as a public education response.

The PW/PS Committee Chair has met individually with the City Manager, City Attorney, Director of Community Development and our new City Engineer prior to bringing this item to the City Council. The following items were discussed and gained consensus during the committee meetings as action items for City Council's consideration.

- Update Ord 20-18-LC on E-Scooters to clearly include E-Bikes
- The PW/PS Committee Chair will work with PIO to ID top 10 employers in Destin, make contact to determine demographics of E-Bike riders (PSA/Flyers) – safety, speeds, median cut "location of safety" requirements, courtesy. (Sheriff: Portuguese and Spanish as a start)
- 12 MPH program (education) – why 12, it was different and would get noticed. State statutes state 15 mph. See FL SS 316.20655 Electric bicycle regulations

A. Link to Strategic Goals / Objectives:

1. High quality of life and safety of residents.

B. Effect on Budget (EOB): Some flyers were developed and sent to our top 10-15 employers to educate e-bike riders on some basic rules and riding courtesy. If Council approves the motion, there will be a minimal cost for painting to provide speed limits to be tested on Airport Road, Main Street, Gulf Shore Drive and Crystal Beach in high pedestrian areas. Any initial outlay would be less than $2500.

C. Level of Service (LOS): There will be no reduction in the city's level of service

D. Legislative Sponsor: Sandy Trammell

E. Business Impact Statement:

III. CONCLUSION: The committee believes that the action provided is a practical compromise to provide some basic regulatory control coupled with some public education to increase both the safety and courtesy of E-bike riders within the city and will also assist in synchronizing uses around intersections and high pedestrian traffic areas around Destin.

- Update Ord 20-18-LC on E-Scooters to clearly include E-Bikes
- The PW/PS Committee Chair will work with PIO to ID top 10 employers in Destin, make contact to determine demographics of E-Bike riders (PSA/Flyers) – safety, speeds, median cut "location of safety" requirements, courtesy. (Sheriff: Portuguese and Spanish as a start)
- 12 MPH program (education) – why 12, it was different and would get noticed. (Add to Ordinance 20-18-LC). At the 10 June PW/S Committee meeting, it was discussed doing 15 everywhere except crossings (12).

Once approved, the updated Ordinance 20-18 LC will be brought back for Council approval and public education attempts will continue.

IV. RECOMMENDED MOTION: I move that City Council approve the recommendations and implement as developed by the Destin PW/PS Committee on E-bikes.

ITEM # 2025-800

Attachments:

1. The 2024 Florida E-Bike Statutes
2. The 2024 Florida Bicycle Statutes
3. 20-18-LC
4. Florida Pedestrian Statutes
5. E-Bike Flyer Spanish
6. E-Bike Flyer (English)

316.20655 Electric bicycle regulations.—

(1) Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the operator of a bicycle, including s. 316.2065. An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multiuse path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network; or to prevent a municipality, county, or agency of the state having jurisdiction over a beach as defined in s. 161.54(3) or a dune as defined in s. 161.54(4) from restricting or prohibiting the operation of an electric bicycle on such beach or dune.

(2) An electric bicycle or an operator of an electric bicycle is not subject to the provisions of law relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.

(3) Beginning January 1, 2021, manufacturers and distributors of electric bicycles shall apply a label that is permanently affixed in a prominent location to each electric bicycle. The label must contain the classification number, top assisted speed, and motor wattage of the electric bicycle.

(4) A person may not tamper with or modify an electric bicycle so as to change the motor-powered speed capability or engagement of an electric bicycle, unless the label indicating the classification number required in subsection (3) is replaced after such modification.

(5) An electric bicycle must comply with the equipment and manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission under 16 C.F.R. part 1512.

(6) An electric bicycle must operate in a manner so that the electric motor is disengaged or ceases to function when the rider stops pedaling or when the brakes are applied.

(7) An operator may ride an electric bicycle where bicycles are allowed, including, but

not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths.

History.—s. 8, ch. 2020-69; s. 2, ch. 2021-20.

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Title XXIII MOTOR VEHICLES | Chapter 316 STATE UNIFORM TRAFFIC CONTROL | View Entire Chapter

316.1995 Driving upon sidewalk or bicycle path.—

(1) Except as provided in s. 316.008, s. 316.20655, s. 316.212(8), or s. 316.2128, a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway.

(2) A violation of this section is a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.

(3) This section does not apply to motorized wheelchairs.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 6, ch. 83-68; s. 3, ch. 84-284; s. 150, ch. 99-248; s. 45, ch. 2010-223; s. 2, ch. 2019-109; s. 6, ch. 2020-69.

Note.—Former s. 316.110.

The 2024 Florida Statutes (including 2025 Special Session C)

Title XXIII MOTOR VEHICLES | Chapter 316 STATE UNIFORM TRAFF

316.2065 Bicycle regulations.—

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto unless the bicycle was designed by the manufacturer to be ridden without a seat.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety

brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) A person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing must ride in the bicycle lane or, if there is no bicycle lane on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.

2. When preparing for a left turn at an intersection or into a private road or driveway.

3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) A person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6)(a) Persons riding bicycles upon a roadway or in a bicycle lane may not ride more than two abreast except on a bicycle path. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and must ride within a single lane. Where bicycle lanes exist, persons riding bicycles may ride two abreast if both are able to remain within the bicycle lane. If the bicycle lane is too narrow to allow two persons riding bicycles to ride two abreast, the persons must ride single-file and within the bicycle lane. On roads that contain a substandard-width lane as defined in subparagraph (5)(a)3., persons riding bicycles may temporarily ride two abreast

only to avoid hazards in the roadway or to overtake another person riding a bicycle.

(b) When stopping at a stop sign, persons riding bicycles in groups, after coming to a full stop and obeying all traffic laws, may proceed through the stop sign in a group of 10 or fewer at a time. Motor vehicle operators must allow one such group to travel through the intersection before moving forward.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or

2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. 318.18.

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding s. 318.21, all proceeds collected pursuant to s. 318.18 for violations under paragraphs (3)(e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a person who violates this section commits a noncriminal traffic infraction,

punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in s. 334.03. However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 76-286; s. 1, ch. 78-353; s. 8, ch. 83-68; s. 5, ch. 85-309; s. 1, ch. 86-23; s. 7, ch. 87-161; s. 21, ch. 94-306; s. 899, ch. 95-148; s. 1, ch. 96-185; s. 2, ch. 97-300; s. 161, ch. 99-248; s. 6, ch. 2010-223; s. 7, ch. 2012-27; s. 6, ch. 2012-181; s. 7, ch. 2020-69; s. 1, ch. 2021-20; s. 5, ch. 2021-180.

Note.—Former s. 316.111.

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ORDINANCE NO. 20-18-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 3 "DEFINITIONS" OF THE LAND DEVELOPMENT CODE; AMENDING ARTICLE 8 OF THE LAND DEVELOPMENT CODE TO PROHIBIT MOTORIZED SCOOTER RENTAL BUSINESSES, OFFICES, AND OTHER RELATED LAND USES WITHIN THE CITY OF DESTIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND RECITALS

WHEREAS, the City of Destin is a tourist destination frequented by tens of thousands at a time; and

WHEREAS, while drawn to the City by the beach, visitors look for other forms of amusement off the beach as well; and

WHEREAS, several decades ago rental scooters began operating in the City and provided an entertaining means of touring the City; and

WHEREAS, over the years the rental of scooters has proven itself to be a popular form of amusement; and

WHEREAS, as the popularity of rental scooters increased the behavior of scooter operators became noticeably dangerous as traffic violations were more common among rental scooter than other vehicles; and

WHEREAS, irresponsible driving behavior by scooter renters has become so common that it frequently affects visitors and residents who are all-to-often forced to modify their own behavior or routes of travel to compensate for this irresponsible behavior, or else fall victim to a motor vehicle accident involving a renter scooter; and

WHEREAS, because neither safety equipment nor insurance are required under state law for motor scooters, parties to a motor vehicle accident involving a motor scooter (especially a rented motor scooter) are at risk of greater damages than in a conventional motor vehicle accident as the scooter driver is entirely unprotected (physically and fiscally) from the effects of the collision and the other party is left without adequate compensation for the losses sustained; and

WHEREAS, the typical reckless and often illegal driving behavior of rental operators create an impracticable strain upon law enforcement resources and siphons those valuable resources from other important police work; and

WHEREAS, the City is fortunate to enjoy a robust and growing tourism and more recently local and regional retail economy which has resulted in the expansion of major roads and connectors and even more significant increases in the number of vehicles on those roads because the City is linear, being approximately 7 miles long but only one-mile-wide with only two parallel major thoroughfares, all of which combined has resulted in increased congestion on City streets; and

WHEREAS, the materially increased congestion and size of City roads and intersections of roads have made it increasingly dangerous for inexperienced operators of rented scooters to operate and, frequently play, in the streets; and

WHEREAS, additionally the increased congestion has created greater and greater incentives for the operators of rented scooters to take short cuts through parking lots, on pedestrian sidewalks, on the pier board-walk, and generally through private or quasi-public property where through traffic of any kind is inappropriate, and frequently when those areas are occupied by pedestrians; and

WHEREAS, the limits of the City's infrastructure capacity, resources to police dangerous, disrespectful and, frequently simply mindless, behavior of the rented scooter drivers, combined with the sheer volume of rented motor scooters on the street have materially and adversely impacted the tourists' experiences and the residents' quality of life; and

WHEREAS, the City of Panama City Beach completely prohibited scooter rentals within the City. After a Bay County Circuit Court upheld the City's ordinances, Classy Cycles appealed. Subsequently, the First District Court of Appeals upheld the ruling. A request for Supreme Court intervention was denied. Each court found that the City's home rule powers enabled it to regulate the public's safety and its right to restrict certain vehicles in congested areas; and

WHEREAS, despite the popularity of the rented-scooters and the benefit of this amusement to the tourism industry which is the lifeblood of the City, the Council regretfully finds that a prohibition is in the best interests of the City, is of great public need, and is the most reasonable measure available to the Council to protect the health, safety and welfare of the community and the reputation of the City as a safe and comfortable tourist destination and the benefit to the public outweighs the loss to the affected parties; an

WHEREAS, the City possesses home rule powers to legislate on any matter not

inconsistent with general law or special law, and is specifically authorized to create and implement a plan of zoning uses, and to amend the list of uses that are permitted or prohibited; and

WHEREAS, in order to deny access to the rented-scooter resource the City in the exercise of its police power is prohibiting the conduct of renting a scooter anywhere within the city; and

WHEREAS, the City Council finds and determines that prohibiting the rental of scooters within the City will eliminate the problems associated with the behavior of the operators of those scooters; 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, <u>underline language</u> 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 ARTICLE VIII OF THE LAND DEVELOPMENT CODE.

Article III of the Land Development Code is hereby amended as follows:

***

Article III- DEFINITIONS

***

<u>**Motor Scooter or Scooter** - Any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground and shall include a moped as defined in FS 316.03(41) (2019), and any other two or three wheeled, self-propelled vehicle for</u>

which state law does not require proof of financial responsibility (see Chapter 324, Florida Statutes (2019)).

Motor Scooter Rental or Scooter Rental - the provision, rental, hire, or delivery of a Motor Scooter for any valuable consideration or the solicitation of that service or good.

***

Article VIII of the Land Development Code is hereby amended as follows:

***

Article VIII- TRANSPORTATION

***

Sec. 8.11.00. Prohibition and attrition of the rental of motor scooters.

The act of providing, renting, or delivering a motor scooter, or the solicitation of that service or good, or the rental or hire of a motor scooter, within the City is prohibited.

***

SECTION 4. INCORPORATION INTO THE 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 21ST DAY OF DECEMBER, 2020.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: DECEMBER 7, 2020
Second Reading: DECEMBER 21, 2020

316.130 Pedestrians; traffic regulations.—

(1) A pedestrian shall obey the instructions of any official traffic control device specifically applicable to the pedestrian unless otherwise directed by a police officer.

(2) Pedestrians shall be subject to traffic control signals at intersections as provided in s. 316.075, but at all other places pedestrians shall be accorded the privileges and be subject to the restrictions stated in this chapter.

(3) Where sidewalks are provided, no pedestrian shall, unless required by other circumstances, walk along and upon the portion of a roadway paved for vehicular traffic.

(4) Where sidewalks are not provided, any pedestrian walking along and upon a highway shall, when practicable, walk only on the shoulder on the left side of the roadway in relation to the pedestrian's direction of travel, facing traffic which may approach from the opposite direction.

(5) No person shall stand in the portion of a roadway paved for vehicular traffic for the purpose of soliciting a ride, employment, or business from the occupant of any vehicle.

(6) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

(7)(a) The driver of a vehicle at an intersection that has a traffic control signal in place shall stop before entering the crosswalk and remain stopped to allow a pedestrian, with a permitted signal, to cross a roadway when the pedestrian is in the crosswalk or steps into the crosswalk and is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

(b) The driver of a vehicle at any crosswalk where signage so indicates shall stop and remain stopped to allow a pedestrian to cross a roadway when the pedestrian is in the crosswalk or steps into the crosswalk and is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

(c) When traffic control signals are not in place or in operation and there is no signage indicating otherwise, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is

approaching so closely from the opposite half of the roadway as to be in danger. Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all vehicles upon the roadway.

(8) No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield.

(9) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

(10) Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.

(11) Between adjacent intersections at which traffic control signals are in operation, pedestrians shall not cross at any place except in a marked crosswalk.

(12) No pedestrian shall, except in a marked crosswalk, cross a roadway at any other place than by a route at right angles to the curb or by the shortest route to the opposite curb.

(13) Pedestrians shall move, whenever practicable, upon the right half of crosswalks.

(14) No pedestrian shall cross a roadway intersection diagonally unless authorized by official traffic control devices, and, when authorized to cross diagonally, pedestrians shall cross only in accordance with the official traffic control devices pertaining to such crossing movements.

(15) Notwithstanding other provisions of this chapter, every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian or any person propelling a human-powered vehicle and give warning when necessary and exercise proper precaution upon observing any child or any obviously confused or incapacitated person.

(16) No pedestrian shall enter or remain upon any bridge or approach thereto beyond the bridge signal, gate, or barrier after a bridge operation signal indication has been given. No pedestrian shall pass through, around, over, or under any crossing gate or barrier at a railroad grade crossing or bridge while such gate or barrier is closed or is being opened or closed.

(17) No pedestrian may jump or dive from a publicly owned bridge. Nothing in this provision requires the state or any political subdivision of the state to post signs notifying the public of this provision. The failure to post a sign may not be construed by any court to create liability on the part of the state or any of its political subdivisions

for injuries sustained as a result of jumping or diving from a bridge in violation of this subsection.

(18) No pedestrian shall walk upon a limited access facility or a ramp connecting a limited access facility to any other street or highway; however, this subsection does not apply to maintenance personnel of any governmental subdivision.

(19) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as either a pedestrian violation or, if the infraction resulted from the operation of a vehicle, as a moving violation.

History.—s. 1, ch. 71-135; ss. 1, 8, ch. 76-31; s. 2, ch. 83-68; ss. 1, 2, ch. 83-74; s. 3, ch. 84-309; s. 306, ch. 95-148; s. 123, ch. 99-248; s. 2, ch. 2008-33.

Note.—Former s. 316.057.

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CONDUCE CON INTELIGENCIA



Elementos Esenciales Para La Seguridad En Bicicletas Eléctricas

REGLAS DE TRÁNSITO E INTERSECCIONES

La ley de Florida exige que los ciclistas en bicicletas eléctricas sigan las mismas reglas de tránsito que los ciclistas tradicionales, incluyendo señalizar, detenerse y ceder el paso. Los choques ocurren con frecuencia en las intersecciones: circula en la misma dirección del tráfico, usa los cruces peatonales señalizados y mantente visible y predecible.

CONCIENCIA DE LA VELOCIDAD

Las bicicletas eléctricas pueden alcanzar altas velocidades, pero el exceso de velocidad aumenta el riesgo de choques—especialmente cerca de los peatones, las intersecciones o las curvas. Mantén una velocidad controlada para reducir la distancia de frenado y mantener la seguridad, especialmente en caminos compartidos o zonas con mucha gente.

REVISIÓN DE SEGURIDAD

Antes de conducir, inspecciona los frenos, las llantas, la batería y las luces para asegurarte de que estén en buen estado. Una revisión rápida puede prevenir fallas y accidentes.

SEGURIDAD EN LAS ACERAS

Quienes conducen bicicletas eléctricas deben mantenerse alerta y circular lentamente al compartir las aceras con peatones. Cede el paso, señaliza al adelantar y bájate de la bicicleta en zonas con mucha gente para evitar choques.

CRUCES DE ENTRADAS DE VEHÍCULOS

Tú puedes verlos, pero ellos tal vez no te vean a ti. Reduce la velocidad al acercarte a entradas de vehículos y mantente atento a los autos que entran o salen. Haz contacto visual con los conductores para asegurarte de que te hayan visto antes de cruzar.

EQUIPO DE PROTECCIÓN

Los menores de 16 años deben usar casco, y todos los ciclistas deberían considerar equipo de protección adicional. Un casco bien ajustado reduce el riesgo de lesiones graves.

MANTENGAN LA CONCENTRACIÓN

Las distracciones aumentan el riesgo. Eviten escribir mensajes de texto o usar audífonos mientras conducen—sus oídos son tan importantes como sus ojos en la carretera. Manténganse alertas y observen el tráfico y los peligros potenciales.

BICICLETAS ELÉCTRICAS DE NOCHE

Aumenta tu visibilidad usando ropa brillante o reflectante y utilizando luces delanteras blancas y traseras rojas cuando conduzcas de noche o en condiciones de poca luz. Circula con precaución y mantente atento a los peatones y vehículos.

ETIQUETA EN BICICLETAS ELÉCTRICAS

Cede el paso a los peatones, estaciona solo en las áreas designadas y mantente en los caminos aprobados. Respeta los espacios públicos evitando dañar la vegetación y manteniendo los senderos despejados.

ANÁLISIS BREVE DE SEGURIDAD EN MICROMOVILIDAD

Las lesiones relacionadas con bicicletas eléctricas han aumentado considerablemente en los últimos años, siendo más comunes las hospitalizaciones y lesiones internas en comparación con las bicicletas tradicionales, según un estudio de 2023 de la Junta Nacional de Seguridad en el Transporte. Una mejor seguridad comienza con una mayor conciencia. Cada ciclista tiene un rol crucial.

RIDESMART



E-BIKE SAFETY ESSENTIALS

TRAFFIC RULES & INTERSECTIONS

Florida law requires e-bike riders to follow the same traffic rules as cyclists, including signaling, stopping, and yielding. Crashes often happen at intersections—ride with traffic, use marked crosswalks, and stay visible and predictable.

SPEED AWARENESS

E-bikes can go fast, but speeding increases crash risk—especially near pedestrians, intersections, or curves. Keep your speed controlled to reduce stopping distance and stay safe, particularly on shared paths or crowded areas.

SAFETY CHECK

Before riding, inspect your brakes, tires, battery, and lights to ensure they are in good condition. A quick check can prevent malfunctions and accidents.

SIDEWALK SAFETY

E-bike riders must stay alert and ride slowly when sharing sidewalks with pedestrians. Yield the right of way, signal when passing, and dismount in crowded areas to avoid collisions.

CROSSING DRIVEWAYS

You may see them, but they may not see you. Slow down when approaching driveways and stay aware of vehicles entering or exiting. Make eye contact with drivers to ensure they see you before crossing.

SAFETY GEAR

Riders under 16 must wear a helmet, and all riders should consider extra protective gear. A properly fitted helmet reduces the risk of serious injuries.

STAY FOCUSED

Distractions increase your risk. Avoid texting or wearing headphones while riding—your ears are just as important as your eyes on the road. Stay alert and scan for traffic and potential hazards.

E-BIKES AT NIGHT

Increase your visibility by wearing bright or reflective clothing and using front white and rear red lights when riding at night or in low-light conditions. Ride cautiously and be mindful of pedestrians and vehicles.

E-BIKE ETIQUETTE

Yield to pedestrians, park only in designated areas, and stay on approved paths. Respect public spaces by avoiding greenery and keeping pathways clear.

MICROMOBILITY SAFETY SNAPSHOT

E-bike injuries have risen sharply in recent years, with hospitalizations and internal injuries more common than from pedal bikes, according to a 2023 study by the National Transportation Safety Board. Better safety starts with better awareness. Every rider plays a role.

ITEM # 2025-768

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Robert Tomasek, City Engineer

DATE: 6/17/2025

SUBJECT: Harbor Channel Dredging - Task Order for Bidding Documents and CEI

I. BACKGROUND: The City plans to dredge the harbor channel to improve navigation and safety for vessels using the harbor.

II. DISCUSSION: The city recognizes that the harbor channel dredging project will require design, permitting, construction engineering and inspection, and construction administrative services to be performed by a coastal engineer. This Task Order provides for all required activities in order to create the bidding documents, satisfy permitting requirements, and inspect construction activities. Additional services that may be desired but are not included in this task order are an as-built bathymetric and topographic survey, nesting seabird and shorebird study and /or monitoring, permit application fees, and environmental reports. Some of these services may be included as deliverables for the construction contractor, while others can be added to the engineer's scope of work if desired.

Jenkins Engineering stated that they would use a subconsultant to perform the scope of service; the subconsultant is Anchor CEI.

The price from Jenkins Engineering for the proposal is $81,624.75.

A. Link to Strategic Goals / Objectives: II. Enhancing quality of life and safety for families

B. Effect on Budget (EOB):

Budget Impact

	General Fund 001.5430.546003 Proj#100016	NPEB Fund 102.5430.546003 Proj#100016	FDEP Grant 305.5430.546003 Grant#500013	BOCC Grant 305.5430.546003 Grant#500027	TOTAL
FY 25 Adopted Budget*	$ 325,000	$ 110,000	$ 100,000	$ 400,000	$ 935,000
Previous Expenses/Encumbrances					-
Available Program Budget	325,000	110,000	100,000	400,000	935,000
This Agreement +(-)	(81,625)				(81,625)
FY 25 Remaining Program Budget	$ 243,375	$ 110,000	$ 100,000	$ 400,000	$ 853,375

**FY 2025 ADOPTED BUDGET includes encumbrance balances rolled forward from previous years, amendments and transfers*

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff recommend accepting the proposal from Jenkins Engineering and allowing the city manager to sign the letter contract.

IV. RECOMMENDED MOTION: I move that the City Council accept the proposal from Jenkins Engineering and direct the city manager to sign the contract.

Attachments:

1. Jenkins - City of Destin Norriego Point proposal 05.01.25

JENKINS ENGINEERING INCORPORATED

JG PLAZA, UPTOWN STATION
73 Eglin Parkway NE
Suite 203
Fort Walton Beach, FL 32548
PH: 850.837.2448
FX: 850.867.2450

May 1, 2025

Mr. Larry Jones
City Manager
City of Destin, FL
4200 Indian Bayou Trail
Destin, FL 32541

Re: Letter Contract for Professional Engineering Services
Project Name/Reference: Norriego Point Harbor Shoreline Stabilization and Restoration Professional Design, Engineering, Permitting, Bidding and Construction Administration and Inspection Scope of Services

Dear Mr. Jones:

With this letter contract, we (Jenkins Engineering, Inc. – "Engineer") are pleased to propose our services to you (City of Destin, FL – "Owner") related to the request to assist with design, permitting, bidding and construction administrative services associated with proposed shoreline stabilization and restoration activities in Destin, FL. Please note, as previously discussed, this scope of services will be performed by a subconsultant to Jenkins Engineering, Inc., Anchor CEI Engineering and Inspection, and final work products will be performed and provided under their responsible charge as Engineer of Record for the subject project.

Scope of Services

We understand the requested services include design and permitting efforts for the proposed restoration and stabilization of eroded shoreline on the north side of Norriego Point. It is assumed that all dredged materials will only be placed on Norriego Point and the material will be beach quality. Sand quality will be verified only by visual inspection. More specifically, we propose to accomplish the following:

Task A – Preliminary Investigation and Conceptual Site Development

1. Conduct a site visit to the parcel to evaluate the existing site conditions.
2. Prepare a conceptual site plan that will show the approximate location of the dredge and filled locations.
3. Gather preliminary site information from a desktop investigation and other available means to include owner-supplied rough topographic data, soil data, historical site information, general geotechnical information, etc.
4. Evaluate local and state agencies to determine permitting requirements for the proposed use.
5. Provide a preliminary recommendation to the Owner as it pertains to the proposed site design based on findings.

Task B – Topographical and Bahymetric Surveying (By Others)

1. Engineer will contract with a Florida-registered professional land surveyor to perform a topographic and bathymetric survey of the project. The bathymetric survey will be conducted at the entrance to Destin Harbor via Single Beam Hydro and will start mid-way of the William T. Marler Bridge (Destin Bridge) and will extend approximately 4,080 linear feet through the entrance and up into Destin Harbor with the width of the survey area being the width of the harbor within this area. The LiDAR

topographic survey will be conducted at Norriego Point Park, from the point tip up to the first set of buildings, approximately 2,080 linear feet and will encompass the width of the point. A signed and sealed copy of all surveys will be provided to the Owner.

Task C – Preliminary and Final Design Development

1. Engineer will assist the Owner in designing this development to ensure compliance with applicable state and federal design standards. A plan set will be prepared that will include the topography, bathymetry, depth of dredging, description of dredging process and alternatives, location of dewatering, handling, disposal, of materials, and the location of the dredged material management area (DMMA). The plan set will also include an outfall and intake location map. A copy of the signed and sealed 100% Final Design Drawings will be provided to the Owner.

Task D – Permitting Coordination

1. It is assumed that the City of Destin has obtained the USACE/FDEP Dredge and Fill Permit. Engineer will coordinate all proposed work with the entities listed below for permit compliance and respond to any requests for information received until approval is obtained:
    a. FDEP
    b. City of Destin

Task E – Bidding and Procurement

1. Engineer may assist in the following bidding and procurement tasks as requested by the City of Destin:
    a. Development of opinions of cost
    b. Advertisement of Bid
    c. Maintaining Plan Holder's list
    d. Preparing Bidding Plans and Specifications
    e. Responding to Requests for Information from Bidders
    f. Issuing addenda, as necessary
    g. Attending Bid Opening at the City Council Meeting
    h. Review bids received
    i. Prepare recommendation of award for City Council consideration
    j. Prepare and coordinate the execution of the Contract Documents between the City and the awarded Contractor
    k. Prepare a hard copy and digital copy of the Conformed Plans and Specifications for the City and Contractor

Task F – Construction Administration and Inspection Services

1. Engineer will assist the City with the following construction engineering and inspection services during the construction of this project:
    a. Schedule and Pre-construction Meeting with the Owner and Contractor to kick of construction, review plans and specifications, review schedule, etc. An agenda and minutes will be prepared for this meeting.
    b. Schedule and attend Progress Meetings with the Owner and Contractor weekly to ensure compliance with the Contract and address issues.
    c. Provide a qualified field inspector during construction who will review construction activities against the engineered drawings and specifications.
    d. Review all submittals, sediment sampling results and reports to ensure compliance with permit general or special conditions.
    e. Provide Turbidity Monitoring for a 15-day duration. It should be noted that additional days will be accrued at $1,900 per every day over 15 days.
    f. Provide a weekly inspection report(s) to Owner using the Raken software platform, which will detail the date and time of inspection, contractor/others on site, weather, field notes or

work completed, quality assurance notes, and any issues that were found during the walk through.

g. Review and approve Applications for Payment received from Contractor and ensure material quantities match field noted quantities. The Pay Requests will be recorded in Application for Payment Tracking Lot to ensure accuracy.
h. Review and provide recommendations of approval for Change Orders. These Change Orders will be recorded int eh Change Order Log so that a cumulative change in cost and schedule is recorded.
i. Conduct the Substantial Completion walk through and provide Contractor a punch list of items deemed incomplete. Contractor will have 30 days to complete punch list items.
j. Conduct the Final Completion walk through and provide certification of project completion.
k. Prepare and submit all final documentation to FDEP as needed to include Final As-Builts, Regulatory Certifications, and any other required Permit Close-Out Documentation.

Payment Terms

For the work described under Scope of Services, the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer from its General Fund and represents that funds are available to pay the Engineer from the General Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 30 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task A – Preliminary Investigation and Conceptual Site Planning	$3,900	LUMP SUM
Task B – Topographic and Bathymetric Surveying (By Others)	$17,600	LUMP SUM
Task C – Preliminary and Final Design Development	$19,120	LUMP SUM
Task D – Permitting Coordination	$2,500	LUMP SUM
Task E – Bidding and Procurement	$3,690	LUMP SUM
Task F – Construction Administration and Inspection	$29,120	LUMP SUM
Administrative Fee (7.5%)	$5,694.75	LUMP SUM
Total	**$81,624.75**	**LUMP SUM**

The lump sum amount to be paid under this agreement is **$81,624.75.** The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished.

Additional Services (Extra Work)

For work not described or included in Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates agreed upon for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. Additional Services include but are not limited to:

- All other civil engineering and design services specifically not listed above.
- Permit Application fees.
- Environmental reports including wetland delineation, tree surveys, endangered species survey, SHPO review, Phase I or II ESAs.
- As-built bathymetric and topographic surveys.
- Nesting seabird and shorebird study and/or monitoring.
- Any other testing, studies, or certifications not listed on this proposal.

City of Destin – Norriego Point Stabilization and Renourishment Services
May 1, 2025

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed $81,624.75, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,
Jenkins Engineering, Inc.

M. Scott Jenkins, P.E.

Accepted for City of Destin by:

_____

Title: _____

Date: _____

ITEM # 2025-829

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Larry Jones , City Manager
Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Works Director

DATE: 07/08/2025

SUBJECT: Declaration of City Property as Surplus (Vehicles and Equipment)

I. BACKGROUND: Per Ordinance 23-01-CN, the City Council must declare property as surplus prior to the items being disposed of via Online Auction.

II. DISCUSSION: A list of items requested to be declared as surplus is provided as ATT2. The Ordinance 23-01-CN is provided as ATT1.

Items will be listed with a 14-day bid window. The Public will have the opportunity to inspect these items on a designated date prior to the close of the auction.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence

B. Effect on Budget (EOB): Proceeds from the online auction of these items will be treated per the attached Ordinance.

Proceeds will be credited to the General Fund.

If it is on our current Fixed Asset Schedule, sales proceeds will be recorded in 001.3000.364000 Sale of Fixed Assets
If the item is not on our tracked Fixed Asset Schedule, then the sales proceeds will be recorded in 001.3000.365000 Sale of Surplus Materials

C. Level of Service (LOS): Disposal of unneeded, obsolete, or broken vehicles, equipment, and other miscellaneous items.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: If approved, these items will be listed by Govdeals.com as soon as possible.

IV. RECOMMENDED MOTION: I move that the City Council declare those items listed in the attachment provided as surplus and direct the City Manager to have them disposed of via online auction, with unsold items to be disposed of at the discretion of the City Manager.

Attachments:

1. ATT1 ORD 23-01-CN Disposal of Surplus Property
2. ATT2 Surplus Equipment and other Items 072125

ORDINANCE NO. 23-01-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF SECTIONS 2-61 THROUGH 2-65 OF THE CITY'S CODE OF ORDINANCES, DISPOSAL OF SURPLUS PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 135 (codified in section 2-61 through 2-65 of the City's Code of Ordinances) and Ordinance Number 13-12-CN, both of which relate to the disposal of surplus property (the "Surplus Property Disposal Ordinances"); and

WHEREAS, the Surplus Property Disposal Ordinances conflict and are in need of revision to more efficiently and economically dispose of surplus City property; and

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, <u>underline</u> language is language to be added, language that is not in ~~strike-thru~~ or <u>underlined</u> is not to be changed. The symbol * represents sections of the City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT OF CITY CODE, DISPOSAL OF SURPLUS PROPERTY, BY AMENDING SECTION 2-62 – *DEFINITIONS*; SECTION 2-63 - *SURPLUS PROPERTY* ; SECTION 2-64 - *DISPOSAL OF SURPLUS PROPERTY TO GOVERNMENTAL UNITS*; SECTION 2-65 – *DISPOSAL OF SURPLUS PROPERTY TO PERSONS*

<u>Section 2-62 is hereby amended as follows:</u>

Section 2-62. Definitions.

***

Charitable organization shall mean a not-for-profit business entity whose primary objectives are philanthropy or social well-being and is tax exempt under Internal Revenue Code Section 501(c)(3).

Governmental unit shall mean the governing board, commission or authority of Okaloosa County, other municipalities within Okaloosa County, taxing districts of the state within Okaloosa County, or the Sheriff of Okaloosa County.~~, or the governing board of the Okaloosa County fair~~.

Person shall mean any individual person or any other legal entity.

***

Trade-in shall mean *property* which is accepted by a retailer as partial payment for an item which will become *property* after it is purchased.

Section 2-63 is hereby amended as follows:

Section 2-63. Surplus property.

The city council ~~shall~~ may, upon the recommendation of the city manager, classify as surplus any ~~of its~~ property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. The city manager's recommendation shall include ~~his~~ a best estimate of the property's value. The city council may, in its reasonable discretion and upon consideration of the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, direct the city manager to dispose of surplus property to governmental units and charitable organizations through the procedures described in Section 2-64, to other persons through the procedures described in Section 2-65, or to destroy or abandon the property through the procedures described in Section 2-65.

Section 2-64 is hereby amended as follows:

Section 2-64. Disposal of surplus property to governmental units and charitable organizations.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered,~~ Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to offer~~, by letter,~~ surplus property to all other governmental units and charitable organizations~~; and~~ through the following procedures:

(1) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received.~~ The city may solicit sealed, competitive bids

from all interested governmental units and charitable organizations. If the city elects to solicit sealed, competitive bids, then the city shall disclose the estimated value and condition of the property to prospective bidders, permit inspection of the property (if feasible), and include a date and time certain by which bids much be received. The city shall accept the highest bid from a responsible bidder.

(2) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received.~~ In lieu of soliciting sealed bids or if no sealed bids are received after soliciting sealed bids, the city may, in its reasonable discretion, directly contact potentially interested governmental units and charitable organizations and donate the property directly to a governmental unit or charitable organization that desires the property.

(3) The cost of delivering and transferring the property shall be paid by the ~~successful bidding~~ governmental unit or charitable organization receiving the property, whether that property is received through sealed, competitive bidding or through donation.

~~(4) If no acceptable bid is received from a governmental unit, the city council may offer for donation such property to the governmental units. The cost of delivering and transferring the property shall be paid by the governmental unit accepting the property.~~

Section 2-65. Disposal of surplus property by destroying or abandoning the surplus property or to persons through trade-in or auction.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered,~~ Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to either destroy or abandon the surplus property or to dispose of surplus property for value to any person through the following procedures:

(a) ~~Destroy or abandon surplus property.~~ Trade-in the property; or

(b) ~~Dispose of surplus property for value to any person.~~ Auction the property through either a public auction or online auction.

(c) Public auction. If ~~the Property of which~~ the city council directs the property be sold through a public auction, then the following procedures control: ~~pursuant to this section shall be sold only to the highest responsible bidder after a request for at least three bids, or by public auction.~~

(1) ~~If the sale is by bid, all bids shall be submitted on bid forms provided by the city. All bids shall be executed and submitted in a sealed envelope prior to the date and time of the bid opening as advertised in the notice. It is the bidder's responsibility~~

~~to assure that the bid is delivered at the property time and place of the bid opening. Notice of the sale by bid shall be published twice, more than seven (7) days prior to the date and time of the bid opening, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time by which the bids must be received.~~ All auction items must be available for review to all interested parties for two weeks prior to the auction.

(2) ~~If the sale is by public auction, notice thereof shall be published twice, more than seven (7) days prior to the sale, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and tiem when the public auction will be conducted.~~ The city will publish an advertisement outlining the items for sale, the auction location and time to all interested parties in the local newspaper of general circulation at least 14 days prior to the auction. The city council may waive this requirement so long as notice is adequately published through electronic means in accordance with subsection (c)(3).

(3) The city shall advertise the auction with all the details listed is subsection (c)(2) on the City's website at least 14 days prior to the auction.

(4) All property sold at a public auction will be made to the highest responsible bidder.

(5) If a written bid is submitted, it must be received prior to the auction date and time advertised.

(6) All costs of transporting and delivering the auctioned item will be borne by the winning bidder.

(d) Online auction. If the city council direct the property be sold through an online auction, then the following procedures control:

(1) All online auctions will be coordinated between the IT Director and Finance Director.

(2) All online auctions will be placed with a reputable and qualified online auction site that ensures transparency between the City and potential bidders.

(3) All costs of transporting and delivering the auctioned items will be borne by the winning bidder.

SECTION 4. INCORPORATION INTO 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, City Resolutions, or parts thereof, 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, phrase, sentence, provision, 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 provisions, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the mayor.

ADOPTED THIS 17TH DAY OF JANUARY 2023.

BY:

Bobby Wagner, Mayor

SEAL

ATTEST:

Rey Bailey, City Clerk

City of Destin

Department of Public Works & Emergency Ma

Surplus Equipment and Other Item

for 07/21/2025 City Council Meetin

Equipment			
Asset ID	**Item Description**	**Department**	**Qty**
N/A	3033R Loader Bucket	PW	2
N/A	3033R Backhoe Attachment	PW	1
PW 12-M3	2012 John Deere 2320 Tractor	PW	1
N/A	John Deere Mower Decks (54")	PW	2
N/A	Titan Powerliner paint striper	PW	1
N/A	Motor Hoist	PW	1
PW 17-G1	Honda 2000 Generator	PW	1
PW 17-G2	Honda 2000 Generator	PW	1
PW 17-G3	Honda 2000 Generator	PW	1
PW 23-PW1	DeWalt 4400psi pressure washer	PW	1
PW 16-PW1	DeWalt 3400psi pressure washer	PW	1
N/A	Ridgid Table Saw	PW	1
PS 2041	Ice Machine	PW	1
N/A	Paslode Framing Gun Nailer	PW	1
N/A	Makita Chop Saw	PW	1
REC 16-G2	2016 John Deere Gator	P&R	1

Other Items		
Item Description	**Department**	**Qty**
Red Bench	LIB	1
Grey Ottomans	LIB	2
Smart Board	LIB	1
Upholstered Furniture	LIB	1
Wooden podium	LIB	1
Audio/Video Cart	LIB	1
Handmade Driftwood art chair/rocker	LIB	1
Drafting Table (old asset ID 00169)	PW	1

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Est. Value each	Comments
5000	no longer needed
9500	no longer needed
7500	no longer needed
300	no longer needed
250	for parts
50	no longer needed, leaks
250	replaced
250	replaced
250	replaced
400	no longer functions,replaced
300	replaced
600	replaced
150	for parts
50	replaced
40	replaced
500	replaced

Est. Value each	Comments
20	no longer needed
20	no longer needed
40	no longer needed
40	no longer needed
20	no longer needed
40	no longer needed
40	no longer needed
50	no longer needed

ITEM # 2025-827

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 07/08/2025

SUBJECT: Milling, Resurfacing and Re-Striping of Regatta Bay Blvd.

I. BACKGROUND: Regatta Bay Boulevard is a collector-class roadway that provides vital access through a key residential and commercial corridor in the City of Destin. It serves as a primary entry point to Crystal Beach and also supports traffic from neighboring developments, shopping areas, and service providers.

This roadway was previously included in the City's Capital Improvement Plan for resurfacing in a later fiscal year. However, conditions along the corridor, particularly at its intersection with Gulfstarr Drive, have deteriorated to a level that necessitates immediate attention. The pavement exhibits visible failures, which affect vehicle safety and performance, especially at turning and crossing movements.

II. DISCUSSION: The scope of this project includes milling and resurfacing of Regatta Bay Boulevard, with targeted base repair at distressed locations, most critically at the intersection with Gulfstarr Drive. Improvements will include restoration of the asphalt surface, ADA device installations/replacements where required (in-house work), and new striping.

The most severe degradation has been observed at the Gulfstarr Drive intersection, where rutting, cracking, and surface erosion are most pronounced. This area presents a heightened risk to motorists, cyclists, and emergency response vehicles due to uneven travel paths and pooling during rainfall. The cumulative impact of traffic loads and drainage patterns has accelerated surface wear beyond acceptable thresholds.

Note: this project will not replace or disturb the existing pavered intersection at Windstarr Drive.

The project has been reviewed and formally approved by the City's Public Works and Safety Committee at their most recent meeting on July 8, 2025.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The quotes based upon current contract pricing are:
H&T milling & resurfacing $83,95125
Emerald Coast Striping $1834.26

Staff propose using Okaloosa Half Penny Infrastructure surtax for milling, resurfacing, and re-striping Regatta Bay Boulevard:

Budget Impact

	109.5410-565000 OKA 1/2-PublicWorks-CIP	301.5413.565000 RR-GAS TAX#1-CIP	301.5410.565000 RR-PublicWorks-CIP	TOTAL
FY 25 Adopted Budget	$ 1,500,000	$ 591,242	$ 1,654,499	$ 3,745,741
PY Encumbrances rolled forward	-	8,116	17,310	25,427
Revised Budget	1,500,000	599,358	1,671,809	3,771,168
Previous Expenses/Encumbrances	(1,386,657)	(563,855)	(1,552,502)	(3,503,014)
Available Program Budget	113,343	35,504	119,307	268,154
This Agreement +(-)	(85,786)			**(85,786)**
FY 25 Remaining Program Budget	$ 27,557	$ 35,504	$ 119,307	$ 182,368

Upon completion, remove Asset 2006-RD180 and add new asset 2025-RD180.

C. Level of Service (LOS): Regatta Bay Boulevard remains a high-volume collector road with continuous use by residents, delivery services, and public safety vehicles. Without timely resurfacing, its level of service (LOS) is projected to decline further—particularly during inclement weather or peak traffic hours.

This project will restore the roadway's LOS to acceptable standards, improve safety and aesthetics, and reduce ongoing maintenance needs. Addressing the Gulfstarr Drive intersection now also prevents more costly future reconstruction.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: In response to its worsening condition, this project merits immediate implementation. Advancing this project ensures continued safe and efficient mobility, supports neighborhood quality of life, and demonstrates responsible capital planning.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to issue a Purchase Order to H&T Contractors for the milling and resurfacing project for Regatta Bay Boulevard, in Fiscal Year 2025, as recommended by the Public Works and Safety Committee.

Attachments:

1. Quote, Regatta Bay Blvd resurfacing

2. H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
3. H&T Contractors LLC Misc Asphaltic Concrete CY25 Contract Extension fully executed
4. Regatta Road - Destin - Proposal
5. Emerald Coast Striping FY22 Ext W-costs
6. Emerald Coast Striping CY25 Contract Extension fully executed

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 5/13/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Regatta Bay Blvd South Of 98

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	2535.00	$ 51,333.75
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	2535.00	$ 16,477.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	2535.00	$ 10,140.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	2.00	$ 2,000.00
18	Valve Box Adjustment	EACH	$600.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	0.00	$ -
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$ -
			Total		$ 83,951.25

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 83,951.25

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRA CT

On March 6, 2023 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City,** accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:
This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work,** encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Tim Extensions:
This contract will be in effect from March 7, 2023 through December 31, 2023 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:
The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance

sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out ot: because of: or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager

will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice: place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated: immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract 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 contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein js intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 **Jury Trial Waiver**

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF TIDS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and 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.
d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:
Lance A. Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32459

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 07TH day of MARCH, 2023.

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Witness

Heather Bailey
(Printed Name)

Witness

Its: MGR/M
(Title)

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL Zip Code: 32439

Telephone: (850) 835-0231 Fax: (850) 835-5123

Number of Years in Business: 14 Email: Misty@h-tcontractors.com

PART II *Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

#	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) with fiber	SY	20.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) with fiber	SY	15.75
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
27	Guardrail (FDOT Index 400)	LF	450.00
28	Mobilization	LUMP	4,000.00
29	12" inch RCP provided, delivered, and installed	LF	92.00
30	15" inch RCP provided, delivered, and installed	LF	92.00
31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

***Shall be fiber-reinforced 4000psi.**

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles,

and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MGMR

Signature: Heather Bailey

Date of Bid: 02/16/2023

Note: See RFB Section III, Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Extension") dated the 1st day of January, 2025, is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year that certain contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC ("Contract") to provide miscellaneous asphaltic concrete services for the City. This Extension will begin on January 1, 2025 and will extend through December 31, 2025.

This is the **2nd of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them.

Anti-Human Trafficking Affidavit:

ALL NONGOVERNMENTAL ENTITIES THAT ARE OR POTENTIALLY WILL BE CONTRACTING, RENEWING OR EXTENDING CONTRACTS WITH THE CITY OF DESTIN MUST HAVE AN OFFICER OR REPRESENTATIVE FULLY EXECUTE THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

K Strickland
(Signature)

Jamie Torres
(Signature)

City of Destin

By: _____
Larry Jones
City Manager

ATTEST: Shara Gordon for Rey Bailey
Rey Bailey
City Clerk

Witnesses:

Theresa Bishop
(Signature)

D. Forehand
(Signature)

H&T Contractors LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name &Title)

ATTEST: Misty Shaw
(Signature)

Misty Shaw Contracts Admin
(Name &Title)

EMERALD COAST STRIPING LLC

1901 N East Ave.

Panama City, Florida 32405

Contact: **Aric Bailey**

Phone: **850-215-4875**

Email: **aric@ecstriping.com**

Quote To: City of Destin

Job Name: Regatta Road (N of Windstarr)

Date of Plans:

Revision Date:

Phone:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0710 11101	PAINTED MARKINGS, STD, WHITE, SOLID, 6"	649.00	LF	0.30	194.70
0710 11201	PAINTED MARKINGS, STD, YELLOW, SOLID, 6"	732.00	LF	0.30	219.60
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	20.00	EA	5.00	100.00
0711 16101	THERMO, STD-OTHER SURFACES, WHITE, SOLID 6"	649.00	LF	1.00	649.00
0711 16201	THERMO, STD-OTHER SURFACES, YELLOW, SOLID, 6"	732.00	LF	0.78	570.96
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	20.00	EA	5.00	100.00
GRAND TOTAL					**1,834.26**

NOTES:

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor or City of Destin.

Emerald Coast Striping,LLC will not be held responsible for temporary paint markings damaged by the construction process or others.

This is a Unit Price bid any additions will be paid at the unit prices quoted below.

Retainage will not be held unless Emerald Coast Striping's portion is held by the Owner or The Department of Transportion per FDOT specification 9-5.1 and 9-5.6.

This estimate including comments and special instructions will be included in the Contract.

This proposal will be honored for 30 days.

Note: Please allow two weeks notice for scheduling of crews

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this agreement is to extend for fifteen months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City.

This represents the **1st of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

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 THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

ORIGINAL

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Emerald Coast Striping, LLC.

Address: 1901 N. East Avenue

City & State: Panama City, FL Zip Code: 32405

Telephone: (850) 215-4875 Fax: (850) 271-4875

Number of Years in Business: 13 Email: aric@ecstriping.com

PART II *Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	$ 0.15	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	$ 0.12	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	$ 0.30	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	$ 0.18	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.65	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.55	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 1.00	Linear Foot

Initials of Bidder: AS

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

cherylwyren
(Signature)

(Signature)

City of Destin

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

CITY OF DESTIN SEAL FLORIDA

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: _____
(Signature)

(Name &Title)

ATTEST: Faith Cooke
(Signature)

Faith Cooke/office manager
(Name &Title)

CONTRACT EXTENSION AGREEMENT

This contract extension agreement dated the 1st day of January, 2025, ("Extension") is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this Extension is to extend for twelve months that certain contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC ("Contract") to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2025 and will extend through December 31, 2025.

This represents the **4th of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them.

Anti-Human Trafficking Affidavit:

ALL NONGOVERNMENTAL ENTITIES THAT ARE OR POTENTIALLY WILL BE CONTRACTING, RENEWING OR EXTENDING CONTRACTS WITH THE CITY OF DESTIN MUST HAVE AN OFFICER OR REPRESENTATIVE FULLY EXECUTE THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Extension must be made by the Destin City Council, and that either party may cancel this Extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Larry Jones
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: (Signature)

Eric Bailey, Vice-President
(Name & Title)

ATTEST: (Signature)

Tina Willis, Contracts Admin
(Name & Title)

ITEM # 2025-825

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 07/08/2025

SUBJECT: Milling, Resurfacing and Restriping of Airport Road (curve to Main Street)

I. BACKGROUND: Airport Road is a key collector-class street within the City of Destin's roadway network. It serves as a major east-west connector, facilitating traffic flow between Commons Drive and Main Street. Over the years, this segment of roadway has experienced significant wear and degradation due to heavy vehicular loads (rutting), weathering, and age-related pavement fatigue.

This corridor was previously scheduled for resurfacing in Fiscal Year 2030 as part of the City's long-term Capital Improvement Plan. However, due to the rapidly deteriorating condition of the roadway—evident through surface cracking and uneven surfaces—the Public Works Department has re-evaluated its priority status.

II. DISCUSSION: The proposed project scope includes full-width milling and resurfacing of Airport Road between the airport curve and Main Street. The work will also involve base repair in localized areas, ADA ramp upgrades as necessary (in-house work) and fresh pavement striping/marking.

While there has not been a notable increase in citizen complaints or maintenance work orders for this segment, recent inspections by the Public Works Department have revealed significant surface deterioration. Specific issues include longitudinal cracking, pavement rippling, dips along the north edge of the roadway, and general asphalt fatigue—particularly in areas subject to drainage stress and heavier traffic loads.

These conditions, if left unaddressed, may lead to accelerated degradation and higher costs associated with future repairs or potential subgrade failure. Advancing the resurfacing timeline ensures that the roadway is preserved before its condition further declines, while also enhancing

ride quality and safety for all users.

The project has been reviewed and formally approved by the City's Public Works and Safety Committee at their most recent meeting on July 8, 2025.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The attached quotes based upon current year contract pricing are:
H&T milling & resurfacing $853,072.50
Emerald Coast Striping $36,709.94

Staff propose using Roadway (public works) Renewal and Replacement funds and Okaloosa Half Penny Infrastructure Surtax to mill, resurface, and stripe Airport Road (curve to main street).

Budget Impact

	109.5410-565000 OKA 1/2-PublicWorks-CIP	301.5413.565000 RR-GAS TAX#1-CIP	301.5410.565000 RR-PublicWorks-CIP	TOTAL
FY 25 Adopted Budget	$ 1,500,000	$ 591,242	$ 1,654,499	$ 3,745,741
PY Encumbrances rolled forward	-	8,116	17,310	25,427
Revised Budget	1,500,000	599,358	1,671,809	3,771,168
Previous Expenses/Encumbrances	(1,349,947)	(563,855)	(699,429)	(2,613,231)
Available Program Budget	150,053	35,504	972,380	1,157,937
This Agreement +(-)	(36,710)		(853,073)	**(889,782)**
FY 25 Remaining Program Budget	$ 113,343	$ 35,504	$ 119,308	$ 268,154

Other notes: Separate Asset#2009-RD005 into an East and West portions. New portion will become asset 2025-RD005w, the easterly side is schedule for resurfacing in FY 2026 and for now becomes 2009-RD005e

C. Level of Service (LOS): Without timely rehabilitation, the level of service (LOS) along this collector route is projected to fall below acceptable thresholds. Current conditions already reflect degraded ride quality, increased vehicular stress, and potential stormwater runoff issues due to surface cracking.

Completing the resurfacing in FY2025 will restore the pavement to an acceptable LOS, reduce long-term maintenance costs, and enhance safety and usability for all road users. It aligns with the City's commitment to proactive infrastructure stewardship and transportation safety.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: In response to the worsening pavement condition, rising public concern, and elevated maintenance costs, this project merits immediate implementation. The early advancement of this resurfacing project represents a responsible and cost-effective decision that will preserve infrastructure investment and improve mobility in the Airport Road corridor.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to issue a Purchase Order to H&T Contractors for the milling and resurfacing project for Airport Road, from the curve near the Destin Executive Airport to Main Street, in Fiscal Year 2025, as recommended by the Public Works and Safety Committee.

Attachments:

1. Quote, Airport Rd from curve to Main Street
2. H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
3. H&T Contractors LLC Misc Asphaltic Concrete CY25 Contract Extension fully executed
4. Airport Road - Main to Curve - Proposal
5. Emerald Coast Striping FY22 Ext W-costs
6. Emerald Coast Striping CY25 Contract Extension fully executed

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 4/14/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Project #2 Main St. To Curve At Airport

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	25830.00	$ 523,057.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	25830.00	$ 167,895.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	25830.00	$ 103,320.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	25.00	$ 25,000.00
18	Valve Box Adjustment	EACH	$600.00	23.00	$ 13,800.00
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	8.00	$ 16,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$ -
			Total		$ 853,072.50

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 853,072.50
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 853,072.50

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRA CT

On March 6, 2023 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City,** accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:
This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work,** encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Tim Extensions:
This contract will be in effect from March 7, 2023 through December 31, 2023 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:
The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance

sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out ot: because of: or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager

will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice: place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated: immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract 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 contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein js intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 **Jury Trial Waiver**

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF TIDS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and 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.
d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:
Lance A. Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32459

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 07TH day of MARCH, 2023.

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Witness

Heather Bailey
(Printed Name)

Witness

Its: MGR/M
(Title)

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL Zip Code: 32439

Telephone: (850) 835-0231 Fax: (850) 835-5123

Number of Years in Business: 14 Email: Misty@h-tcontractors.com

PART II *Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

#	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) with fiber	SY	20.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) with fiber	SY	15.75
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
27	Guardrail (FDOT Index 400)	LF	450.00
28	Mobilization	LUMP	4,000.00
29	12" inch RCP provided, delivered, and installed	LF	92.00
30	15" inch RCP provided, delivered, and installed	LF	92.00
31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

***Shall be fiber-reinforced 4000psi.**

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles,

and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MGMR

Signature: Heather Bailey

Date of Bid: 02/16/2023

Note: See RFB Section III, Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Extension") dated the 1st day of January, 2025, is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year that certain contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC ("Contract") to provide miscellaneous asphaltic concrete services for the City. This Extension will begin on January 1, 2025 and will extend through December 31, 2025.

This is the **2nd of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them.

Anti-Human Trafficking Affidavit:

ALL NONGOVERNMENTAL ENTITIES THAT ARE OR POTENTIALLY WILL BE CONTRACTING, RENEWING OR EXTENDING CONTRACTS WITH THE CITY OF DESTIN MUST HAVE AN OFFICER OR REPRESENTATIVE FULLY EXECUTE THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

K Strickland
(Signature)

Jamie Torres
(Signature)

City of Destin

By: _____
Larry Jones
City Manager

ATTEST: Shara Gordon for Rey Bailey
Rey Bailey
City Clerk

Witnesses:

Theresa Bishop
(Signature)

D. Forehand
(Signature)

H&T Contractors LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name &Title)

ATTEST: Misty Shaw
(Signature)

Misty Shaw Contracts Admin
(Name &Title)

EMERALD COAST STRIPING LLC

1901 N East Ave.

Panama City, Florida 32405

Contact: **Aric Bailey**

Phone: **850-215-4875**

Email: **aric@ecstriping.com**

Quote To: City of Destin

Phone:

Email:

Job Name: Airport Rd (Main St to Curve)

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0710 11101	PAINTED MARKINGS, STD, WHITE, SOLID, 6"	8,209.00	LF	0.30	2,462.70
0710 11201	PAINTED MARKINGS, STD, YELLOW, SOLID, 6"	6,260.00	LF	0.30	1,878.00
0710 11131	PAINTED MARKINGS, STD, WHITE, SKIP, 10-30,3-9	8,434.00	LF	0.18	1,518.12
0710 11141	PAINTED MARKINGS, STD, WHITE, 2-4,6-10 DOTTED	654.00	LF	0.18	117.72
0710 11123	PAINTED MARKINGS, STD, WHITE, SOLID, CROSS, 12"	384.00	SF	2.00	768.00
0710 11125	PAINTED MARKINGS, STD, WHITE, SOLID, 24"	250.00	SF	2.00	500.00
0710 11160	PAINTED MARKINGS, STD, WHITE, MESSAGE	88.00	SF	2.00	176.00
0710 11170	PAINTED MARKINGS, STD, WHITE, ARROW	629.00	SF	2.00	1,258.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	316.00	EA	5.00	1,580.00
0711 16101	THERMO, STD-OTHER SURFACES, WHITE, SOLID 6"	8,209.00	LF	1.00	8,209.00
0711 16201	THERMO, STD-OTHER SURFACES, YELLOW, SOLID, 6"	6,260.00	LF	1.00	6,260.00
0711 16131	THERMO, STD-OTHER SURFACES, WHITE, SKIP, 6"	8,434.00	LF	0.55	4,638.70
0711 16171	THERMO, STD OTHER SURFACES, WHITE, 6-10 MANAGED LN	654.00	LF	0.55	359.70
0711 11123	THERMO, STD, WHITE, SOLID, 12" FOR CROSS	384.00	SF	4.00	1,536.00
0711 11125	THERMO, STD, WHITE, SOLID, 24"	250.00	SF	4.00	1,000.00
0711 11160	THERMO, STD, WHITE, MESSAGE OR SYMBOL	88.00	SF	4.00	352.00
0711 11170	THERMO, STD, WHITE, ARROW	629.00	SF	4.00	2,516.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	316.00	EA	5.00	1,580.00

GRAND TOTAL **36,709.94**

NOTES:

Comments or special instructions:

No side streets have been included into this proposal.

One lift of paint (only) has been included.

All Maintenance of Traffic to be provided by General Contractor or City of Destin.

Emerald Coast Striping,LLC will not be held responsible for temporary paint markings damaged by the construction process or others.

This is a Unit Price bid any additions will be paid at the unit prices quoted below.

Retainage will not be held unless Emerald Coast Striping's portion is held by the Owner or The Department of Transportion per FDOT specification 9-5.1 and 9-5.6.

This estimate including comments and special instructions will be included in the Contract.

This proposal will be honored for 30 days.

Note: Please allow two weeks notice for scheduling of crews

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this agreement is to extend for fifteen months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City.

This represents the **1st of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

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 THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

ORIGINAL

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Emerald Coast Striping, LLC.

Address: 1901 N. East Avenue

City & State: Panama City, FL Zip Code: 32405

Telephone: (850) 215-4875 Fax: (850) 271-4875

Number of Years in Business: 13 Email: aric@ecstriping.com

PART II *Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	$ 0.15	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	$ 0.12	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	$ 0.30	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	$ 0.18	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.65	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.55	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 1.00	Linear Foot

Initials of Bidder: AS

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

cherylwyren
(Signature)

(Signature)

City of Destin

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

CITY OF DESTIN SEAL FLORIDA

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: _____
(Signature)

(Name &Title)

ATTEST: Faith Cooke
(Signature)

Faith Cooke/office manager
(Name &Title)

CONTRACT EXTENSION AGREEMENT

This contract extension agreement dated the 1st day of January, 2025, ("Extension") is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this Extension is to extend for twelve months that certain contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC ("Contract") to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2025 and will extend through December 31, 2025.

This represents the **4th of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them.

Anti-Human Trafficking Affidavit:

ALL NONGOVERNMENTAL ENTITIES THAT ARE OR POTENTIALLY WILL BE CONTRACTING, RENEWING OR EXTENDING CONTRACTS WITH THE CITY OF DESTIN MUST HAVE AN OFFICER OR REPRESENTATIVE FULLY EXECUTE THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Extension must be made by the Destin City Council, and that either party may cancel this Extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Larry Jones
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: (Signature)

Eric Bailey, Vice-President
(Name & Title)

ATTEST: (Signature)

Tina Willis, Contracts Admin
(Name & Title)

ITEM #

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

DATE: 07/15/2025

SUBJECT: RFB 25-04-REC, Batting Cage at MSC

I. BACKGROUND: The City Council approved the Development Order for Morgan Sports Center on April 21, 2025. Included in the DO was the addition of a batting cage facility. RFB 25-04-REC was advertised to procure a contractor to complete that project.

II. DISCUSSION: On March 3, 2025 Council directed staff to advertise the Batting Cage RFB.

May 22nd, a bid opening was held for RFB 25-04-REC, three bids were received. Those bids were from Complete Site Source and BGN and Holly Development.

The bid committee met on July 15 to evaluate the bids. Bid committee members commented that the bids were responsive. The bids were discussed and then scored according to the scoring metric included in the RFB. Complete Site Source scored 86 out of 100, BGN scored 84 out of 100, and Holly Development scored 76 out of 100. The Complete Site Source base bid was for a total of $134,301.76, BGN was $132,007.50 and Holly was $155,058.50. Complete Site Source did offer a few alternate options that would reduce their bid by almost $12,000.

The bid committee voted unanimously to recommend City Council award the contract to Complete Site Source, authorize the City Manager to negotiate a contract, with the assumption that there are scrivener errors in section 2 of Exhibit A (Bid Proposal Form). The bid committee also voted to request permission from council to negotiate a value-engineered contract to capture cost savings and to bring a budget amendment to the council if necessary. A summary scoresheet is attached.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): There is $106,000 available in this year's budget for this project. Staff propose an internal budget transfer from Morgan Sport Complex Salaries to Morgan Sport Complex Capital Projects for an amount up to $28,500 in order to fully encumber the contract to Complete Site Source. The internal Budget transfer is attached for consideration.

Budget Impact

	001.5722.565000 MSC BATTING CAGE UPDATES Project 100040
FY 25 Adopted Budget*	119,000
Revised Budget	147,500
Previous Expenses/Encumbrances	(13,000)
Available Program Budget	134,500
Potential Agreement +(-)	(134,302)
FY 25 Remaining Program Budget	$ 198

C. Level of Service (LOS): LOS will be increased.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The Complete Site Source bid was determined to be responsive and it was scored the highest of all bids. Staff recognize that the bid exceeds the available budget for this project. Staff request that the project be awarded to Complete Site Source and to allow staff to negotiate a value-engineered contract to reduce the cost of the project and to prepare a budget amendment if needed to increase the available funding for this project.

IV. RECOMMENDED MOTION: I move to award the bid for RFB 25-04-REC to Complete Site Source contingent on City staff negotiating a value-engineered contract to be brought back to council for our consideration, along with a budget amendment if necessary.

Attachments:

1. RFB 25-04-REC Scoresheet Summary
2. BGN Contractors RFB NO. 25-04
3. Complete Site Source RFB 25-04REC
4. HDC 25-04-REC
5. RFB 25-04-REC Batting Cage at MSC

bid docs

6. Addendum 1 - RFB 25-04-REC Batting Cage at MSC
7. 2025 0721 Batting Cage MSC internal transfer

City of Destin

PROJECT: RFB 25-04-REC Batting Cage Score Summary

SCORE TABLULATION SUMMARY SHEET

	BGN	Complete Site Source	Holly Dev. Corp.					
Michael Burgess	22	22	23					
Robert Tomasek	18	16	16					
Steve O'Connor	23	23	18					
Jeff Cozadd	21	25	19					
Total Score (Max 100 Pts)	84	86	76	0	0	0	0	0

BGN CONTRACTORS

25 W. Oak Avenue
Panama City, FL 32401
(850) 258-1869
CGC1520684

Bid for:

RFB NO. 25-04-REC

BATTING CAGE AT MORGAN SPORTS CENTER

Attn:

City Clerk's Office

City of Destin

4200 Indian Bayou Trail

Destin, FL 32541

May 22, 2025 @ 2:00 PM CST

REQUEST FOR PROPOSALS
RFB NO. 25-04-REC
BATTING CAGE AT MORGAN SPORTS CENTER

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☒
2	Cover Sheet	Must include RFB NO. #25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER	☒
3	Table of Contents		☒
4	Transmittal Letter	See 7.4.c.	☒
5	Form NO. 1	Bidder Qualification Statement	☒
6	Form NO. 2	Public Entity Crime Form	☒
7	Form NO. 3	Drug Free Workplace Certification Form	☒
8	Form NO. 4	Bid Bond Form	NA per Addendum 1
9	Form NO. 5	Anti-Human Trafficking Affidavit	☒
10	Form NO. 6	Anti-Collusion Statement	☒
11	Proof of Insurance	See 4.3 Insurance Requirements	☒
12	Addenda Acknowledgement Form		☒
13	Price Proposal Sheet		☒
14	W-9		☒
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☒

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☒
2			

BGN CONTRACTORS

25 West Oak Ave | Panama City, FL 32401

RFB NO. 25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER

Table of Contents

a) Cover Sheet
   - Cover Sheet
   - Submittal Requirements Checklist

b) Table of Contents

c) Transmittal Letter
   - Transmittal Letter
   - Bid Clarifications & Product Descriptions
   - Completed Project References

d) Completed Forms
   - Attachment NO. 1 – Bidder Qualification Statement
   - Attachment NO. 2 – Public Entity Crime Form
   - Attachment NO. 3 – Drug Free Workplace Certification Form
   - Attachment NO. 5 – Anti-Human Trafficking Affidavit
   - Attachment NO. 6 – Anti-Collusion Statement

e) Proof of Insurance

f) Addendum 1

g) Price Proposal Sheet

h) W-9

i) Copies of Proposal

j) Proof of Licensing and Certifications

k) Florida Product Approval Certifications

BGN CONTRACTORS

25 West Oak Ave | Panama City, FL 32401

RFB NO. 25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER

Transmittal Letter

Dear City of Destin Bid Committee,

We're excited to potentially work with the City of Destin on this project and continue building a strong relationship. Our team is fully committed to delivering the Batting Cage at Morgan Sports Center with the quality, coordination, and attention to detail the City expects. Clay Morgan, our superintendent with over 20 years of experience, will be on-site managing the daily work and keeping the project moving smoothly.

While our main office is located in Panama City, we stay active throughout the Panhandle—from Okaloosa to Franklin County and everywhere in between. We've built strong relationships with local subcontractors who understand our expectations, which helps us maintain efficiency—especially on fast-paced jobs like this one. Just minutes from the batting cage site, we're preparing to break ground on the City's Phase 1 Pickleball Courts project, and we're also gearing up for the $2.3 million Tarpon Beach Gulf Front Park project in partnership with the City and Okaloosa County.

We anticipate a potential start date of July 14th and do not foresee any issues meeting the proposed 90-day duration. Our schedule would begin with permit acquisition and product submittals—including netting, turf, and the batting cage structure—for City approval. Once construction begins, we plan to secure the site with temporary fencing along the west and east boundaries and coordinate a nearby laydown area. Initial activities will include demolition of the existing structure and trenching or boring for the electrical rough-in. From there, we'll proceed

with batting cage structure erection and slab placement. One key logistical item will be concrete access—we anticipate requesting use of an adjacent lot to allow for a boom truck or line pump. Throughout construction, we'll remain mindful of minimizing disruption and keeping surrounding areas clean and minimally disturbed.

We've included a Bid Clarifications sheet following this letter with a few notes on scope and materials. These reflect our understanding of the plans and specs and remain consistent with the City's overall design intent. The purpose is to provide clarity and ensure alignment before construction begins.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with the City of Destin on this project.

BGN CONTRACTORS
25 West Oak Ave | Panama City, FL 32401

RFB NO. 25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER

Bid Clarifications & Product Descriptions

1. Electrical Scope

- Light fixtures will be mounted to the bottom of the trusses, as shown on Sheet A-101.
- Jack chain will be used to level fixtures to match the slab elevation.
- Conduit type is not specified in the bid documents; we have carried Schedule 80 PVC for all exposed conduit raceways.

2. Turf System

- We are carrying Shaw Free Time polyethylene turf with a unitary backing.
- The turf will be adhered using a 2-component urethane adhesive system.

3. Batting Cage Netting

- Our bid includes (2) complete netting systems at 12' high x 14' wide x 70' long, each with rope borders and one pro wrap doorway.
- The netting is twisted knotted nylon, 1-¾" square mesh, #62 gauge minimum, with 3/8" HTPP black rope borders.
- It includes midline roof rope, 6' rope pigtails, and a UV- and weather-resistant bonded black finish.

- See example below for reference product description.



4. Silt Fence Quantity Clarification

- Item 3.1 on the Price Proposal Sheet calls for silt fence installation but does not provide a specified quantity.
- We have included 200 linear feet of standard silt fence in our bid.

5. Irrigation Repair Allowance

- The bid form includes an undefined unit price for "Existing Irrigation System Repair."
- No irrigation layout or system details are provided in the plans or specifications.
- We have included a $1,000 allowance to cover minor incidental repairs to lines damaged during construction activities.

BGN CONTRACTORS

25 West Oak Ave | Panama City, FL 32401

RFB NO. 25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER

Completed Project References

Client/Project: City of Lynn Haven

Reference Contact: Chris Forehand – Panhandle Engineering

SOW: Complete remodel of Sports Complex $8 Million, to include 5 pole barn batting cages and 1 pole barn pavilion

Batting Cages and Pavilion $ Value: $400,000







Client/Project: Emerald Coast Site Construction – 15th Street Shops

Reference Contact: Jason Bense – ECSC Owner

SOW: 3 enclosed pole barn shops

Project Value: $250,000



Client/Project: Gulf Coast State College – Indoor Batting Cages

Reference Contact: Patrick Boldrick – DAG Architects

SOW: Indoor Hitting Facility 4,000 SF

Project Value: $265,000



RFB NO. 25-04-REC
ATTACHMENT NO. 1
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 Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: BGN Contractors ___Corporation

Name: Monty Oliva _x_Partnership

Address: 25 W. Oak Avenue ___Individual

City, State, Zip: Panama City, FL, 32401 ___Other

Telephone No.: 850-890-6931

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 bidder is:

   Gage Golden Construction dba BGN Contractors

   The address of the principal place of business is:

   25 W. Oak Avenue Panama City, FL 32401

2. If 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: NA

f. Treasurer's name: NA

g. Name and address of Resident Agent: NA

3. If bidder is an individual or a partnership, answer the following:

a. Date of organization: 11/14/2018

b. Name, address and ownership units of all partners:

Gage Golden - 50%

Jason Bense - 50%

c. State whether general or limited partnership: Limited Partnership

4. If 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 bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Attached

6. How many years has your organization been in business under its present business name?

6 Years

a. 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 - Owner - 20 Years Experience

Clay Morgan - Superintendent - 20 Years Experience

Monty Oliva - Estimator - 8 Years Experience

10. State the name of the individual who will have personal supervision of the work:

Clay Morgan

11. State the name and address of attorney, if any, for the business of the 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 bidder's business and indicate the percentage owned of each such business and/or individual:

Gage Golden - 50%

Jason Bense - 50%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

NA

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
c.	**Total of a. and b.**	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
Cadence Bank	101 W 23rd St Panama City, FL 32405	850-814-6616

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 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 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 bidder, its principals or officers or predecessors' organization(s) were defendants.

NA

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB 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 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.

NA

21. Has the 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 bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the 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) Estimator

Subscribed and sworn to before me

This 22nd day of May, 20 25

_____
Notary Public (Signature)

My Commission Expires: 12-21-2027

JASON BRYANT
Notary Public
State of Florida
Comm# HH475752
Expires 12/21/2027

END OF SECTION

RFB NO. 0125-04-REC
ATTACHMENT NO. 2
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 RFB NO. 0125-04-REC

2. This sworn statement is submitted by BGN Contractors whose business address is 25 W. Oak Avenue Panama City, FL 32401

and (if applicable) Federal Employer Identification Number (FEIN) is 82-4527358 (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 Estimator

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.)

_____ Date: 05-22-2025

(Signature)

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 22nd day of May, 2025, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:
12/21/2027

END OF SECTION

JASON BRYANT
Notary Public
State of Florida
Comm# HH475752
Expires 12/21/2027

RFB NO. 24-02-REC
ATTACHMENT NO. 3
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: 25 W. Oak Avenue

CITY: Panama City STATE: FL ZIP CODE: 32401

TELEPHONE NUMBER: 850-890-6931

SIGNATURE:  DATE: 05-22-2025

NAME (TYPED OR PRINTED): Monty Oliva

TITLE: Estimator

END OF SECTION

RFB NO. 25-04-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Monty Oliva (insert name) as Estimator (insert title) on behalf of BGN Contractors (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. BGN Contractors (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, BGN Contractors (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Monty Oliva
Title: Estimator
Nongovernmental entity: BGN Contractors
Date: 5/22/2025

STATE OF Bay
COUNTY OF Florida

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by _____ as Estimator on behalf of BGN Contractors, who is personally known to me or who produced _____ as identification this 22nd day of May, 2025.

Notary Public

(Notary Seal)

JASON BRYANT
Notary Public
State of Florida
Comm# HH475752
Expires 12/21/2027

RFB NO. 25-04-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

BGN Contractors
Bidder's Company Name

25 W. Oak Avenue
Address

Panama City, FL, 32401
City, State, ZIP

850-890-6931
Phone #

82-4527358
Federal ID # or SS #

Authorized Signature

Monty Oliva
Authorized Signatory (Print Name)

Estimator
Title

moliva@bgncontractors.com
Email

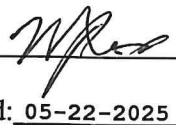
PART III Certifications:

In accordance with your REQUEST FOR BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Monty Oliva | Estimator
(Print or Type)

Signature: 

Date of Bid: 05-22-2025

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2025

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
1022 West 23rd Street
Suite 250
Panama City, FL 32405

CONTACT NAME: Cecelia McMahon
PHONE (A/C, No, Ext): 850-770-7032 **FAX (A/C, No):** 850-785-6061
E-MAIL ADDRESS: cecelia.mcmahon@pfinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accellerant Specialty	16890
INSURER B : Evanston Insurance Company	35378J
INSURER C : Richmond National Insurance Company	17103
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gage Golden Construction LLC DBA: BGN Contractors
1901 N East Ave
Panama City, FL 32405

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	Y	Y	DCS0000002-00	05/30/2024	05/30/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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 ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	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)	$
								$
C	UMBRELLA LIAB ✓ OCCUR	Y	Y	RN-7-0505148	5/30/2024	5/30/2025	EACH OCCURRENCE	$ 1,000,000
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Environmental Liability			MKLV2ENV104183	05/30/2024	05/30/2025	Contractor Pollution	1,000,000
B	Environmental Liability			Same as Above			Professional Liab	1,000,000

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

SEE ATTACHED BLANKET FORMS AS REQUIRED BY A WRITTEN CONTRACT WITH THE NAMED INSURED. PROJECT: DESTIN PICKBALL COURTS. CITY OF DESTIN IS CONSIDERED AN ADDITIONAL INSURED AS REQUIRED BY A WRITTEN CONTRACT WITH THE NAMED INSURED ON THE BLANKET FORMS.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

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

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POLICY NUMBER: DCS0000002-00

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERCIAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	**Any Location**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All premises as required by written contract.
Name Of Person(s) Or Organization(s) (Additional Insured): As required by written contract.
Additional Premium: **$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract and/or issued and valid permit(s). The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by written contract or agreement. If anyone, other than the Named Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
As Required By Written Contract
Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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DUAL Multi Carrier

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization	Number of Days Notice
As required by written contract	**30**

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: As Required by Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION **III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2025

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	CONTACT NAME: Lindsey Hall	
Hall Insurance Agency 13510 A Hutchison Blvd Panama City Bea FL 32407	PHONE (A/C, No, Ext): (850) 234-2434	FAX (A/C, No):
	E-MAIL ADDRESS: lindsey@hallinsurancepcb.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AUTO OWNERS INS CO	18988
INSURED BGN Contractors 1901 N East Ave PANAMA CITY FL 32405-6213	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	X		5228434600	04/24/2025	04/24/2026	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☒ 19							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

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
Keith Hall

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2025

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PRODUCER
Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): (727) 447-6481 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FrankCrum 12, Inc. Alt. Emp: Gage Golden Construction, LLC dba: BGN Contractors
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES **CERTIFICATE NUMBER:** 24FL0801222159 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 47-58-512-13	06/01/2024	06/01/2025	X 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
				Location Coverage Period:	07/19/2024	06/01/2025	**Client#** B0839-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Gage Golden Construction, LLC dba: BGN Contractors
1901 N East Ave
Panama City, FL 32405

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

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
Jodi George

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS RFB NO. 25-04-REC
DESTIN MORGAN SPORTS CENTER BATTING CAGES

MAY 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

The City received the questions from a potential bidders with respect to the City's RFB NO. 25-04-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

1. The contractor should determine best method for delivery and installation of materials required, including concrete.
2. Yes, the general contractor will be responsible for pulling permits at their cost.
3. Contract duration will be 90 days from NTP
4. Start date will be mid-July or later
5. Liquidated damages will be $250 a day
6. No bid bond is required
7. A performance and payment bond will be required
8. Total budget is approximately $85,000
9. Engineer's estimate is approximately $82,400
10. Construction area will be closed to the public
11. Contractor is responsible for fencing/barriers needed to secure the site
12. Laydown site can be coordinated with the city and will be at Morgan Sports Center property
13. Plan set provided is all that we have available
14. No specific type of netting is required, black, no bigger than 1 ¾" mesh, #62 gauge minimum, provide specs with quote (project description sheet)
15. Contractor responsible for demolition of any existing structure and removal of debris from the site
16. Contractor is responsible for restabilizing the permanent grassing
17. No protective measures are required
18. Artificial turf - Face weight 34 oz. – Yarn Type: Poly – height ½" – Backing 5mm. Contractor to submit a product specification. (product description sheet) With a quote.
19. Sidewalk repair noted in item 2.9 is referring to the area north of the proposed maintenance facility, where utility connections are proposed to be extended through the existing parking area, area called out on Sheet CO2 of the plan set
20. Silt fence should be installed at property boundaries or down gradient areas to ensure sedimentation is contained on the project site.
21. Unit price to repair irrigation damaged during construction.
22. Unit price to replace sodding if damaged during construction

23. See attached soils information for the site. It is anticipated groundwater will be deeper than 80 inches from the existing grade

24. See attached cord reel info, power requirement will be 30 amp circuit

The bid opening date for RFB 25-04-REC remains May 22, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

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

Receipt of Addendum No. 1 is hereby acknowledged:

Monty Oliva
Print Name

Signature

05-22-2025
Date

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-04-REC, Morgan's Batting Cage

BIDDER NAME: BGN Contractors

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	Mobilization / Demobilization including City Permits	$ 5,500	$ 5,500
1.2	LS	1	Demolition of the existing Batting Cage	$ 1,590	$ 1,590
1.3	LS	1	Debris removal of the existing batting cage to the landfill.	$ 545	$ 545
1.4	LS	1	Construction Area Safety Fencing	$ 196	$ 196
1.5	LS	1	Construction Staking	$ 1,590	$ 1,590
			SECTION 2 - SITE IMPROVEMENTS		
2.1	LS	1	Batting Cage Structure - S100, S101, S102, S103 and A101, A201	$ 48,470	$ 48,470
2.2	LS	2	Batting Cage Netting - Provided and Installed by GC	$ 7,230	$ 7,230
2.3	SY	218	Green Artificial Turf - Provided and Installed by GC	$ 90	$ 19,620
2.4	LF	140	Gutters-Downspouts, Splashblock for Batting Cage Roof - A101 & A201	$ 21	$ 2,940
2.5	LS	12	Lighting Fixtures and Installation - E201	$ 1,225	$ 14,700
2.6	LS	4	Electrical Power Receptacle Fixtures and Installation - E201	$ 2,275	$ 9,100
2.7	LS	1	Conduit runs and Pullboxs from the Concession Stand to new Batting Cage	$ 15,460	$ 15,460
2.8	LS	2	New Electrical Breakers in existing	$ 400	$ 400
2.9	LS	1	Concrete Sidewalk Repair	$ 1,800	$ 1,800
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LF	200	Silt Fence	$ 3.80	$ 760
3.2	LS	1	Existing Irrigation System Repair	$1,000	$1,000
3.3	SY	1	Replacement Damaged or Removed Sodding	$ 6.50	$ 6.50
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LF			$	$
4.2	EA			$	$
4.3	LS			$	$
			SECTION 5 - MISCELLANEOUS		
5.1	EA	1	As-Built Survey and Documentation per Permitting Process	$ 1,100	$ 1,100
5.2	EA			$	$
5.3	EA			$	$
			TOTAL BASE BID:		$ 132,007.50

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
			TOTAL ALTERNATE BID ITEMS:		$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Gage Golden Construction, LLC dba BGN Contractors

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

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

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

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

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

☐ Other (see instructions) _____

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

Exempt payee code (if any) _____

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

(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.

25 Oak Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Panama City, FL 32401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	2	–	4	5	2	7	3	5	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 1-1-2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

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.

REGISTRATION

CITY OF DESTIN

Registration Number: CR-53

THIS CERTIFIES THAT

Gage Golden

is registered to do General Contractor (GC) (RG)

work in the CITY OF DESTIN under the name of

BGN CONTRACTORS

BUILDING INSPECTOR REPRESENTATIVE

Expiration Date 5/30/2025

BGN CONTRACTORS

25 West Oak Ave | Panama City, FL 32401

RFB NO. 25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER

Florida Product Approval Certifications

Florida Product Approval documentation will be provided during the permitting process for any materials or assemblies that require it under the Florida Building Code.

COMPLETE SITE SOURCE LLC

Batting Cage at Morgan Sport Center

RFB NO. 25-04-REC

May 22, 2025

212 Lakeside Lane Mary Esther, FL 32569

State# L19000224980

Limited Liability Corporation

Joshua Livingston
CBC1264507

850-572-6907

Completesitesource@gmail.com

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COMPLETE SITE SOURCE LLC

Joshua Livingston
Building Contractor
Complete Site Source LLC
850-572-6907
completesitesource@gmail.com

May 22, 2025

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
clerk@cityofdestin.com

Dear Mr. Bailey,

I submit herewith a proposal to construct the batting cage in response to the Request for Bid 25-04-REC. The performance of this contract is to be performed under my direction as Building Contractor for Complete Site Source. The proposal herewith quantifies our experience as well as our understanding of the project to be respectfully considered when selecting a contractor. Thank you for your diligence in selecting a contractor for a project that will provide facilities for up-and-coming young athletes within the City of Destin.

Sincerely,

Joshua Livingston

Project Approach and Understanding

The City of Destin intends to remove the existing batting cage structure at Morgan Sports center and upgrade to a lighted and covered facility.

City of Destin permits will be accomplished prior to beginning construction. Upon issuance of permit site will be secured with security fence and silt fence. The preexisting batting cage will be taken down and materials will be hauled off to landfill. The new batting cage will be staked and commencement of construction of structure once approved. Footers will be dug with gravel placed in for drainage and 8x8 poles set in place with foundation subcontractor coming in to pour footers and lay slab. Once cured the rafters will be installed followed by roof.

Once structure is in place the electrical will be trenched to pad with a pull box sawcut. Boring company will install 1.5 inch conduit 60' into pull box. Conduit will be routed into electrical room with new circuits pulled to batting cages. Lighting and cable reels will be installed. Slab will be cleaned and prepared to install astro turf with Roberts Pressure Sensitive 6280 adhesive with seams prepared and affixed. Once astroturf adhesive has cured, netting fasteners and cables will be attached, finally net will be hung. Once final inspection is complete as built drawings will be prepared finishing with final acceptance of project.

Our commitment to excellence in providing the highest level of performance on projects is noticed by our perfect track record with multiple municipalities. We are a local contractor committed to providing a service that is sensible as well as sensitive to the environment. As a former local high school athlete and current coach at Destin Little League we understand the importance this project holds in fostering a positive place for athlete and character development.

Relevant experience



ITB 23-011 Floridatown Park Repairs Santa Rosa County

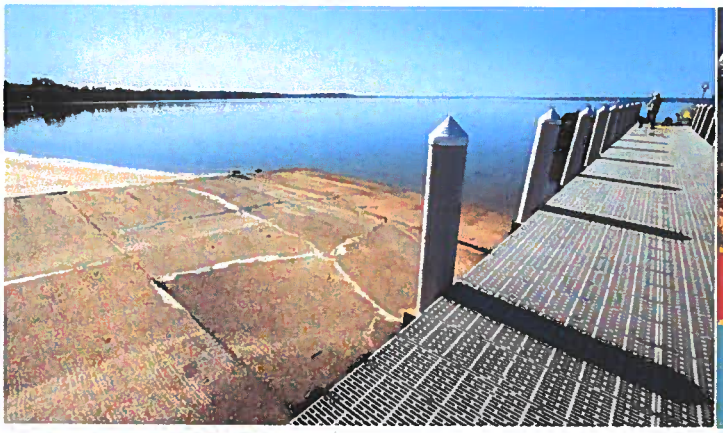
Floridatown Park is a 5.59 acre public park on the intercoastal water with features such as benches, boat ramp, dock, playground, beach, pavilion with restrooms and picnic tables and is located in Santa Rosa County, Florida. Site location is 3900 Floridatown Road Pace, FL 32571 (Lat. 30.581600, Long. -87.160580)

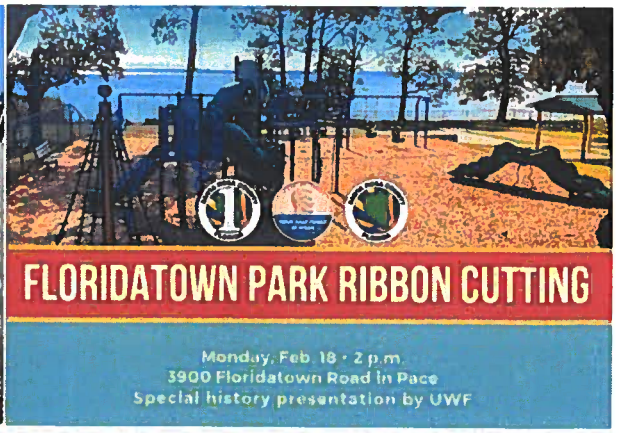
During Hurricane Sally in 2020, the park experienced heavy rains and tidal impacts that causes damage to the dock and park facilities. The south side of the park experienced heavy shoreline erosion, structural damage to the dock, boat ramp, pavilion and playground areas. Damages were documented in January 2021 following the storm event. Funding for emergency repairs is being obtained through FEMA (4564DR-FL).

The proposed improvements will include:

1) Remove and replace damaged dock
2) Repair boat ramp
3) Remove and replace existing damaged miscellaneous asphalt
4) Remove and replace damaged signage and pavement markings
5) Remove debris
6) Re-install fencing
7) Install backfill and erosion protection
8) Install new drainage structure inlets and storm pipe
9) Repair pavilions

Cost of construction: $304,177.08

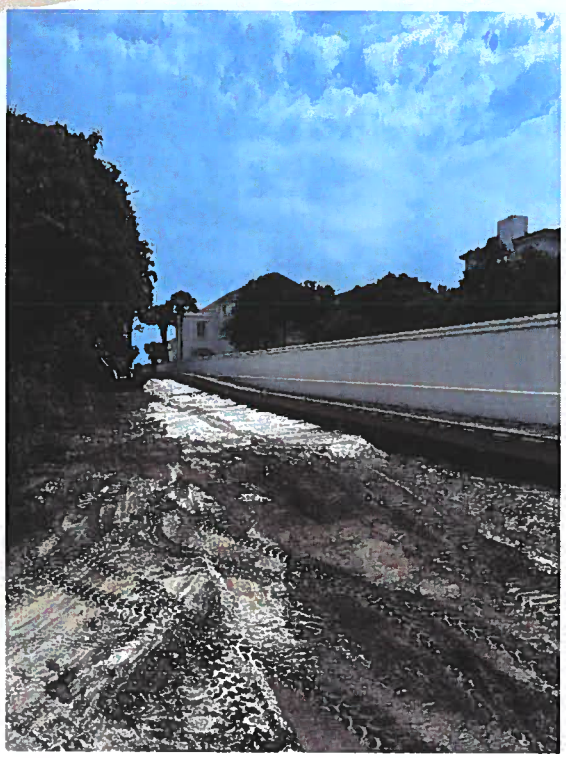






Pelayo Neighborhood Dune Walkover Project ITB 24-06 Walton County

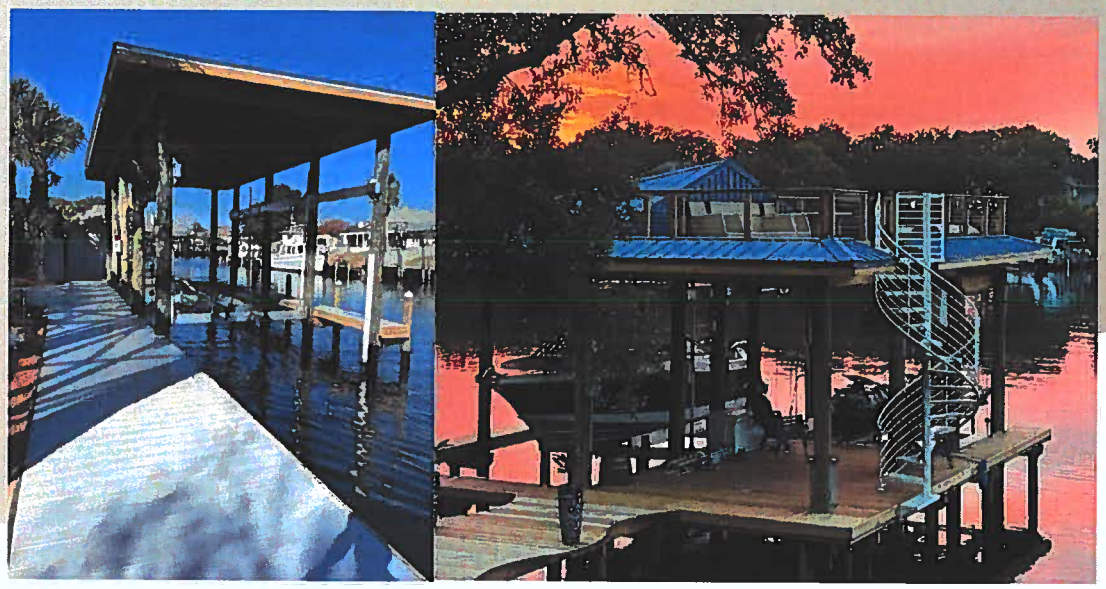
The project includes the demolition of an existing wood boardwalk and reconstruction of a new approximately 420-foot-long boardwalk at the Neighborhood Beach Access at Pelayo. This renovation involves demolishing and rebuilding a concrete and asphalt pad, boardwalk, dune walkover, and removing and replacing signage. Cost of construction: $304,800.22





Various Permitted Boathouses and Pole Barn Construction

Cost of construction: Varies





Organization and Staffing

Don Livingston

Owner and operator, with over 30 years of experience in site work and excavation to include cell phone tower construction, marine construction, grading, grubbing and dredge operations. Possesses class A CDL. Will be a full-time participant as the on-site Supervisor.

Josh Livingston

Contractor with 15 years of project management experience, over 5 years in the Marine Corps, civil service, and 4 years as a Florida licensed Building Contractor. Four years of work in the marine construction industry to include design and development of dredge operations, various successful commercial projects with Santa Rosa and Okaloosa County. Will be a full-time participant as the Project Manager.

Joseph Livingston

Foreman and heavy equipment operator with 6 years of site work experience. To include cell phone tower construction, tower climber, marine construction, grading, grubbing, and dredge operator. Possesses class A CDL.

Brody Roberson

Licensed truck driver and heavy equipment operator. Possesses class A CDL with 4 years' experience driving pump out trucks and operating various pieces of heavy equipment.

Project Roadmap



MILESTONE
Execution of contract and pull appropriate permits

MILESTONE
Site Preperation and construction of batting cage.

MILESTONE
Install netting, turf, and electrical

MILESTONE
Final inspection, as built drawings delivered, acceptance of project

DISASTER RECOVERY AND SECURITY

Complete Site Source is a small, family-owned business with minimal reliance on IT infrastructure. In the event of a disaster that inhibits the use of electronic devices in person planning and strategizing will take place. As such, Complete Site Source website is not utilized for any day-to-day operations. Important files to include plans, strategy, milestones etc. are all kept secure in filing cabinets at two separate physical locations. In the event of a forecasted natural disaster, operations will be halted, site secured, and equipment relocated inland at our storage facility in DeFuniak Springs, FL.

Contractor License

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LIVINGSTON, JOSHUA MICHAEL

COMPLETE SITE SOURCE LLC
212 LAKESIDE LANE
MARY ESTHER FL 32569

LICENSE NUMBER: CBC1264507

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2024

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.

Proof of Insurance

COMPSIT-01 ZDEARMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2025

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	CONTACT NAME:	
Hub International Gulf South 1311 Spring Street, Suite A Gulfport, MS 39507	PHONE (A/C, No, Ext): (228) 897-6700	FAX (A/C, No): (228) 897-6711
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company - Canada	
INSURER B : American Interstate Insurance Company	31895
INSURER C : Federal Insurance Company	20281
INSURER D : Century Surety Company	36951
INSURER E :	
INSURER F :	

INSURED

Complete Site Source, LLC
212 Lakeside Lane
Mary Esther, FL 32569

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			OML512612501	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$ 2,000,000
							LIMITED POLL MA	$ 1,000,000
	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)			AVWCFL3272642025	5/1/2025	5/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Commercial Inland Ma			4547-19-56	10/1/2024	10/1/2025	Scheduled Equipment	671,505
D	Marine - Hull			CCP1214779	5/1/2024	5/1/2025	P&I	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Workers Compensation evidenced on this certificate include Maritime Liability Coverage.

CERTIFICATE HOLDER

The City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

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

Greg Cullom

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Price Sheet

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-04-REC, Morgan's Batting Cage

BIDDER NAME:	Complete Site Source LLC Josh Livingston CBC1264507

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	Mobilization / Demobilization including City Permits	$ 3700.00	$ 3700.00
1.2	LS	1	Demolition of the existing Batting Cage	$ 900.00	$ 900.00
1.3	LS	1	Debris removal of the existing batting cage to the landfill.	$ 900.00	$ 900.00
1.4	LS	1	Construction Area Safety Fencing	$ 450.00	$ 450.00
1.5	LS	1	Construction Staking	$ 200.00	$ 200.00
			SECTION 2 - SITE IMPROVEMENTS		
2.1	LS	1	Batting Cage Structure - S100, S101, S102, S103 and A101, A201	$ 74800.00	$ 74800.00
2.2	LS	2	Batting Cage Netting - Provided and Installed by GC	$ 8562.63	$ 8562.63
2.3	SY	218	Green Artificial Turf - Provided and Installed by GC	$ 7,392.43	$ 7,392.43
2.4	LF	140	Gutters-Downspouts, Splashblock for Batting Cage Roof - A101 & A201	$ 7,296.2	$ 7,296.2
2.5	LS	12	Lighting Fixtures and Installation - E201	$ 3700.00	$ 3700.00
2.6	LS	4	Electrical Power Receptacle Fixtures and Installation - E201	$ 1400.00	$ 1400.00
2.7	LS	1	Conduit runs and Pullboxs from the Concession Stand to new Batting Cage	$ 10200.00	$ 10200.00
2.8	LS	2	New Electrical Breakers in existing	$ 1800.00	$ 1800.00
2.9	LS	1	Concrete Sidewalk Repair	$ 1200.00	$ 1200.00
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LF		Silt Fence	$ 400.00	$ 400.00
3.2	LS		Existing Irrigation System Repair	2500.00	2500.00
3.3	SY		Replacement Damaged or Removed Sodding	$ 2500.00	$ 2500.00
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LF			$	$
4.2	EA			$	$
4.3	LS			$	$
			SECTION 5 - MISCELLANEOUS		
5.1	EA		As-Built Survey and Documentation per Permitting Process	$ 1200.00	$ 1200.00
5.2	EA		Performance Bond	$ 5200.00	$ 5200.00
5.3	EA			$	$
				TOTAL BASE BID:	$ 134,301.26

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
2.2	LS	1	Recommended .42 Netting	$ 2888.00	$ 2888.00
5.2	EA		Cashiers Check Performance Bond	$ 0.00	$ 0.00
				$	$
				TOTAL ALTERNATE BID ITEMS:	$ LESS 10,874.63

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

TURF FACTORY DIRECT

Quotation

Page	1 of 1
Number	TFD-013449-2
Date	5/8/2025
Requisition	
Your ref.	
Our ref.	001730
Quotation deadline	6/7/2025
Payment	Prepaid

Bill To:
PolySport USA
4458 Legendary Way
Ste 40
Destin, FL 32541
USA

Ship to:
Morgan Sports Center
4200 Indian Bayou Trl
Destin, FL 32541
USA

Item number	Description	Quantity	Unit	Sales price	Amount
Turf-Nylspec5mm-15	TFD Nylon Special Padded 5mm - Width: 15' (2) 15x70	2,100.00	SqFt	3.29	6,909.00
TFD-Glue-Kit	Seam Kit - 30'	3.00	EA	69.99	209.97

Sales Info.	Subtotal	Discount	Freight	Net amount	Sales Tax	Round-off	Total
	7,118.97	0.00	0.00	7,118.97	0.00	0.00	7,118.97 USD

05/20/2025

Johnson Roofing Solutions
1383 Jackson Ave ,
Chipley, FL. 32428
Phone: (850) 658-4341

Company Representative
Jesse Ivey
Phone: (850) 532-9901
jesse@johnsonroofingsolutions.com

Josh Livingston
4200 Indian Bayou Trail
Destin, FL 32541
(850) 572-6907

Job: Josh Livingston

8" Box Gutters

Johnson Roofing Solutions proposes to furnish material and perform all labor as follows:

- Install 8" box Gutter (white in color unless otherwise specified on this contract) on all eaves (water runoffs).
- Install inside and outside miters of roof corners as needed.
- Install ledge jumpers on all kick outs of brick or siding types.
- Install 4 Downspouts (2 on Each Side spaced according to roof water drainage.
- Downspouts will be 4x6
- Clean up and haul off all job related debris.

Johnson Roofing Solutions will provide a 10 year workmanship warranty against gutters leaking. Material will have a limited lifetime warranty through the manufacturer.

	Price
Norandex 6" Aluminum Seamless Gutters	$6,633.20

AFSports Aerflo Quote
Q81856

Quoted To
POLYSPORT USA (POWERED BY CONICA)
105 WESTWOOD PLACE SUITE 120
BRENTWOOD, TENNESSEE 37027
UNITED STATES

Phone: 615-499-3624

Ship To
TBD
DESTIN, FLORIDA 32541
UNITED STATES

Customer Reference	Ship Via	Terms	Quote Date
		Credit Card	May 19, 2025

Ln	ItemNo	Item Description	Qty	Unit Price	Total
1	**AL-MISCDROPSHIP**	SNCUSNP-60-B - 12' HIGH X 14' WIDE X 70' LONG - PREMIUM NYLON BATTING CAGE NET - #60 KNOTTED NYLON NETTING, 1 3/4" X 1 3/4" SQUARE MESH, UV TREATED BLACK, ROPED BORDERS AND FLAP DOOR	2 EA	3,220.80	6,441.60
2	**AL-MISCDROPSHIP**	SNCUSNP-42-B - 12' HIGH X 14' WIDE X 70' LONG - PREMIUM NYLON BATTING CAGE NET - #42 KNOTTED NYLON NETTING, 1 3/4" X 1 3/4" SQUARE MESH, UV TREATED BLACK, ROPED BORDERS AND FLAP DOOR ***ALTERNATE #1***	2 EA	3,071.00	6,142.00
3	**AL-MISCDROPSHIP**	SNCUSNP-36-B - 12' HIGH X 14' WIDE X 70' LONG - PREMIUM NYLON BATTING CAGE NET - #36 KNOTTED NYLON NETTING, 1 3/4" X 1 3/4" SQUARE MESH, UV TREATED BLACK, ROPED BORDERS AND FLAP DOOR ***ALTERNATE #2***	2 EA	2,651.56	5,303.12
4	**AL-MISCDROPSHIP**	GT34 PADDED - 15' W X 70' L - POLY YARN - FIELD GREEN	2 EA	3,255.00	6,510.00
5	**AL-MISCDROPSHIP**	W-SN6016 - 1/4" GALVANIZED CABLE - 500' SPOOL	1 EA	283.80	283.80
6	**AL-MISCDROPSHIP**	W-SN6020A - SPRING CLIPS (SET OF 50)	6 EA	44.04	264.24
7	**FREIGHT SPORTS**	FREIGHT SPORTS	1 EA	772.99	772.99

Subtotal	$25,717.75
NON-TAXABLE SALES	$0.00
USD Total	**$25,717.75**

Kyle
Prepared by: _____
Note: Quoted price valid for 30 Days

Important Notice

PRODUCT QUOTE is valid for thirty (30) calendar days.
QUOTED SHIPMENT LEAD TIME is based on current production backlog at time of quotation.
ACTUAL SHIPMENT LEAD TIME is based on production backlog existing at time of approved purchase order entry.

FREIGHT QUOTE is valid for seven (7) calendar days ONLY.
COLLECT AND THIRD PARTY FREIGHT QUOTES are estimates only. Actual freight charges may vary. AER-FLO IS NOT RESPONSIBLE for any additional costs if freight is reclassified by carrier OR if any additional charges are incurred.

AF Sports LLC
901 Deming Way Suite 101
MADISON, WI, 53717 UNITED STATES

www.aerflosports.com
Phone: 800-823-7356

Printed on: 05/19/2025

Page 1 of 1

*****PLEASE NOTE: PROJECTS REQUIRING CUSTOM ENGINEERING ARE ESTIMATES ONLY UNTIL AFTER FINAL ENGINEERED PLANS ARE ACQUIRED*****

28x70x12 Open Pole Barn Installation (Engineered Barn Kit / 150 mph rated/ Engineered Plans Included)
Standard Overhang 12" eave/18" gable
Standard Gable Pitch(s) 4/12 up to 30'
8x8x18 CCA Pressure Treated Posts with rebar included (30-year warranty)
#1 grade 2x6 SYP purlin lumber / 1x6 PT fascia boards
26g COLOR Metal Roofing, Ridge Cap, and Screws (40-year Color Warranty by Baker Metal Works)
Custom-built, heavy-duty angle iron trusses engineered for Florida's 150 mph wind standards **(2"x3/16" Trusses)**
Bagged concrete is included in the quote for professional installations only
Fascia/eave/rake trim included to cover overhang boards for finished look (Color to be decided)
Digital engineered plan set included for permitting
Standard Structural permitting fees included (No additional surveys/eng plans/ additional requirements outside of a typical accessory building permit is included)
($38,000.00)

28x70x4" Concrete Slab (3000 PSI w/fiber, Termite Pretreated, Vapor Barrier, 12x12 Rebar Footers, Machine Finished)
Sandclay back fill included to bring building up to grade up to 8" in fall
($28,900.00) Tax exempt with provided certificate from CITY OF DESTIN

$66,900.00 Total Install of Open Pole Barn w/ trim and Concrete Slab

Estimated Installation Date: **SEPT 2025 depending on PO/deposit date**
(Dependent upon deposit date/custom engineered plans/permit acquisition/weather delays if applicable)

(The quoted price doesn't include the cost of engineered plans (unless specified) or any permitting fees from the building department. These costs will be added to your final cutting is required, or if there are obstacles like trees or stumps delaying the job. **Before construction begins, make sure pole barn corners, property lines and und**

To take the next step or address any questions you may have, please reply to this email promptly or call us directly at 850-676-4903. We are eager to as

We appreciate your business!
Have a blessed day.

BACKWOODS
BUILDINGS & TRUSS LLC
1240 South Blvd, Chipley FL, 32428
(850) 676-4903
www.backwoodsbuildings.net

BORDER STATES

Quote

Quote: 27990103
Sold-To Acct #: 356003
Valid From: 05/09/2025 **To:** 05/16/2025
PO No: CSS DESTIN BATTING CAGE
Payment Terms: PAYMENT CARDS ONLY

Created By: Bryson Y Reeves
Tel No: 850-812-3522
Fax No:

Sequel Electric Supply - FWB
14 Hughes St NE
FORT WALTON BEACH FL 32548-
Phone: 850-664-0121

COD-114-TRADE-TAX
TRADE ACCOUNT
INTERNAL
14 HUGHES ST NE
FT WALTON BCH FL 32548-4405

Inco Terms:
FOB ORIGIN

Ship-to:
CITY OF FORT WALTON BEACH
ATTN ACCOUNTS PAYABLE
107 MIRACLE STRIP PKWY SW
FT WALTON BCH FL 32548-6614

Cust Item	Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	2243871 EPVC - SCH40-1IN-10FT-PVC-COND	350 FT	53.75 / 100	FT	188.13
	000020	2243884 EPVC - SCH80-1IN-10FT-PVC-COND	20 FT	87.65 / 100	FT	17.53
	000030	104298 EPVC - ELB-PN-1-1/2IN-90DEG-STD-SCH40	10 EA	207.41 / 100	EA	20.74
	000040	104741 EPVC - TERM-ADPT-1IN-PVC	5 EA	34.59 / 100	EA	1.73
	000050	1650184 APPT - L300 1IN STL LCKNT	5 EA APPT	0.15 / 1	EA	0.75
	000060	3657850 ELEL - PC1212Z51117 ASSY OB 12X12X12-ELECTRIC	1 EA	265.20 / 1	EA	265.20
	000070	3532585 TOPZ - WB1550 1/2IN 5 HLE WP BX 25PK	6 EA	351.37 / 100	EA	21.08
	000080	2244068 EPVC - SCH40-1/2IN-10FT-PVC-COND	200 FT	30.66 / 100	FT	61.32
	000090	104445 EPVC - CPLG-1/2IN-PVC	20 EA	12.47 / 100	EA	2.49
	000100	3640107 AMFI - CSR501 1/2IN RGD STL 1H STRP	100 EA	0.13 / 1	EA	13.00
	000110	3172331 INT - WP5100C EXTRADUTY IN USE COVER	6 EA	4.97 / 1	EA	29.82
	000120	122532 LEV - CS320-2W TGL 3WY 20A 120/277V WHT CML	2 EA	3.58 / 1	EA	7.16
	000130	3273774 LEV - GFWT2-W 20A WR TR SLIM GFCI	4 EA	17.98 / 1	EA	71.92
	000140	156228 THHN - THHN-10-BLK-19STR-CU-2/500CTN	500 FT	280.73 / 1,000	FT	140.37

Sequel Electric Supply - FWB
14 Hughes St NE
FORT WALTON BEACH FL 32548-
Phone: 850-664-0121

Quote

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000150	156230 THHN - THHN-10-RED-19STR-CU-2/500CTN	500 FT	280.73 /	1,000	FT	140.37
	000160	156231 THHN - THHN-10-GRN-19STR-CU-2/500CTN	1,000 FT	280.72 /	1,000	FT	280.72
	000170	156229 THHN - THHN-10-WHT-19STR-CU-2/500CTN	1,000 FT	280.72 /	1,000	FT	280.72
	000180	155469 THHN - THHN-12-BLK-SOL-CU-4/500CTN	1,000 FT	171.33 /	1,000	FT	171.33
	000190	156029 THHN - THHN-12-WHT-19STR-CU-4/500CTN	1,000 FT	183.53 /	1,000	FT	183.53
	000200	155639 THHN - THHN-12-GRN-SOL-CU-4/500CTN	1,000 FT	171.33 /	1,000	FT	171.33
	000210	127961 IDE - 30-452 452 RED WING-NUT WIRECONN 100/BOX	100 PC	185.18 /	1,000	PC	18.52
	000220	1979774 ZALT - QOB120 1P 120V 20A BLTON ZALT SQD I WILL NOT BE ABLE TO SOURCE THIS, BUT THIS IS A ROUGH INTERNET PRICE.	2 EA	15.00 /	1	EA	30.00
	000230	- 96-4-L110-850-HIAFR-DIM-UNV ESTIMATED LEAD TIME 6-8 DAYS PLUS FREIGHT	12 EA	223.13 /	1	EA	2,677.56

Total $			4,795.32
State Tax $	0.000 %	0.00	
County Tax $	0.000 %	0.00	
Local Tax $	0.000 %	0.00	
Other Tax1 $	0.000 %	0.00	
Other Tax2 $	0.000 %	0.00	
Other Tax3 $	0.000 %	0.00	
Tax Subtotal $	0.000 %		0.00
Net Amount $			**4,795.32**

To access Border States Terms and Conditions of Sale, please go to https://www.borderstates.com

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Marathon Electrical Contractors

Date: 05/09/2025

Attention: Complete site source
Josh Livingston

RE: Morgan sports center batting cage
Destin, FL

We are pleased to provide you with a quotation on the above referenced project and look forward to working with you. Budget is based on the following scope.

Scope: Install electrical circuits and devicing according to site plans.

- Install conduit to run from existing electrical panel. The conduit will run through public restroom and penetrate to exterior of sport center building.
- Install junction box for conduit to terminate into. From junction box, install (2) separate conduits to be installed in trench leading to batting cages.
- Install dedicated circuit for receptacles in one raceway and lighting in the other .
- Install junction box at batting cage for previously ran circuits to terminate into.
- Install raceways to leave junction box and travel to device locations.
- Install boxes for devicing/connections. Terminate raceways and install wire to feed all device/fixture locations.
- Install all light fixtures and devices and make wire connections.
- Test and verify correct voltage/funcion of all electrical devicing.

Inclusions:

Any required permitting.
All applicable taxes.
Insurance
Work to be performed during standard 40 hour/work week.

Exclusions:

Energized work
Temporary Power/Lighting
Landscape repair
Trenching, back-fill, and compaction
Provision of materials

Equipment:	$	-
Material:	$	-
Labor:	$	8,640.00
Total:	***$***	***8,640.00***

Quote is valid for 30 days from date of submission.

Sincerely,
Lucas York
Gulf Coast Service Manager
lmyork@marathonelectrical.com
C: 850-758-5566

Based on the cost provided below, the permit fee would be approximately $1275.



Florida Product Approval

FL 10094.11 Product: RIB Min. 29GA Over 15/32" Plywood — Non-Structural Application — Non-HVHZ

36" wide 80ksi ¾" tall rib @ 9" o.c. thru fastened

Substrate: Over one layer of shingle (optional) over 15/32" APA plywood over supports 24" max o.c. Corrosion Resistant Fastener #9-15 HWH Woodgrip® w/ sealing washer or approved equal thru panel flat, ¾" min penetration through plywood. Min. slope shall comply w/ CURRENT FBC. For slopes less than 3:12, sealant must be used in panel side laps.

**Design Pressure:	Fastener Pattern:	Fastener Spacing:
-71.0 PSF	9" – 9" – 9" – 9"	@ 24" o.c.
-108.5 PSF	6.5" – 2.5" – 6.5" – 2.5" – 6.5" – 2.5" – 6.5" – 2.5"	@ 24" o.c.

FL 10094.12 Product: Tuff-Rib 26GA over 2 x 6 SYP Wood Treated Purlins — Non-Structural Application — Non-HVHZ

36" wide ¾" tall rib

Substrate: Min. No 2 SYP wood treated purlins spaced max. 24" o.c. Corrosion Resistant Fastener: #10 x min. 1-1/2" HWH fasteners with ½" bonded sealing washers fastened adjacent to each major rib, to penetrate through the panels and embed fully into the wood purlins.

**Design Pressure:	Fastening Pattern:	Fastener Spacing:
- 52.5 PSF	9" – 9" – 9" – 9"	@ 24" o.c.
- 67.5 PSF	6.5" – 2.5" – 6.5" – 2.5" – 6.5" – 2.5" – 6.5" – 2.5"	@ 24" o.c.

***DESIGN PRESSURE INCLUDES A SAFETY MARGIN OF 2:1**

REFERENCE DATA:

Force Engineering & Testing (TST-5328)	#234-0063T-07 D-F	TAS 125-03 UL 580-94[1]/1897-98[2]
Farabaugh Engineering & Testing (TST-1654)	#T128-07	TAS 100-95
	#T272-08	TAS 100-95
PRI Construction Materials Technologies (TST-5878)	#VLS-004-02-01	TAS 110-00 (G26/B117 (G155/B117)
	#VLS-005-02-01	TAS 110-00 (G26/B117 (G155/B117)
Force Engineering & Testing (TST-5328)	#234-0063T-07 A-C	TAS 125-03 UL 580-94[1]/1897-98[2]
Farabaugh Engineering & Testing (TST-1654)	#T126-07	TAS 100-95
	#T270-08	TAS 100-95
PRI Construction Materials Technologies (TST-5878)	#VLS-004-02-01	TAS 110-00
	#VLS-005-02-01	TAS 110-00
Force Engineering & Testing (TST-5328)	#234-0063T-07 M-O	TAS 125-03 UL 580-94[1]/1897-98[2]
Farabaugh Engineering & Testing (TST-1654)	#T130-07	TAS 100-95
	#T215-08	TAS 100-95
PRI Construction Materials Technologies (TST-5878)	#VLS-004-02-01	TAS 110-00 (G26/B117 (G155/B117)
	#VLS-005-02-01	TAS 110-00 (G26/B117 (G155/B117)
Force Engineering & Testing (TST-5328)	#234-0425T-07 A, B	UL 580-94[1]/1897-98[2]
	#234-0016T-09 G	UL 580-94[1]/1897-98[2]
Force Engineering & Testing (TST-5328)	#234-0016T-09 B, C	UL 580-94[1]/1897-98[2]
Force Engineering & Testing (TST-5328)	#234-0049T-11 B	FM 4471-95[3]
Force Engineering & Testing (TST-5328)	#234-0016T-09 D, E	UL 580-94[1]/1897-98[2]
Force Engineering & Testing (TST-5328)	#234-0016T-09 F, G	UL 580-94[1]/1897-98[2]
Force Engineering & Testing (TST-5328)	#194-0134T-11	FM 4471-95[3]
Force Engineering & Testing (TST-5328)	#234-0063T-07 J-L	TAS 125-03 UL 580-94[1]/1897-98[2]
Farabaugh Engineering & Testing (TST-1654)	#T129-07	TAS 100-95
	#T273-08	TAS 100-95
PRI Construction Materials Technologies (TST-5878)	#VLS-004-02-01	TAS 110-00 (G26/B117 (G155/B117)
	#VLS-005-02-01	TAS 110-00 (G26/B117 (G155/B117)
Force Engineering & Testing (TST-5328)	#234-0063T-07 G-I	TAS 125-03 UL 580-94[1]/1897-98[2]
Farabaugh Engineering & Testing (TST-1654)	#T132-07	TAS 100-95
	#T271-08	TAS 100-95
PRI Construction Materials Technologies (TST-5878)	#VLS-004-02-01	TAS 110-00 (G26/B117 (G155/B117)
	#VLS-005-02-01	TAS 110-00 (G26/B117 (G155/B117)
Force Engineering & Testing (TST-5328)	#234-0261T-07 C, D	UL 580-94[1]/1897-98[2]
Force Engineering & Testing (TST-5328)	#234-0049T-11 C	FM 4471-92
Force Engineering & Testing (TST-5328)	#234-0261T-07 A, B	UL 580-94[1]/1897-98[2]
Force Engineering & Testing (TST-5328)	#234-0049T-11 C	FM 4471-95[3]
PRI Construction Materials Technologies (TST-5878)	#FAE-027-02-01	ASTM E 8-13
PRI Construction Materials Technologies (TST-5878)	#FAE-027-02-01	ASTM E 1592-05

OPTION: SYP 1X4 MAY BE ATTACHED OVER PLYWOOD. SAME FASTENENING AND PENETRATION INTO PLYWOOD SUBSTRATE 3/8"

REQUEST FOR PROPOSALS
RFB NO. 25-04-REC
BATTING CAGE AT MORGAN SPORTS CENTER

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☒
2	Cover Sheet	Must include RFB NO. #25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER	☒
3	Table of Contents		☒
4	Transmittal Letter	See 7.4.c.	☒
5	Form NO. 1	Bidder Qualification Statement	☒
6	Form NO. 2	Public Entity Crime Form	☒
7	Form NO. 3	Drug Free Workplace Certification Form	☒
8	Form NO. 4	Bid Bond Form	☒
9	Form NO. 5	Anti-Human Trafficking Affidavit	☒
10	Form NO. 6	Anti-Collusion Statement	☒
11	Proof of Insurance	See 4.3 Insurance Requirements	☒
12	Addenda Acknowledgement Form		☒
13	Price Proposal Sheet		☒
14	W-9		☒
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☒

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☒
2			

RFB NO. 25-04-REC
ATTACHMENT NO. 1
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 Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Name: Complete Site Source, LLC

Address: 212 Lakeside Ln.

City, State, Zip: Mary Esther, FL 32569

Telephone No.: 850- 572- 6907

Email: Completesitesource@gmail.com

___Corporation
___Partnership
X Individual
___Other

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 bidder is:

   Complete Site Source, LLC

   The address of the principal place of business is:

   212 Lakeside Ln.

   Mary Esther, FL 32541

2. If 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 bidder is an individual or a partnership, answer the following:

a. Date of organization: 9-5-19

b. Name, address and ownership units of all partners:

Don Livingston
212 Lakeside Ln.
Mary Esther, FL 32569

c. State whether general or limited partnership: _____

4. If bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If 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?

6 yrs

a. 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.

Complete Site Source, LLC - L19000224980

Josh Livingston - Contractor - CBC1264507

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)

Don Livingston - Owner

Josh Livingston - Contractor

Joe Livingston - Foreman

10. State the name of the individual who will have personal supervision of the work:

Josh Livingston

11. State the name and address of attorney, if any, for the business of the 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 bidder's business and indicate the percentage owned of each such business and/or individual:

Don Livingston - Owner 100%

212 Lakeside Ln. Mary Esther, FL 32569

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

_____

_____

_____

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	2 million
b.	Non-Governmental Related Work	2.5 million
c.	**Total of a. and b.**	4.5 million

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
Navy Federal Credit Union	251 Mary Esther Blvd. Ste. C1 Mary Esther, FL 32569	888-842-6328

16. What will be your turnaround time for written responses to City inquiries?

Same day

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

Ø

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the 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.

Ø

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the bidder, its principals or officers or predecessors' organization(s) were defendants.

Ø

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB 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 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.

Ø

21. Has the 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 bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the 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) Contractor

Subscribed and sworn to before me

This 20 day of May, 2025

_____
Notary Public (Signature)

VICKY DUNCAN
Notary Public-State of Florida
Commission # HH 524468
My Commission Expires
May 07, 2028

My Commission Expires: May 7, 2028

END OF SECTION

RFB NO. 0125-04-REC
ATTACHMENT NO. 2
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 Batting Cage At Morgan Sports Center RFB 25-04-REC

2. This sworn statement is submitted by Complete Site Source, LLC whose business address is 212 Lakeside Ln. Mary Esther, FL 32569

and (if applicable) Federal Employer Identification Number (FEIN) is 90-2225976 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Josh Livingston and my relationship to the entity named above is Contractor

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.)

_____ Date: 5-20-25

(Signature)

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 20 day of May, 2025, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:
May 7, 2028 END OF SECTION

VICKY DUNCAN
Notary Public-State of Florida
Commission # HH 524468
My Commission Expires
May 07, 2028

RFB NO. 24-02-REC
ATTACHMENT NO. 3
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: Complete Site Source, LLC

ADDRESS: 212 Lakeside Ln.

CITY: Mary Esther STATE: FL ZIP CODE: 32541

TELEPHONE NUMBER: 850/572-6907

SIGNATURE: _____ DATE: 5-22-25

NAME (TYPED OR PRINTED): Josh Livingston

TITLE: Contractor

END OF SECTION

RFB NO. 0125-04-REC
ATTACHMENT NO. 4
BID BOND

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:_____ add email

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _B _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the 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 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 **RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the 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 and Contract Documents.

2. This obligation shall be null and void if:
   - 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
   - All bids are rejected by Owner, or
   - 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) if any time is specified.

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 state 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):

_____

By:_____(L.S.)

Title:_____

Attest: _____

Signature and Title

Surety (Print Full Name):

_____

(Seal) Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Title:_____

Attest: _____

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

RFB NO. 25-04-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Josh Livingston (insert name) as Contractor (insert title) on behalf of Complete Site Source, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Complete Site Source, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Complete Site Source, LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF Florida
COUNTY OF Okaloosa

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Joshua Livingston as Contractor on behalf of Complete Site Source, who is personally known to me or who produced Driver's License as identification this 20 day of May, 2025

Notary Public

(Notary Seal)

VICKY DUNCAN
Notary Public-State of Florida
Commission # HH 524468
My Commission Expires
May 07, 2028

RFB NO. 25-04-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

Complete Site Source, LLC
Bidder's Company Name

212 Lakeside Ln
Address

Mary Esther, FL 32569
City, State, ZIP

850-572-6907
Phone #

90-2225976
Federal ID # or SS #

Authorized Signature

Josh Livingston
Authorized Signatory (Print Name)

Contractor
Title

Completesitesource@gmail.com
Email

RFB NO. 25-04-
REC EXHIBITS

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Exhibit B - Plan Sheets

Bidder shall use paper copy provided on next page.

PART III Certifications:

In accordance with your REQUEST FOR BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Josh Livingston
(Print or Type)

Signature: _____

Date of Bid: 5-22-25

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

COMPSIT-01 ZDEARMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2025

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	CONTACT NAME:	
Hub International Gulf South 1311 Spring Street, Suite A Gulfport, MS 39507	PHONE (A/C, No, Ext): (228) 897-6700	FAX (A/C, No): (228) 897-6711
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great American Insurance Company - Canada	
INSURED	INSURER B : American Interstate Insurance Company	31895
Complete Site Source, LLC 212 Lakeside Lane Mary Esther, FL 32569	INSURER C : Federal Insurance Company	20281
	INSURER D : Century Surety Company	36951
	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			OML512612501	6/1/2024	6/1/2025	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
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIMITED POLL MA	$ 1,000,000
	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			AVWCFL3272642025	5/1/2025	5/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Commercial Inland Ma			4547-19-56	10/1/2024	10/1/2025	Scheduled Equipment	671,505
D	Marine - Hull			CCP1214779	5/1/2024	5/1/2025	P&I	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Workers Compensation evidenced on this certificate include Maritime Liability Coverage.

CERTIFICATE HOLDER

The City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

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

Greg Cullom

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS RFB NO. 25-04-REC
DESTIN MORGAN SPORTS CENTER BATTING CAGES

MAY 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

The City received the questions from a potential bidders with respect to the City's RFB NO. 25-04-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

1. The contractor should determine best method for delivery and installation of materials required, including concrete.
2. Yes, the general contractor will be responsible for pulling permits at their cost.
3. Contract duration will be 90 days from NTP
4. Start date will be mid-July or later
5. Liquidated damages will be $250 a day
6. No bid bond is required
7. A performance and payment bond will be required
8. Total budget is approximately $85,000
9. Engineer's estimate is approximately $82,400
10. Construction area will be closed to the public
11. Contractor is responsible for fencing/barriers needed to secure the site
12. Laydown site can be coordinated with the city and will be at Morgan Sports Center property
13. Plan set provided is all that we have available
14. No specific type of netting is required, black, no bigger than 1 ¾" mesh, #62 gauge minimum, provide specs with quote (project description sheet)
15. Contractor responsible for demolition of any existing structure and removal of debris from the site
16. Contractor is responsible for restabilizing the permanent grassing
17. No protective measures are required
18. Artificial turf - Face weight 34 oz. – Yarn Type: Poly – height ½" – Backing 5mm. Contractor to submit a product specification. (product description sheet) With a quote.
19. Sidewalk repair noted in item 2.9 is referring to the area north of the proposed maintenance facility, where utility connections are proposed to be extended through the existing parking area, area called out on Sheet CO2 of the plan set
20. Silt fence should be installed at property boundaries or down gradient areas to ensure sedimentation is contained on the project site.
21. Unit price to repair irrigation damaged during construction.
22. Unit price to replace sodding if damaged during construction

23. See attached soils information for the site. It is anticipated groundwater will be deeper than 80 inches from the existing grade
24. See attached cord reel info, power requirement will be 30 amp circuit

The bid opening date for RFB 25-04-REC remains May 22, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

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

Receipt of Addendum No. 1 is hereby acknowledged:

Josh Livingston
Print Name

Signature

5-20-25
Date

Price Sheet

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-04-REC, Morgan's Batting Cage

BIDDER NAME:	Complete Site Source LLC Josh Livingston CBC1264507

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	Mobilization / Demobilization including City Permits	$ 3700.00	$ 3700.00
1.2	LS	1	Demolition of the existing Batting Cage	$ 900.00	$ 900.00
1.3	LS	1	Debris removal of the existing batting cage to the landfill.	$ 900.00	$ 900.00
1.4	LS	1	Construction Area Safety Fencing	$ 450.00	$ 450.00
1.5	LS	1	Construction Staking	$ 200.00	$ 200.00
			SECTION 2 - SITE IMPROVEMENTS		
2.1	LS	1	Batting Cage Structure - S100, S101, S102, S103 and A101, A201	$ 74800.00	$ 74800.00
2.2	LS	2	Batting Cage Netting - Provided and Installed by GC	$ 8562.63	$ 8562.63
2.3	SY	218	Green Artificial Turf - Provided and Installed by GC	$ 7,392.43	$ 7,392.43
2.4	LF	140	Gutters-Downspouts, Splashblock for Batting Cage Roof - A101 & A201	$ 7,296.2	$ 7,296.2
2.5	LS	12	Lighting Fixtures and Installation - E201	$ 3700.00	$ 3700.00
2.6	LS	4	Electrical Power Receptacle Fixtures and Installation - E201	$ 1400.00	$ 1400.00
2.7	LS	1	Conduit runs and Pullboxs from the Concession Stand to new Batting Cage	$ 10200.00	$ 10200.00
2.8	LS	2	New Electrical Breakers in existing	$ 1800.00	$ 1800.00
2.9	LS	1	Concrete Sidewalk Repair	$ 1200.00	$ 1200.00
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LF		Silt Fence	$ 400.00	$ 400.00
3.2	LS		Existing Irrigation System Repair	2500.00	2500.00
3.3	SY		Replacement Damaged or Removed Sodding	$ 2500.00	$ 2500.00
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LF			$	$
4.2	EA			$	$
4.3	LS			$	$
			SECTION 5 - MISCELLANEOUS		
5.1	EA		As-Built Survey and Documentation per Permitting Process	$ 1200.00	$ 1200.00
5.2	EA		Performance Bond	$ 5200.00	$ 5200.00
5.3	EA			$	$
				TOTAL BASE BID:	$ 134,301.26

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
2.2	LS	1	Recommended .42 Netting	$ 2888.00	$ 2888.00
5.2	EA		Cashiers Check Performance Bond	$ 0.00	$ 0.00
				$	$
				TOTAL ALTERNATE BID ITEMS:	$ LESS 10,874.63

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Don C Livingston III

2 Business name/disregarded entity name, if different from above
Complete Site Source

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

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
212 Lakeside Ln

Requester's name and address (optional)

6 City, state, and ZIP code
Mary Esther FL 32569

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
90-2225976

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-1-25

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Contractor License

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LIVINGSTON, JOSHUA MICHAEL

COMPLETE SITE SOURCE LLC
212 LAKESIDE LANE
MARY ESTHER FL 32569

LICENSE NUMBER: CBC1264507

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2024

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.

REQUEST FOR PROPOSALS
RFB NO. 25-04-REC
BATTING CAGE AT MORGAN SPORTS CENTER

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☑
5	Form NO. 1	Bidder Qualification Statement	☑
6	Form NO. 2	Public Entity Crime Form	☑
7	Form NO. 3	Drug Free Workplace Certification Form	☑
8	Form NO. 4	Bid Bond Form N/A per Addendum	☑
9	Form NO. 5	Anti-Human Trafficking Affidavit	☑
10	Form NO. 6	Anti-Collusion Statement	☑
11	Proof of Insurance	See 4.3 Insurance Requirements	☑
12	Addenda Acknowledgement Form		☑
13	Price Proposal Sheet		☑
14	W-9		☑
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
2			

406 S. Waukesha St. Bonifay, FL 32425
General Contractor License# CGC1517549
Roofing License# CCC1334154

Cover Sheet

Holley Development Corporation Bid
RFB NO. #25-04-REC
Batting Cage at Morgan Sports Center

406 S. Waukesha St. Bonifay, FL 32425
General Contractor License# CGC1517549
Roofing License# CCC1334154

Table of Contents

Transmittal Letter

Form NO. 1

Form NO. 2

Form NO. 3

Form NO. 4

Form NO. 5

Form NO. 6

Proof of Insurance

Addenda Acknowledgement Form

Price Proposal Sheet

W-9

Proof of Licensing

406 S. Waukesha St. Bonifay, FL 32425
General Contractor License# CGC1517549
Roofing License# CCC1334154

Holley Development Corporation
406 S Waukesha St
Bonifay, FL 32425
850-768-4477
tara@hdcorp.us

To:
City of Destin

Re: Letter of Transmittal – RFB NO 25-04-Rec: Batting Cage Construction Project

Dear Council,

Holley Development Corporation is pleased to submit our response to **RFB NO 25-04-Rec** for the construction of a **batting cage facility**. We appreciate the opportunity to participate in this important project and are fully committed to delivering exceptional results with the professionalism, craftsmanship, and timeliness for which our company is known.

Commitment to Perform the Work

Holley Development Corporation commits to executing all aspects of the project with the highest standards of safety, quality, and integrity. With nearly two decades of construction experience in Florida, we understand the importance of staying on schedule, communicating clearly, and exceeding expectations. Our team is ready to mobilize immediately upon award and has the resources, personnel, and expertise to complete the project on time and within budget.

Understanding of the Work and Project Approach

This project involves the design and construction of a durable, safe, and regulation-compliant batting cage that will serve the community and local athletes for years to come. Our proposed approach includes:

- **Pre-construction Coordination**: Site review, permitting assistance, and client collaboration to confirm all specifications.

- **Construction Plan**: Efficient execution including groundwork, structural framing, net installation, surfacing, and final inspection.
- **Quality Control & Safety**: Regular inspections, compliance with all applicable codes, and adherence to OSHA safety standards.

Notional Schedule

Phase	Duration (Estimated)	Timeline
Site Mobilization & Prep	1 week	Week 1
Structural Framing & Concrete	2 weeks	Weeks 2–3
Netting, Turf, and Fixtures	1 week	Week 4
Final Inspection & Handover	1 week	Week 5

Note: Schedule may be adjusted based on permitting or weather delays. We will proactively manage and communicate any changes.

Assumptions, Contingencies, and Mitigation Factors

Assumptions:

- Access to the site will be granted as scheduled.
- No unforeseen subsurface conditions exist.
- Materials are available without significant supply chain delays.

Contingencies:

- Weather-related delays will be mitigated by flexible crew scheduling.
- Any scope changes will be addressed through a transparent change order process.

Mitigation:

- Early procurement of materials to avoid supply delays.
- Use of experienced subcontractors and in-house oversight to maintain schedule.

Why Holley Development is the Best Qualified Firm

We believe Holley Development Corporation is uniquely positioned to deliver outstanding results for this project due to:

- **Proven Experience**: Nearly 20 years in the construction industry with successful projects across recreational and municipal infrastructure.

- **Owner-led Oversight**: Our owners, Jason and Liz Holley, are hands-on in every project, ensuring accountability and attention to detail.
- **Reputation for Integrity**: Known for reliability, honesty, and high-quality work across Florida.
- **Capacity & Resources**: A fully equipped team with a trusted network of subcontractors and suppliers.

Thank you for your consideration. We are excited about the opportunity to contribute to your facility and support the recreational needs of the community. Should you have any questions or require additional information, please do not hesitate to contact me directly at 813-304-9767 or jason@hdcorp.us.

Sincerely,

Jason Holley

Jason Holley
Holley Development Corporation
www.hdcorp.us

RFB NO. 25-04-REC
ATTACHMENT NO. 1
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 Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

✓ Corporation

Name: Holley Development Corporation

___ Partnership

Address: 406 S. Waukesha St.

___ Individual

City, State, Zip: Bonifay, FL 32425

___ Other

Telephone No.: 850-768-4477

Email: jason@hdcorp.us

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 bidder is:

Holley Development Corporation

The address of the principal place of business is:

406 S. Waukesha St.
Bonifay, FL 32425

2. If bidder is a corporation, answer the following:

a. Date of Incorporation: 1/6/2006

b. State of Incorporation: Florida

c. President's name: Elizabeth Holley

d. Vice President's name: Tommy Jason Holley

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: Tommy Jason Holley
1059 Wilcox Crossing Rd.
Bonifay, FL 32425

3. If 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 bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

_____

_____

5. If 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

a. 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.

CGC1517549 General Contractor

CCC 1334154 Roofing

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)

Holley Development Corporation has over 19 years experience in government, commercial, and residential construction. See attached for recent jobs.

10. State the name of the individual who will have personal supervision of the work:

Jason Holley

11. State the name and address of attorney, if any, for the business of the 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 bidder's business and indicate the percentage owned of each such business and/or individual:

Elizabeth Holley 51% 406 S. Waukesha St. Bonifay, FL 32425

Tommy Holley 49% same address

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

Holley Development Corporation
406 S. Waukesha St.
Bonifay, FL 32425

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	7
b.	Non-Governmental Related Work	7
c.	**Total of a. and b.**	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
Regions	862 Main St. Chipley, FL 32428	850-239-9900

16. What will be your turnaround time for written responses to City inquiries?

1 business day

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the 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 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 bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB 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 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.

N/A

21. Has the 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 bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the 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) Elizabeth Holley

(Title) President

Subscribed and sworn to before me

This 21 day of May, 20 25

KATHY HEINRICH
Notary Public - State of Florida
Commission # HH 143589
My Comm. Expires Jun 17, 2025
Bonded through National Notary Assn.

Kathy Heinrich
Notary Public (Signature)

My Commission Expires: 6-17-25

END OF SECTION

Holley Development Corporation Projects

Project	Location	Contract Amount	Summary of Project	Year Completed
Ponce De Leon Clinic	Ponce De Leon, FL	1,600,000	Construct a new clinic, reroof the gym	2025
Grace Church	Cape Coral, Fl	5,400,000	New Roof, Repairs to buildings	2024
Majette Park	Majette Park, FL	479,343	Construct Admin Building	2021
Walton County Rd. Dept	Walton County, Fl	332,500	Construct Road Dept Building	2021
Thomas Drive Bridge	Bonifay, Fl	465,818	Construct Bridge	2021
Horizon South	Panama City Beach, FL	3,458,103	Reroof	2020

RFB NO. 0125-04-REC
ATTACHMENT NO. 2
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 Holley Development Corporation whose business address is 406 S. Waukesha St. Bonifay, FL 32425 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4040794 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is Elizabeth Holley 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.)

Elizabeth Holley Date: 5/21/25

(Signature)

STATE OF FLORIDA
COUNTY OF Holmes

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 21 day of MAY, 2025, and is personally known to me, or has provided as identification.

Kathy Heinrich
Notary Public

My Commission expires: 6-17-25

KATHY HEINRICH
Notary Public - State of Florida
Commission # HH 143589
My Comm. Expires Jun 17, 2025
Bonded through National Notary Assn.

END OF SECTION

RFB NO. 24-02-REC
ATTACHMENT NO. 3
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: Holley Development Corporation

ADDRESS: 406 S. Waukesha St.

CITY: Bonifay STATE: FL ZIP CODE: 32425

TELEPHONE NUMBER: 850-768-4477

SIGNATURE: Elizabeth Holley DATE: 5/21/25

NAME (TYPED OR PRINTED): Elizabeth Holley

TITLE: President

END OF SECTION

RFB NO. 0125-04-REC
ATTACHMENT NO. 4
BID BOND

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: Holley Development Corporation

ADDRESS: 406 S. Waukesha St.

CITY: Bonifay STATE: FL ZIP CODE: 32425

TELEPHONE NUMBER: 850-768-4477 add email lizholley@hdcorp.us

SIGNATURE: Elizabeth Holley DATE: 5/21/25

NAME (TYPED OR PRINTED): Elizabeth Holley

TITLE: President

END OF SECTION

BID BOND SECTION N/A per Addendum

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _B _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the 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 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 **RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the 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 and Contract Documents.

2. This obligation shall be null and void if:
   - 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
   - All bids are rejected by Owner, or
   - 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) if any time is specified.

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 state court of competent jurisdiction located in the state in which the Project is located.

N/A per Addendum

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):

_____

By:_____(L.S.)

Title:_____

Attest: _____

Signature and Title

Surety (Print Full Name):

_____

(Seal) Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Title:_____

Attest: _____

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

RFB NO. 25-04-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Elizabeth Holley (insert name) as President (insert title) on behalf of Holley Development Corporation (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Holley Development Corporation (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Holley Development Corporation (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Elizabeth Holley
Printed Name: Elizabeth Holley
Title: President
Nongovernmental entity: Holley Development Corporation
Date: 5/21/25

STATE OF Florida
COUNTY OF Holmes

SWORN TO AND SUBSCRIBED before me X in person or ____ remote notarization by Elizabeth Holley as President on behalf of Holley Development Corporation who is personally known to me or who produced ____ as identification this 21st day of May, 2025.

Kathy Heinrich
Notary Public

(Notary Seal)

KATHY HEINRICH
Notary Public - State of Florida
Commission # HH 143589
My Comm. Expires Jun 17, 2025
Bonded through National Notary Assn.

RFB NO. 25-04-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

Holley Development Corporation
Bidder's Company Name

406 S. Waukesha St.
Address

Bonifay, FL 32425
City, State, ZIP

850-768-4477
Phone #

20-4040794
Federal ID # or SS #

Elizabeth Holley
Authorized Signature

Elizabeth Holley
Authorized Signatory (Print Name)

President
Title

liz holley@hdcorp.us
Email

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2024

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	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Holley Development Corporation 406 S Waukesha St Bonifay, FL 32425	INSURER A : State National Insurance Company, Inc.	12831
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 845761748 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			NXTN9VJEGL-03-GL	06/29/2024	06/29/2025	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Errors and Omissions			NXTN9VJEGL-03-GL	06/29/2024	06/29/2025	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

Proof of Insurance.

CERTIFICATE HOLDER

Holley Development Corporation
406 S Waukesha St
Bonifay, FL 32425

LIVE CERTIFICATE

Click or scan to view

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

Ann Ryan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/2/2024

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
SUNZ Insurance Solutions, LLC. ID: (TLR)
c/o TLR of Bonita, Inc
700 Central Ave, Suite 500
St. Petersburg, FL 33701

CONTACT NAME: Workers' Comp Department
PHONE (A/C, No, Ext): 727-520-7676 x 3 **FAX (A/C, No):** 727-525-3862
E-MAIL ADDRESS: certs@encorehr.com

INSURER(S) AFFORDING COVERAGE | **NAIC #**
INSURER A : SUNZ Insurance Company | 34762
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
TLR of Bonita, Inc dba EnterpriseHR
700 Central Avenue Suite 500
St. Petersburg FL 33701

COVERAGES **CERTIFICATE NUMBER:** 81289158 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	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)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC039-00001-024	6/1/2024	6/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A						E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Holley Development Corporation
Client Effective: 11/16/2015

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
Rick Leonard

The ACORD name and logo are registered marks of ACORD

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS RFB NO. 25-04-REC
DESTIN MORGAN SPORTS CENTER BATTING CAGES

MAY 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

The City received the questions from a potential bidders with respect to the City's RFB NO. 25-04-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

1. The contractor should determine best method for delivery and installation of materials required, including concrete.
2. Yes, the general contractor will be responsible for pulling permits at their cost.
3. Contract duration will be 90 days from NTP
4. Start date will be mid-July or later
5. Liquidated damages will be $250 a day
6. No bid bond is required
7. A performance and payment bond will be required
8. Total budget is approximately $85,000
9. Engineer's estimate is approximately $82,400
10. Construction area will be closed to the public
11. Contractor is responsible for fencing/barriers needed to secure the site
12. Laydown site can be coordinated with the city and will be at Morgan Sports Center property
13. Plan set provided is all that we have available
14. No specific type of netting is required, black, no bigger than 1 ¾" mesh, #62 gauge minimum, provide specs with quote (project description sheet)
15. Contractor responsible for demolition of any existing structure and removal of debris from the site
16. Contractor is responsible for restabilizing the permanent grassing
17. No protective measures are required
18. Artificial turf - Face weight 34 oz. – Yarn Type: Poly – height ½" – Backing 5mm. Contractor to submit a product specification. (product description sheet) With a quote.
19. Sidewalk repair noted in item 2.9 is referring to the area north of the proposed maintenance facility, where utility connections are proposed to be extended through the existing parking area, area called out on Sheet CO2 of the plan set
20. Silt fence should be installed at property boundaries or down gradient areas to ensure sedimentation is contained on the project site.
21. Unit price to repair irrigation damaged during construction.
22. Unit price to replace sodding if damaged during construction

23. See attached soils information for the site. It is anticipated groundwater will be deeper than 80 inches from the existing grade
24. See attached cord reel info, power requirement will be 30 amp circuit

The bid opening date for RFB 25-04-REC remains May 22, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

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

Receipt of Addendum No. 1 is hereby acknowledged:

Jason Holley
Print Name

Signature

5/21/25
Date

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-04-REC, Morgan's Batting Cage

BIDDER NAME: Holley Developement Corporation

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	Mobilization / Demobilization including City Permits	$ 13,839.25	$ 13,839.25
1.2	LS	1	Demolition of the existing Batting Cage	$ 1,875	$ 1,875
1.3	LS	1	Debris removal of the existing batting cage to the landfill.	$ 1,875	$ 1,875
1.4	LS	1	Construction Area Safety Fencing	$ 1,250	$ 1,250
1.5	LS	1	Construction Staking	$ 3,125	$ 3,125
			SECTION 2 - SITE IMPROVEMENTS		
2.1	LS	1	Batting Cage Structure - S100, S101, S102, S103 and A101, A201	$ 48,500	$ 48,701.29
2.2	LS	2	Batting Cage Netting - Provided and Installed by GC	$ 1,421.87	$ 2,843.75
2.3	SY	218	Green Artificial Turf - Provided and Installed by GC	$ 105.22	$ 22,937.96
2.4	LF	140	Gutters-Downspouts, Splashblock for Batting Cage Roof - A101 & A201	$ 41.07	$ 5,750.00
2.5	LS	12	Lighting Fixtures and Installation - E201	$ 885.41	$ 10,625
2.6	LS	4	Electrical Power Receptacle Fixtures and Installation - E201	$ 2,656.25	$ 10,625
2.7	LS	1	Conduit runs and Pullboxs from the Concession Stand to new Batting Cage	$ 11,125	$ 11,125
2.8	LS	2	New Electrical Breakers in existing	$ 356.25	$ 712.50
2.9	LS	1	Concrete Sidewalk Repair	$ 5,625	$ 5,625
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LF		Silt Fence	$	$ 3,125
3.2	LS		Existing Irrigation System Repair		3,750
3.3	SY		Replacement Damaged or Removed Sodding	$	$ 3,125
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LF			$	$
4.2	EA			$	$
4.3	LS			$	$
			SECTION 5 - MISCELLANEOUS		
5.1	EA		As-Built Survey and Documentation per Permitting Process	$	$ 4,148.75
5.2	EA			$	$
5.3	EA			$	$

TOTAL BASE BID: $ 155,058.50

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS				$	$
				$	$
				$	$
				$	$

TOTAL ALTERNATE BID ITEMS: $ 0

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

PART III Certifications:

In accordance with your REQUEST FOR BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Elizabeth Holley
(Print or Type)

Signature: Elizabeth Holley

Date of Bid: 5/22/25

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

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

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.

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

Holley Development Corporation

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.

406 S. Waukesha St.

6 City, state, and ZIP code

Bonifay, Fl 32425

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	0	–	4	0	4	0	7	9	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Tommy J. Holley **Date** 5/21/2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HOLLEY, TOMMY JASON

HOLLEY DEVELOPMENT CORPORATION
406 S WAUKESHA ST
BONIFAY FL 32425

LICENSE NUMBER: CCC1334154

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

HOLLEY, TOMMY JASON

HOLLEY DEVELOPMENT CORPORATION
406 S WAUKESHA ST
BONIFAY FL 32425

LICENSE NUMBER: CGC1517549

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P06000001994

Entity Name: HOLLEY DEVELOPMENT CORPORATION

Current Principal Place of Business:

406 S WAUKESHA ST
BONIFAY, FL 32425

Current Mailing Address:

406 S WAUKESHA ST
BONIFAY, FL 32425 US

FEI Number: 20-4040794

Name and Address of Current Registered Agent:

HOLLEY, TOMMY J
1059 WILCOX CROSSING RD.
BONIFAY, FL 32425 US

FILED
Jan 16, 2025
Secretary of State
4325819427CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DVPS
Name	HOLLEY, TOMMY J
Address	1059 WILCOX CROSSING RD.
City-State-Zip:	BONIFAY FL 32425

Title	DPT
Name	HOLLEY, ELIZABETH L
Address	1059 WILCOX CROSSING RD.
City-State-Zip:	BONIFAY FL 32425

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TOMMY J HOLLEY DVPS 01/16/2025

Electronic Signature of Signing Officer/Director Detail — Date

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB 25-04-REC

BATTING CAGE AT MORGAN SPORTS CENTER

City of Destin, Florida
April 24, 2025

Larry Jones by SB

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

CITY OF DESTIN, FLORIDA

The City of Destin, Florida, is currently receiving sealed competitive Bids for the completion of all site work associated with the construction, a concrete slab, structure and roof of the batting cage, flooring, and netting to include providing electrical power from existing electrical box and lighting as shown in the plans and specifications. The site work shall include repair of existing concrete, minor grading, irrigation modification, and sodding. The contractor must have the ability to obtain city permits required to complete this project. Other deliverables will include a foundation survey and a final as built survey and the maintenance/warranty paperwork.

To bid on this project you must be placed on the Plan Holders List. In order to be on the Plan Holder's list, you must first request and obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER" in the subject line of the email. The bid documents can also 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 "**RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CT, on May 22, 2025** at which time they will be opened. When deemed to be in the City's best interest:

1. The city reserves the right to reject any and all submittals or portions thereof.,
2. to waive minor defects and informalities in the process.
3. to accept the Bid(s).
4. Take any other action.

Larry Jones
City Manager

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REQUEST FOR PROPOSALS
RFB NO. 25-04-REC
BATTING CAGE AT MORGAN SPORTS CENTER

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Form NO. 1	Bidder Qualification Statement	☐
6	Form NO. 2	Public Entity Crime Form	☐
7	Form NO. 3	Drug Free Workplace Certification Form	☐
8	Form NO. 4	Bid Bond Form	☐
9	Form NO. 5	Anti-Human Trafficking Affidavit	☐
10	Form NO. 6	Anti-Collusion Statement	☐
11	Proof of Insurance	See 4.3 Insurance Requirements	☐
12	Addenda Acknowledgement Form		☐
13	Price Proposal Sheet		☐
14	W-9		☐
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐
2			

INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the completion of all site work associated with the construction, a concrete slab, structure and roof of the batting cage, flooring, and netting to include providing electrical power from existing electrical box and lighting as shown in the plans and specifications. The site work shall include repair of existing concrete, minor grading, irrigation modification, and sodding. The contractor must have the ability to obtain city permits required to complete this project. Other deliverables will include a foundation survey and a final as built survey and the maintenance/warranty paperwork.

It is the bidder's responsibility to read and understand the requirements of this REQUEST FOR BIDS. Bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation in order to be deemed responsive 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 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 bidder's deems necessary to determine its proposal.

Bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative (cityclerk@cityofdestin.com) for information, interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the bidder and the City. The proposal is a contractual offer by the 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.

1.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until May 22, 2025, no later than 2:00 p.m. (CT) at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL.

32541, to provide the City with Qualified Respondents for RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB 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 the 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 RFB and prior to the award being made.

C. All responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **May 22, 2025, 2:00 p.m. (CT)**. All bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Any addendum(s) issued to this RFB, will be provided to Plan Holders. It shall be the responsibility of each Plan Holder or respondent, prior to submitting the RFB 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 RFB response.

E. **One (1) printed original and one (1) digital copy (.pdf format, matching the original printed copy) on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.**

F. Complete and submit Bidder Qualification Statement Form herein as an attachment (*include attachment letter*).

G. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided.

H. All expenses for making RFB submittals to the city are to be borne by the bidder.

I. Responses shall be evaluated based on all information submitted and a ranked list and recommended bidders will be submitted to the City Council for consideration. Bidders may be required to provide a brief presentation at a City Council meeting.

J. Each bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule

Tasks	Date
RFB issued	April 24, 2025
Mandatory Pre-Bid Meeting	May 7, 2025 (City Hall)
Last day for questions to be submitted	May 9, 2025
Due Date/Bid Opening	May 22, 2025 at 2:00 CT
Tentative Date - Evaluation of Proposals	May 27 2025
Tentative Date – City Council Meeting	June 2, 2025
Tentative Date- Execution of Contract	June 16, 2025
Tentative Date- Notice to Proceed	June 17, 2025

There will be a Mandatory Pre-Bid Meeting at 4200 Indian Bayou Trail (City Hall), Destin, FL 32541 May 7, 2025 at 10:00 am.

2.0 GENERAL CONDITIONS

2.1 Project Description

The scope of work for this project will require the completion of all site work associated with the construction, a concrete slab, structure and roof of the batting cage, flooring, and netting to include providing electrical power from existing electrical box and lighting as shown in the plans and specifications. The site work shall include repair of existing concrete, minor grading, irrigation modification, and sodding. The contractor must have the ability to obtain city permits required to complete this project. Other deliverables will include a foundation survey and a final as built survey and the maintenance/warranty paperwork.

2.2 Project Schedule

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 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	June 2025
Begin Construction	June 2025
Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	September 30, 2025

3.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent Florida Licensed General Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

3.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

3.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or Florida State Registered possessing an Okaloosa County Competency License https://myokaloosa.com/gm/licensing

Contractor must be registered with the City of Destin
https://www.cityofdestin.com/DocumentCenter/View/15273/Contractor-Registration-Instructions

3.3 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 any type of marine construction 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.

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 day notice.

3.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. 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. 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.

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 shall have the same effect on such bidder as though he were the original, successful bidder.

3.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Building Permit: “Commercial – New Structure”
b. Any and all other applicable and/or required federal, state, and local permits

3.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, 2023 Florida Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations and Manufactures Signed Sealed Engineered installation instructions.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB 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 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, Building Official or his/her designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase Order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Change Order" shall be defined as a written instrument prepared by and signed by the City Manager and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, including additional or extra work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time. The City Manager's authority to authorize Change Orders is constrained by the City's Purchasing Policy and Manual.
b. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
c. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation (as applicable)

a. 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.

b. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. 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.

c. Staging Area: Prepare a designated staging area for all construction materials and equipment associated with the construction work that is not accessible to the public, with a location agreed upon by the Parks and Recreation Director.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be maintained during the construction.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. 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 the City of Destin's Project Liaison, other contractors (as applicable); provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- 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.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- 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.
- 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

5.10 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.

ci. The City shall incur no labor or equipment cost during the guarantee period.

cii. 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.

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.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal

- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.

- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- 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?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has 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?
- 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?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective 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 bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 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 BIDS. If addendum is issued, bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit only e-mailed inquiries regarding this RFB. The City will respond to written e-mailed inquiries received by May 9, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 cityclerk@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER, bid opening date and bidder contact information.

b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the bidder's:
   - commitment to perform the work,
   - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
   - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
d. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement
e. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
f. Addendums (if applicable)
g. Price Proposal Sheet
h. W-9
i. Copies of Proposal
j. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
k. Florida Product Approval Certifications

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB 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 bidders 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.

7.7 Drug Free Workplace Program

Complete the form provided.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form 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.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **May 22, 2025, 2:00 p.m. (CDT)**. 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. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER"** and note the time and date of the opening. Regardless of method of delivery, each 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
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been submitted any time before the scheduled time for opening the bids. To withdraw a Bid, contact in writing via email at cityclerk@cityofdestin.com.

7.12 Bid Opening

Proposals will be opened publicly and read aloud on **May 22, 2025, 2:00 p.m. (CT)** in the City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 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.

7.14 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 bidder shall:

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 this FS Chapter 119 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 public agency.
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 agency to perform the service. If the CONTRACTOR 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.

RFB NO. 25-04-REC
ATTACHMENT NO. 1
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 Bayou Trail
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 bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If 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 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 bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If 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?

_____

a. 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 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 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 bidder:

_____

_____

_____

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	
b.	Non-Governmental Related Work	
c.	**Total of a. and b.**	

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 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 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 bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB 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 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.

_____

_____

_____

21. Has the 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 bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the 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

RFB NO. 0125-04-REC
ATTACHMENT NO. 2
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.)

_____ Date: _____

(Signature)

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_____, 202__, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFB NO. 24-02-REC
ATTACHMENT NO. 3
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

RFB NO. 0125-04-REC
ATTACHMENT NO. 4
BID BOND

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:_____add email

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _B _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the 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 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 **RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the 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 and Contract Documents.

2. This obligation shall be null and void if:
    - 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
    - All bids are rejected by Owner, or
    - 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) if any time is specified.

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 state 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

RFB NO. 25-04-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFB NO. 25-04-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
Address	Authorized Signatory (Print Name)
_____	_____
City, State, ZIP	Title
_____	_____
Phone #	Email
_____	
Federal ID # or SS #	

RFB NO. 25-04-
REC EXHIBITS

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Exhibit B - Plan Sheets

Bidder shall use paper copy provided on next page.

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-04-REC, Morgan's Batting Cage

BIDDER NAME:

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	Mobilization / Demobilization including City Permits	$	$
1.2	LS	1	Demolition of the existing Batting Cage	$	$
1.3	LS	1	Debris removal of the existing batting cage to the landfill.	$	$
1.4	LS	1	Construction Area Safety Fencing	$	$
1.5	LS	1	Construction Staking	$	$
			SECTION 2 - SITE IMPROVEMENTS		
2.1	LS	1	Batting Cage Structure - S100, S101, S102, S103 and A101, A201	$	$
2.2	LS	2	Batting Cage Netting - Provided and Installed by GC	$	$
2.3	SY	218	Green Artificial Turf - Provided and Installed by GC	$	$
2.4	LF	140	Gutters-Downspouts, Splashblock for Batting Cage Roof - A101 & A201	$	$
2.5	LS	12	Lighting Fixtures and Installation - E201	$	$
2.6	LS	4	Electrical Power Receptacle Fixtures and Installation - E201	$	$
2.7	LS	1	Conduit runs and Pullboxs from the Concession Stand to new Batting Cage	$	$
2.8	LS	2	New Electrical Breakers in existing	$	$
2.9	LS	1	Concrete Sidewalk Repair	$	$
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LF		Silt Fence	$	$
3.2	LS		Existing Irrigation System Repair		
3.3	SY		Replacement Damaged or Removed Sodding	$	$
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LF			$	$
4.2	EA			$	$
4.3	LS			$	$
			SECTION 5 - MISCELLANEOUS		
5.1	EA		As-Built Survey and Documentation per Permitting Process	$	$
5.2	EA			$	$
5.3	EA			$	$
				TOTAL BASE BID:	$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
				TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

PART III Certifications:

In accordance with your REQUEST FOR BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____
(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT B – PLAN SHEETS

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24140 G-001 COVER PAGE.DWG

BATTING CAGE

MORGAN SPORTS CENTER
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541

GENERAL

G-001 COVER SHEET

CIVIL

C01 COVER SHEET
C02 EXISTING CONDITIONS
C03 SITE PLAN
C04 GRADING AND DRAINAGE PLAN
C05 UTILITY PLAN
C06 MISCELLANEOUS DETAILS
C07 SPECIFICATION 1
C08 SPECIFICATION 2

STRUCTURAL

S100 STRUCTURAL GENERAL NOTES
S101 FOUNDATION PLAN & DETAILS
S102 ELEVATIONS

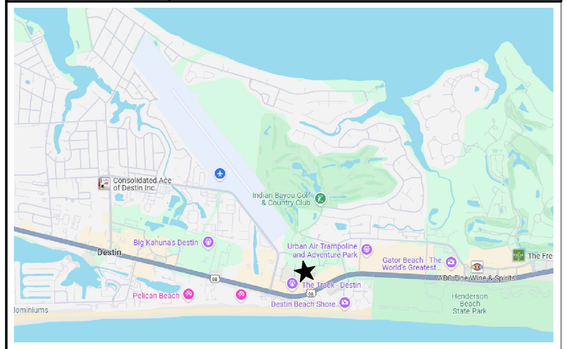
ARCHITECTURAL

A-101 FLOOR PLAN - BATTING CAGE
A-201 EXTERIOR ELEVATIONS

ELECTRICAL

E-001 LEGEND AND NOTES
E-100 ELECTRICAL SITE PLAN
E-201 BATTING CAGE ELECTRICAL PLANS
E-301 LIGHTING PHOTOMETRICS

C4	SHEET INDEX
SCALE: NTS	.



B4	VICINITY MAP
SCALE: NTS	.



ARCHITECT:	CIVIL ENGINEER:	STRUCTURAL ENGINEER:	ELECTRICAL ENGINEER:	CLIENT:
DAG ARCHITECTS, INC. 1223 AIRPORT ROAD DESTIN, FL 32541 PHONE: 850.837.8152 PIC: CHARLIE CLARY III, FAIA EMAIL: CCLARY@DAGARCHITECTS.COM	JENKINS ENGINEERING, INC 73 EGLIN PARKWAY, NE, SUITE 203 FORT WALTON BEACH, FLORIDA 32548 PHONE: (850) 837-2448 PIC: M. SCOTT JENKINS, P.E. EMAIL: SCOTT@JEICIVIL.COM	MK WEBER STRUCTURAL ENGINEERING 3200 W. 23RD STREET PANAMA CITY, FL 32405 PHONE: (850) 640-4298 PIC: MICHAEL K. WEBER, P.E. EMAIL: DENNIS@MKWEBER.COM	HG ENGINEERS 142 EGLIN PARKWAY, SE FORT WALTON BEACH, FL 32548 PHONE: (850) 243-6723 PIC: DAN WHITE, PE, LEED AP (BD+C) EMAIL: DWHITE@HGENGINEERS.COM	CITY OF DESTIN 4200 INDIAN BAYOU TRAIL DESTIN, FL 32541 PHONE: 850-837-4242 CONTACT: LOUIS ZUNGUZE EMAIL: LZUNGUZE@CITYOFDESTIN.COM

A1	PROJECT TEAMS AND DISCIPLINE ALLOCATION
SCALE: NTS	.

A4	LOCATION MAP
SCALE: NTS	.

DAG ARCHITECTS

DAG Architects AR0009694
1223 Airport Road Destin, FL 32541
850.837.8152
www.DAGarchitects.com

PERMIT SET
04-21-2025

STATE OF FLORIDA
JOHN LEVI WEIGAND
AR100595
REGISTERED ARCHITECT

JOHN LEVI WEIGAND
FL. REGISTRATION NO. AR100595

Morgan Sports Center
Batting Cage

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date
	---	---
	-	

COVER SHEET

PROJECT NUMBER	24140
DATED	2025.01.01

G-001

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E-001 LEGEND AND NOTES.DWG

ELECTRICAL LEGEND

'B' 1/2"C (2#12 & 1#12 GND–1/2"C)	A–1 ADJACENT TO ARROW INDICATES HOMERUN OF CIRCUIT NO. 1 TO PANEL A; "B" INDICATES FIXTURE TYPE; MARKS ACROSS RACEWAY RUN INDICATES THE NUMBER OF NO. 12 CONDUCTORS; UNLESS NOTED OTHERWISE NO MARKS INDICATES TWO NO. 12 CONDUCTORS AND ONE NO. 12 GREEN GROUND CONDUCTOR IN 1/2" CONDUIT
	1' X 4' FIXTURE; CEILING MOUNTED
J	JUNCTION BOX; MOUNTED ABOVE CEILING
J	JUNCTION BOX; MOUNTED FLUSH IN WALL WITH BLANK COVER
	DUPLEX RECEPTACLE; 125V; 20A; 3 POLE GND; MT 18" AFF TO C/L UNLESS NOTED OTHERWISE; NEMA 5–20R; HUBBELL SERIES HBL5352
WP	LETTERS "WP" ADJACENT TO SYMBOL INDICATES GFI WEATHER RESISTANT RECEPTACLE; HUBBELL HBLGFBFHP20 SERIES WITH WEATHERPROOF COVER; HUBBELL/TAYMAC MR420CW COVER.
S	WALL SWITCH; 120/277V; 20A; 1 POLE; A.C. ONLY; MT 48" AFF TO C/L; HUBBELL SERIES HBL1221
S.x	LOW VOLTAGE WALL SWITCH; CONNECT TO LOCAL NON–NETWORKED POWER PACK OR ROOM CONTROLLER; MT 48" AFF TO C/L; REFER TO SPECS; SEE LIGHTING CONTROL DETAILS. LETTER "X" INDICATES BUTTON COUNT; REFER TO LOW VOLTAGE SWITCH MATRIX FOR SPECIFIC INFORMATION.
	LIGHTING CONTROLS ROOM CONTROLLER; INSTALL CONCEALED ABOVE CEILING SPACE; REFER TO LIGHTING CONTROLS DETAILS
	LOW VOLTAGE OCCUPANCY SENSOR; 360° DUAL–TECHNOLOGY TYPE; CEILING MOUNTED; UNLESS OTHERWISE NOTED; REFER TO LIGHTING CONTROLS DETAILS
P	PHOTOCELL; REFER TO LIGHTING CONTROL DIAGRAM
	RACEWAY INSTALLED EXPOSED
	RACEWAY INSTALLED CONCEALED IN FLOOR SLAB AND/OR BELOW GRADE

ELECTRICAL GENERAL NOTES

A. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EXACT SIZE AND LOCATION OF EQUIPMENT WHICH IS FURNISHED BY OTHERS AND CONNECTED BY ELECTRICAL.

B. RECEPTACLES, SWITCHES AND COVERPLATES COLOR SHALL BE SELECTED BY THE ARCHITECT FROM STANDARD COLORS.

C. LOCATION OF LIGHTING FIXTURES, DISCONNECT SWITCHES, ETC. FOR MECHANICAL EQUIPMENT/ROOM SHALL BE COORDINATED WITH FINAL MECHANICAL EQUIPMENT LOCATION TO PROVIDE NATIONAL ELECTRIC CODE REQUIRED ACCESS SPACE.

D. FINAL CONNECTION TO ALL MOTORS SHALL BE WITH FLEXIBLE CONDUIT CONNECTION.

E. PROVIDE GREEN GROUND CONDUCTOR IN ALL CIRCUITS – SIZE PER N.E.C.

F. PROVIDE CONCRETE MARKER AT END OF ALL CONDUITS STUBBED OUT OF BUILDING FOR FUTURE USE. MARKER SHALL BE 6" DIA X 18" HIGH WITH 2" ABOVE FINISHED GRADE. INSCRIBE IN TOP OF MARKER "E" FOR ELECTRICAL,"T" FOR TELEPHONE,"V" FOR TV CABLE,"F" FOR FIRE ALARM, AND "IC" FOR INTERCOM.

G. GENERAL CONTRACTOR SHALL FIELD–VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.

H. THE ELECTRICAL CONTRACTOR SHALL OBTAIN AND REVIEW THE MECHANICAL AND SPECIAL EQUIPMENT SUBMITTALS PRIOR TO SUBMITTING THE ELECTRICAL SUBMITTALS. ANY ELECTRICAL EQUIPMENT, CONDUIT, AND WIRE SIZE CHANGES RESULTING FROM THIS REVIEW SHALL ALSO BE SUBMITTED FOR APPROVAL.

I. THE ELECTRICAL CONTRACTOR SHALL PROVIDE FAULT CURRENT CALCULATIONS FOR THE SERVICE EQUIPMENT AND SHALL MARK THE EQUIPMENT WITH THE AVAILABLE FAULT CURRENT AND DATE OF THE CALCULATION PER NEC 110.24. REFER TO TYPICAL SERVICE EQUIPMENT FAULT CURRENT LABEL DETAIL.

J. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ARC FAULT LABELS PER NFPA 70E ARTICLE 110.16 FOR NEW EQUIPMENT. THE OWNER SHALL PROVIDE AVAILABLE CALCULATION DATA FOR THE EXISTING EQUIPMENT IN THE ELECTRICAL SYSTEM. REFER TO TYPICAL ARC FLASH HAZARD LABEL DETAIL.

K. PROVIDE NEUTRAL AT ALL LINE VOLTAGE SWITCH LOCATIONS PER N.E.C. 404.2(C).

L. PROVIDE BUSHINGS ON ALL CONDUIT.

M. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE AND THE NATIONAL ELECTRIC CODE. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.

N. OBTAIN ARCHITECTS APPROVAL OF ALL LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANELBOARDS, ETC. PRIOR TO PURCHASING.

O. THE ELECTRICAL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. ALL NOT SO INSTALLED SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.

P. ALL WORK SHALL BE INSTALLED IN CONCEALED TYPE CONSTRUCTION. UNDERGROUND CONDUITS UP TO FIRST BOX IN CONCEALED CONSTRUCTION MAY BE SCH.40 PVC. EXTERIOR EXPOSED WORK SHALL BE I.M.C. BRANCH CIRCUIT CONDUIT RUN IN OPEN SPACES ABOVE CEILING OR IN WALLS MAY BE THINWALL (E.M.T.) CONDUIT 1/2" MIN. SIZE.

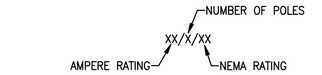
Q. ALL CONDUCTORS LESS THAN 100A. SHALL BE COPPER #12 & #10 SOLID, #8 AND LARGER STRANDED, #6 AND SMALLER TO BE TYPE THWN, 600 VOLT INSULATION AND TYPE THWN OR THHN FOR #4 AND LARGER. ALUM. CONDUCTORS MAY BE USED FOR 100A. AND LARGER ONLY WHERE USED WITH COMPRESSION TERMINATIONS.

R. PROVIDE GROUNDING PER NATIONAL ELECTRIC CODE.

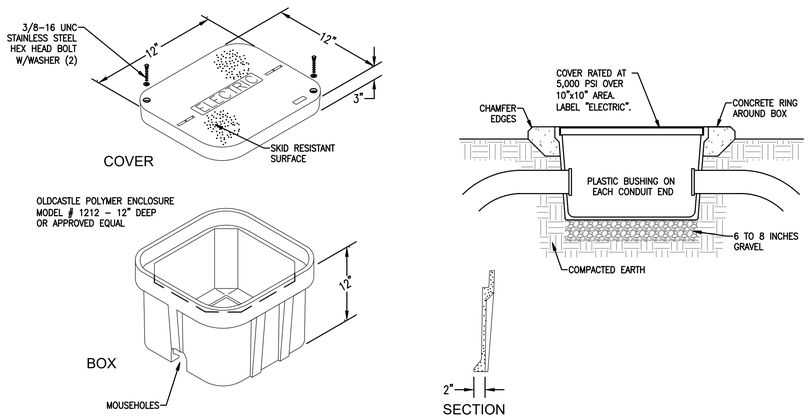
S. THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER, AND SHALL REPLACE WITHOUT ADDITIONAL COST, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, (ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED) WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER.

ABBREVIATIONS

AFF – ABOVE FINISHED FLOOR
C. – CONDUIT
C/L – CENTERLINE
EC – ELECTRICAL CONTRACTOR
GND – GROUND CONDUCTOR
GFI – GROUND FAULT PROTECTION
LTG – LIGHTING
LTS – LIGHTS
REC – RECEPTACLE
UNO – UNLESS NOTED OTHERWISE
WP – WEATHERPROOF



DISCONNECT SWITCH
DESCRIPTION NOMENCLATURE



ELECTRICAL PULLBOX / HANDHOLD DETAIL
NOT TO SCALE

DAG
ARCHITECTS
DAG Architects AR0009694
1223 Airport Road Destin, FL 32541
850.837.8152
www.DAGarchitects.com

PERMIT SET
02-24-2025

Morgan Sports Center
Batting Cages

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date

LEGEND AND NOTES

PROJECT NUMBER	25007
DATED	2025.02.24

E-001

HG ENGINEERS
HG Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
Fl. Authorization No.00006680
Christopher A. Garick; FL. PE No.53924
Thomas A. Alexander; FL. PE No.73172
Daniel J. White; FL. PE No.73790
Caleb W. Leonard; FL. PE No.91782

25002 Job No.

1 2 3 4 5

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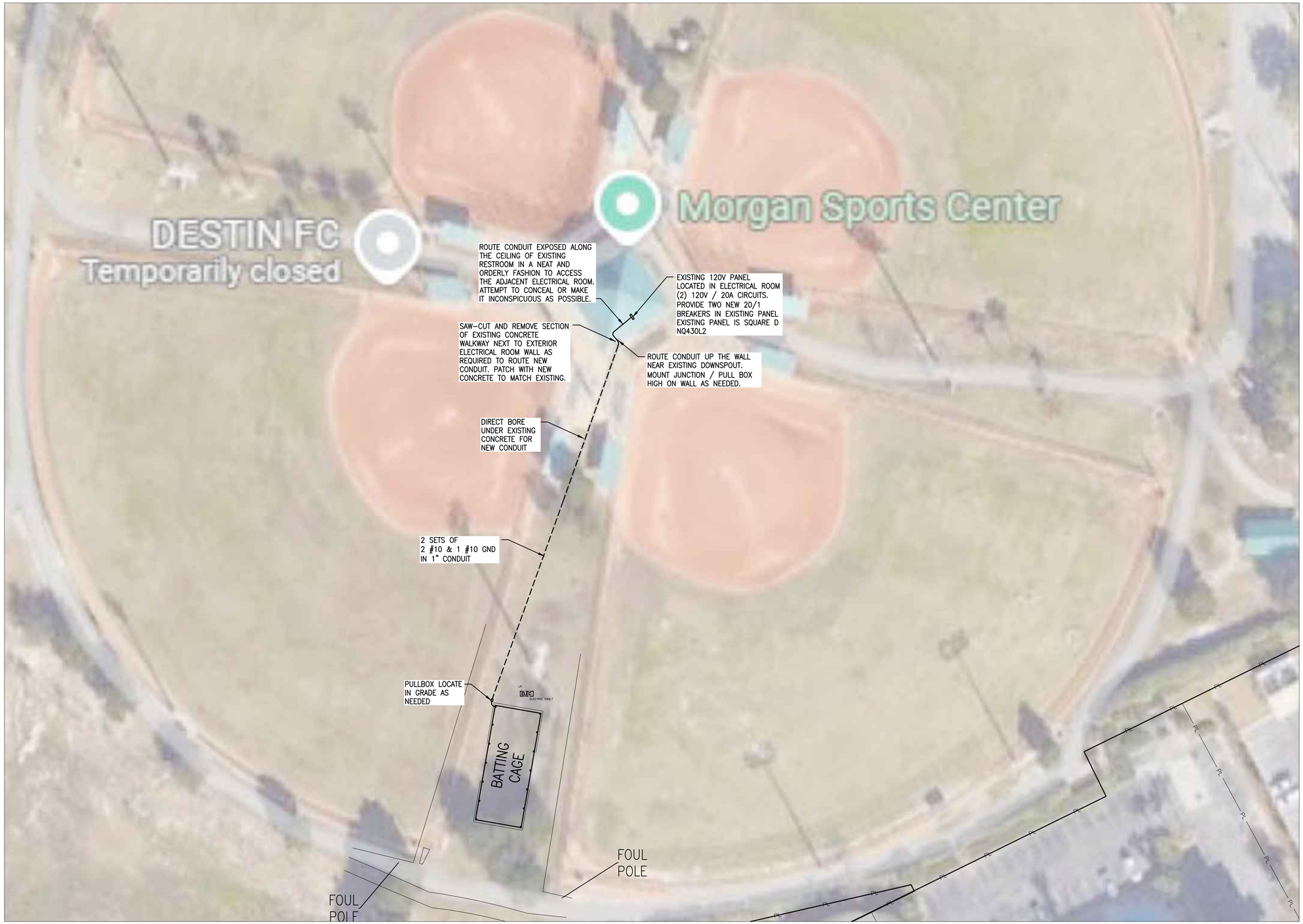
E-100 ELECTRICAL SITE PLAN.DWG



ELECTRICAL SITE PLAN

1"= 30'

0 15' 30' 60'

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850.837.8152
www.DAGarchitects.com

PERMIT SET
02-24-2025

Morgan Sports Center
Batting Cages

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date

ELECTRICAL
SITE PLAN

HG ENGINEERS
HG Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
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PROJECT NUMBER	25007
DATED	2025.02.24

25002 Job No.

E-100

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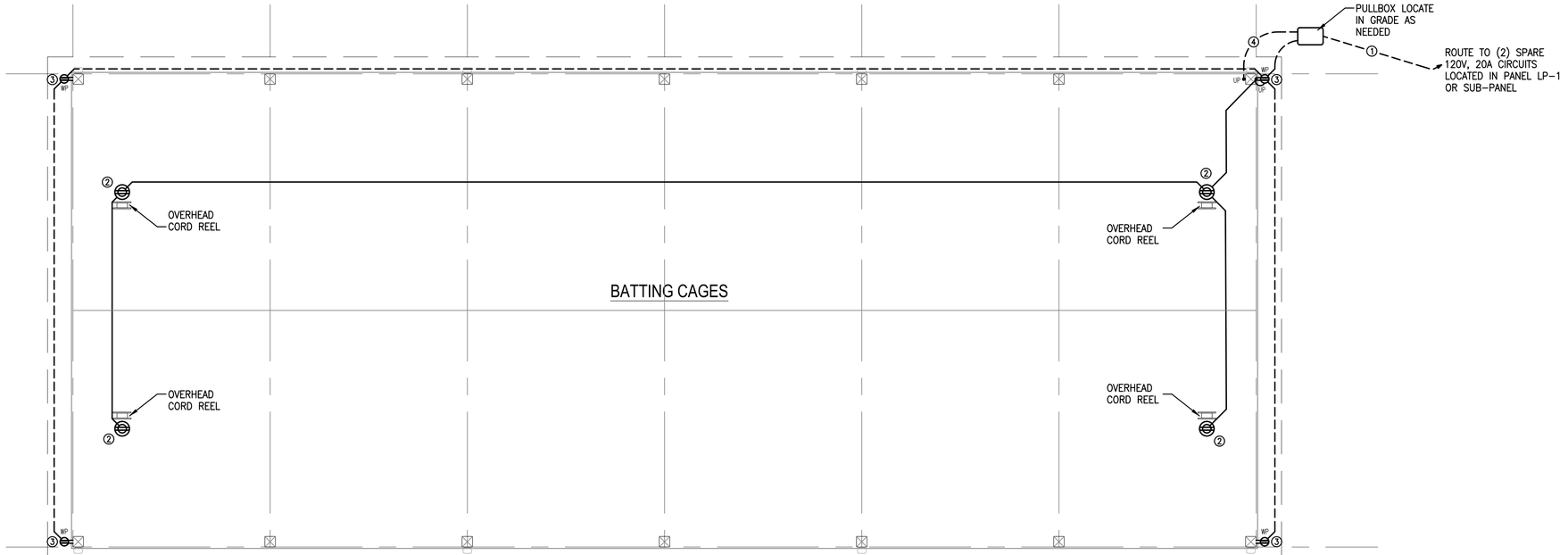
E-201 BATTING CAGES - ELECTRICAL PLAN.DWG



BATTING CAGES - POWER PLAN

1"= 4'-0"

0 2' 4' 8'

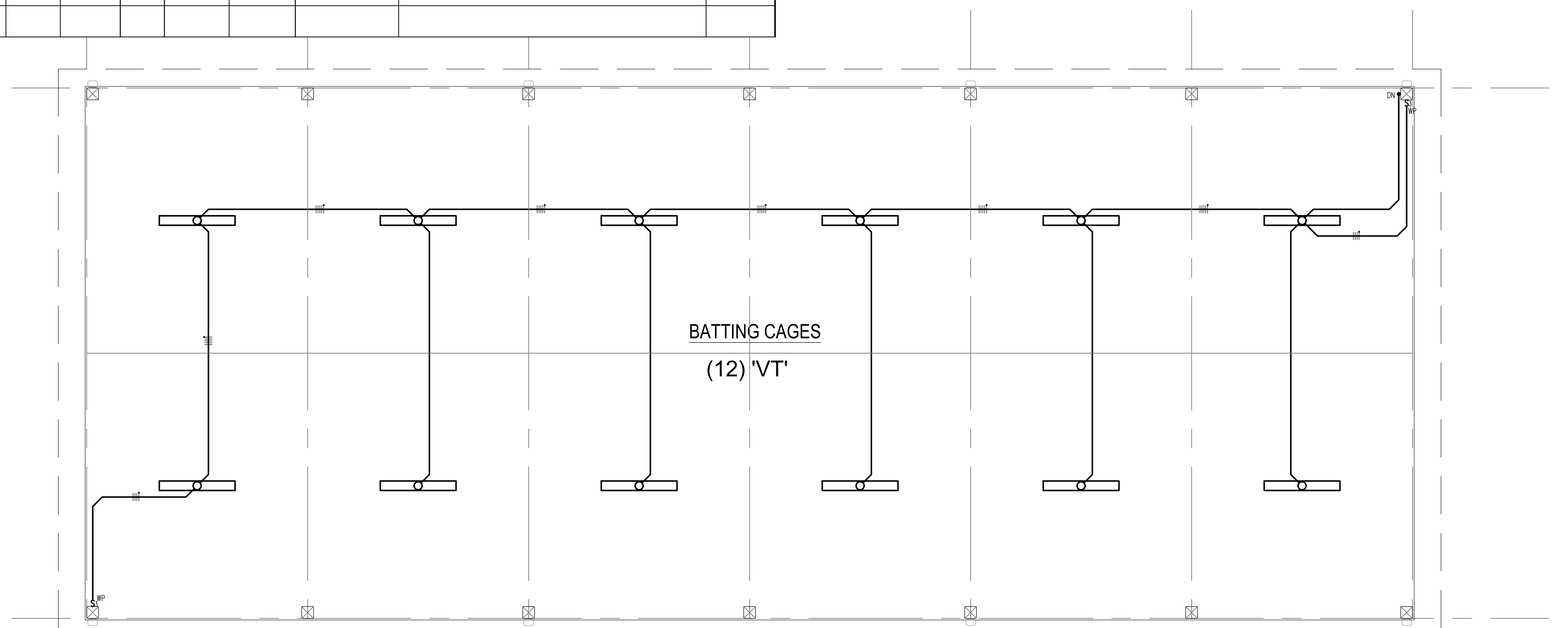
NOTES

1. INSTALL CONDUIT UNDERGROUND TO PANEL LP-1 LOCATED IN THE CONCESSION BUILDING. DIRECT BORE UNDER EXISTING CONCRETE.
2. SECURE WITH HARDWARE AS RECOMMENDED BY MANUFACTURER. CORD REEL TO HAVE DUPLEX WEATHER RESISTANT GFI RECEPTACLE.
3. RECEPTACLE TO HAVE A TAYMAC #MX3200 IN USE WATERPROOF COVER OR APPROVED EQUAL.
4. CONNECT POWER TO LIGHT FIXTURES (SEE LIGHTING PLAN)

LIGHTING FIXTURE SCHEDULE

Project:	#25002 - Morgan Sports Center - Batting Cages
Note:	Per electrical specifications, required alternate fixtures shall be submitted to the engineer for prior approval a minimum of (10) ten business days prior to bid date. Any required alternate fixtures not submitted for prior approval will not be reviewed.

Luminaire Designation	Manufacturer	Catalog Number	Connected Voltage	Luminaire Load (va)	Lamping Source	Color Rendering Index (CRI)	Kelvin Temperature	Mounting	Comments	Prior Approved Equal Required
'VT'	H.E. WILLIAMS	96-4-L110/850-SFRA-TP/SSCMB-UNV	120v	88	LED	80	5000	CEILING - CHAIN HUNG		YES



BATTING CAGES - LIGHTING PLAN

1"= 4'-0"

0 2' 4' 8'

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ARCHITECTS
DAG Architects AR0009694
1223 Airport Road Destin, FL 32541
850.837.8152
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PERMIT SET
02-24-2025

Morgan Sports Center
Batting Cages

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date

BATTING CAGES
ELECTRICAL PLAN

PROJECT NUMBER	25007
DATED	2025.02.24

E-201

HG Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
FL Authorization No.00006680
Christopher A. Garick; FL. PE No.53924
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25002
Job No.

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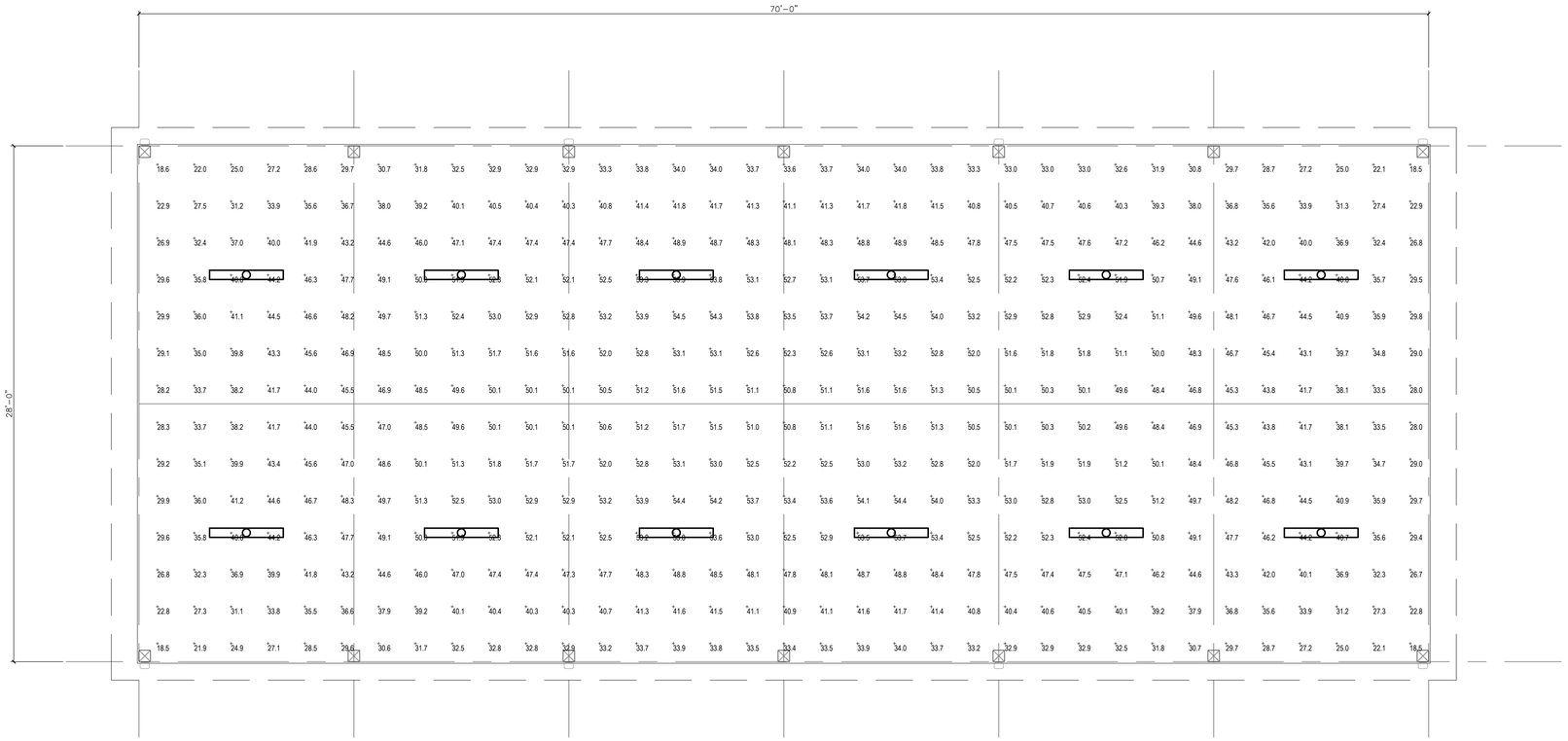
E-301 LIGHTING PHOTOMETRICS.DWG

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	12	96-4-L110-850-HIAFR-DIM-UNV_	Single	96-4-L110-850-HIAFR-DIM-UNV	VT2	1.000	11408	88	1056



LIGHTING PHOTOMETRICS PLAN

1"= 4'–0"

0 2' 4' 8'

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PERMIT SET
02-24-2025

Morgan Sports Center
Batting Cages

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date

LIGHTING
PHOTOMETRICS

PROJECT NUMBER	25007
DATED	2025.02.24

E-301

HG Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
Fl. Authorization No.00006680
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25002 Job No.

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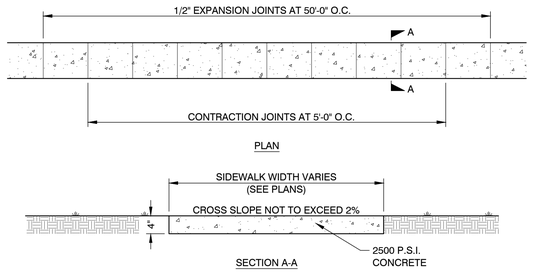
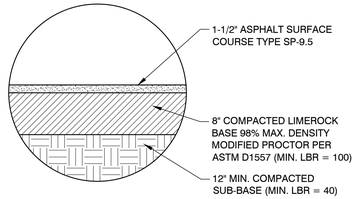
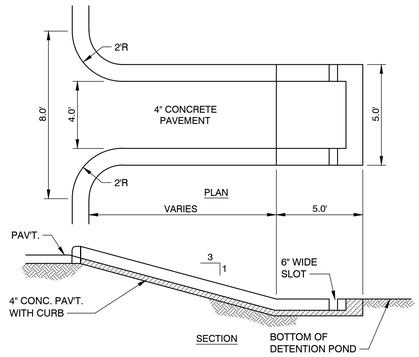


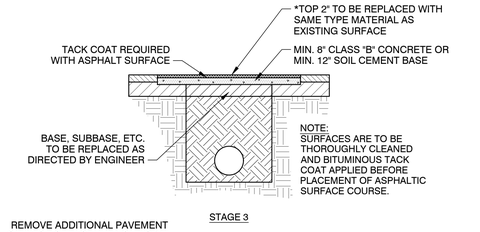
CONCRETE SIDEWALK DETAIL
N.T.S.



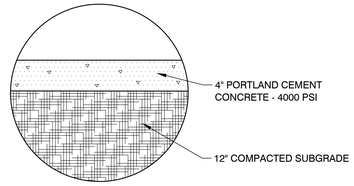
1-1/2" ASPHALT PAVEMENT DETAIL
N.T.S.



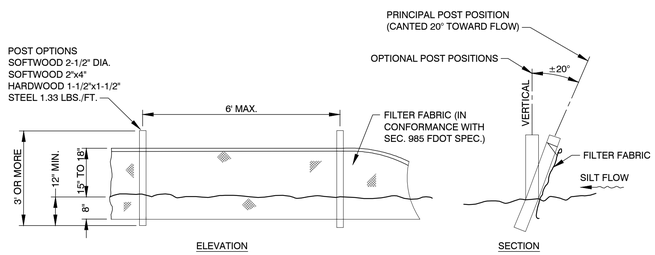
CONCRETE FLUME DETAIL
N.T.S.



PAVEMENT PATCHING DETAIL
(UTILITY INSTALLATIONS BY OPEN CURB ACROSS EXISTING PAVEMENT)
N.T.S.



4" CONCRETE PAVEMENT DETAIL
N.T.S.



TYPE III SILT FENCE 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

MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1	04/03/2025	REVISIONS PER TRC COMMENTS	MSJ

DAG ARCHITECTS

MORGAN SPORTS COMPLEX
IMPROVEMENTS
DESTIN, FLORIDA

MISCELLANEOUS DETAILS

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-95
DATE: 02-2025
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
06 OF 08

SHEET NUMBER
C06

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File: C:\Users\MSJ-JE\24-95 COD Morgan Maint. Facility Addition - Documents\Drawings\24-95 Design.dwg - Last Saved: 4/3/2025 1:06 PM by MSJ

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FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

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, shoving 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 faction 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 necessay 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.

CONTINUED ON NEXT COLUMN

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
JEICIVL.COM

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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1	04.03.2025	REVISIONS PER TRC COMMENTS	MSJ

DAG ARCHITECTS

MORGAN SPORTS COMPLEX IMPROVEMENTS
DESTIN, FLORIDA

SPECIFICATIONS I
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Construction Joints:

Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

Expansion Joints:

Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

Locate expansion joints at 40'-0" o.c. maximum for each pavement lane or for curb.

Located expansion joints at 50'-0" o.c. maximum for walkways.

Joint Fillers:

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.

Furnish joint filler in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Joint Sealants:

Exterior pavement joint sealants shall be composed of a non-priming, pourable, self-leveling type polyurethane sealant, such as grey shep-calk, or approved eqaual suitable for use in pavements and sidewalks.

4.9 CONCRETE FINISHING:

After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with 10'-0" straightedge (maximum deviation of 1/4 inch). Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finish as follows:

Curbs, Gutters, and Walks:

Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

Inclined Slab Surfaces:

Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.

Paving:

Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or section with major defects, as directed.

Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" Section 350-13.

4.10 CLEANING AND ADJUSTING:

Repair or replace broken or defective concrete as directed.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

5 SPECIFICATION: FENCING

The Contractor shall install fencing as shown on the plans and in accordance with the manufacturer's brochure. 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.

5.1 MATERIAL CERTIFICATES:

Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

5.2 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Height shall be as required as shown on the construction plans.

Fabric shall be #9 gauge, chain link open hearth steel wire, hot-dipped galvanized after weaving with minimum coating of 2.0 ounce of zinc per square foot or aluminum coating with .40 ounces per square foot, woven in 2" diamond mesh.

Line post, top, intermediate and bottom rails, shall be 1-5/8" O.D. steel pipe, weight 2.27 lbs. per foot, hot-dipped galvanized. Set 36" deep in concrete.

Terminal, corner, gate and pull posts shall be 3" O.D. pipe, 5.79 lbs. Set 36" deep in concrete.

Concrete for setting posts shall be Portland Cement complying with ASTM C-150, aggregates complying with ASTM C-33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi.

Stretcher bar bands, tie wires, hog rings, couplings, nuts, stretcher bars, bolts, and miscellaneous fastening devices shall be manufacturer's standard for heavy construction fence.

Swing gates shall consist of the following components.

2" O.D. steel pipe 2.72 lbs. per foot, hot-dipped galvanized. Each frame to be equipped with 3/8" diameter adjustable truss rods.

Hinges shall be hot-dipped galvanized pressed steel or malleable iron to suit gate size, non-lift-off type. Hinges shall be offset to permit 180 degrees opening. Provide one (1) pair of hinges per lead.

Latch shall be forked type to permit operation from either side with provisions to lock both sides with padlock.

5.3 ACCEPTABLE MANUFACTURERS:

Cyclone Fence, Page Fence, and Hackney Corporation.

6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING

The Contractor shall paint traffic striping as shown on the plans. 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 traffic striping and painting shall be in accordance with Sections 710 and 971 of the "Florida Department of Transportation Roadway and Traffic Design Standards".

6.1 MATERIAL CERTIFICATES:

CONTINUED ON NEXT COLUMN

Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

6.2 TRAFFIC STRIPING AND PAINTING:

Traffic control markings shall be marked on pavement as indicated on drawings.

Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number, and directions, all of which shall be plainly legible at the time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months.

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking small street and parking areas. Applicator machines shall be equipped with necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at the coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spay guns shall be provided for use in areas where push-type machines cannot be used.

New pavement surfaces shall be allowed to cure for a period of not less than thirty days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with methods as required. Rubber deposits, surface laitance, existing paint markings and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed.

Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon. Paint shall be applied as shown on the drawings.

Paint shall be applied to clean, dry surfaces, and unless otherwise approved, only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment at rate of coverage specified herein. The Contractor shall provide guidelines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. All edges of marking shall be sharply outlined. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

Suitable warning signs shall be placed near the beginning of the work site and well ahead of the work site for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines to control traffic and prevent damage to newly painted surfaces. Painting equipment shall be marked with large warning signs indication that slow moving painting equipment is in operation.

Markings which must be visible at night shall be reflectorized unless ambient illumination assures adequate visibility.

7 SPECIFICATION: WATER DISTRIBUTION SYSTEM

The Contractor shall provide and install all materials for a potable water distribution system as shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

7.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping less than 4 inches in diameter:
- Polyvinyl Chloride (PVC) 160 psi, SDR 26 — ASTM D-2241
- Polyethylene pipe 160 psi, SDR 9 — ASTM D-3350 & ASTM D-2239
- Polyethylene tubing 200 psi, SDR 9 — ASTM D-3350 & ASTM D-2737

Piping greater than 4 inches in diameter:
- Polyvinyl Chloride (PVC) 150 psi — AWWA C-900 (DR 18)
- Ductile Iron (Class 50) — ANSI A21.51

Joints for PVC pipes:
- Joints shall comply with ASTM D-3139
- No solvent cements or toxic lubricant will be allowed.
- Expansion capability will be provided.

Joints for Ductile Iron pipes:
- Joints shall comply with AWWA C-153 or AWWA C-110

Gate Valves:
- Valves shall comply with AWWA C-509
- 200 psi iron body, bronze mounted, non-rising stems with square operating nuts and a suitable valve box.

7.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions with the design Engineer (including Field Stake-Out) prior to commencing work. The Contractor shall notify the Engineer at 24 hours prior to installing any portion of the water main distribution system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Connections to the existing system shall be coordinated with the Utility Company. Minimal service interruption shall occur and traffic safeguards shall be taken.

The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 150 psi or 150% of the working pressure whichever is greater to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 48 hours prior to conducting pressure and leakage tests. A 3/4 inch hose bib connection will be required for gauge connection.

The Contractor shall sterilize the lines by chlorinating at 40 to 50 ppm, injecting at a corporation stop and operating all valves and accessories. Flush system. Subsequent tests on replacement water shall show a chemical and bacterial count equal to the supply main. Samples shall be taken and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest.

7.3 NOTES:

All water piping and fittings used shall be National Sanitation Foundation (N.S.F.) approved for potable water.

A minimum separation of 10 ft. horizontal, outside to outside and 18 inches vertical is required between all water lines and the sanitary sewer system.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-555, the Engineer of record will be responsible for observation of construction of the Potable Water System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction and cleaning and disinfecting described above before the system can be placed in service.

All PVC potable water lines and services will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipe.

7.4 FIRE HYDRANTS:

All fire hydrants shall be 6 inch, three way hydrants with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle, designed for 150 lbs working pressure or 300 lbs hydrostatic pressure and shall conform to the latest specifications of the AWWA All working parts shal be bronze. All hose threads shall be National Standard Threads. Hydrants shall have a mechanical joint end inlet. Hydrants shall be Traffic Breakaway Model. The hydrant main valve shall be a compression type that closes with the water pressure. Hydrants shall have not less than a 5-1/4 inch valve opening. All hydrants shall be equipped with automatic self-oiling reservoirs that lubricate the stem threads and all bearing surfaces each time the hydrant is operated. Hydrants shall be painted one coat of red iron oxide, zinc oxide primer conforming to Steel Structures Painting Council SSPC-paint 25 and two finish coats of silicone alkyd paint conforming to Steel Structures Painting Council

CONTINUED ON NEXT COLUMN

SSPC-paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants.

8 SPECIFICATION: SANITARY SEWER SYSTEM

The Contractor shall provide and install all gravity sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

8.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping:
- PVC Gravity Sewer — ASTM D-3034, SDR-35
- Ductile Iron Pipe (D.I.P.) — ANSI A21.51
- PVC Force Mains (160 psi) — ASTM D-1784 and D-2241

Joints:
- PVC, Rubber Ring — ASTM D-1869
- D.I.P. Joints, Rubber Gasket — ANSI A21.11

NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE.

Concrete:
- Poured or Pre-cast — 4000 psi at 28 days

8.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the sanitary sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing sewer systems shall be coordinated by the Contractor with the utility company.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between sanitary sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-604, the Engineer of record will be responsible for observation of construction of the Sanitary Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications said Engineer will report to DEP upon completion of construction before the system can be placed in service.

The Contractor shall coordinate all tests with the utility company and the Engineer. All lines, fittings and manholes shall be clean and dry before conducting tests. Tests and subsequent corrections shall be at the expense of the Contractor.

8.3 GRAVITY SEWERS:

Leakage tests by exfiltration and/or infiltration will be made on all pipe. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.157 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

8.4 FORCE MAINS:

The Contractor shall conduct hydrostatic pressure and leakage tests as follows:

Apply 100 psi or 150% of the working pressure, whichever is greater, to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 24 hours prior to conducting pressure and leakage tests.

Force mains shall have thrust blocks designed for 100 psi test pressure. Force mains shall be colored other than white to distinguish from water lines. Force mains in the right-of-way shall have 30 inches (minimum) cover over the crown.

All sanitary sewer force mains will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipes.

8.5 MANHOLES:

Shape: All manholes will be eccentric or as specified on the drawings.

Setting Manhole Castings: The frame of the casting shall be set in a full mortar bed composed of one part Portland Cement to two parts of fine aggregate.

Concrete: The minimum compressive strength required at twenty-eight days is 4000 lbs. per sq. inch. The minimum amount of water shall be used to produce a workable mix and shall not exceed six (6) U.S. Gallons per sack of cement. Concrete shall conform to ASTM C-94.

Pre-cast Reinforced Concrete Manhole Sections: Pre-cast reinforced concrete manhole sections shall conform to ASTM C-478. All joints for pre-cast sections shall be approved by the Engineer.

Castings: Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised work "SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portio of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the Engineer. A shop drawing of the manhole frame and cover must be approved by the Engineer for all covers and frames furnished on the project.

Water-Proofing: Both concrete and pre-cast sections below grade shall be painted on the outside with either two coats of bitumastic paint or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outcoming sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test.

8.6 GENERAL:

Grout all riser joints and entry pipes.
Provide neat cement seals for pre-cast units.
Minimum radius allowed is 20 inches.
Invert grouting shall be uniform and smooth-sloped to center line of pipe.

Note: Roof drains, foundation drains and all other clean water connections to the sanitary sewer system are prohibited.

9 SPECIFICATION: STORM SEWER SYSTEM

The Contractor shall provide and install all storm sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified.

CONTINUED ON NEXT COLUMN

9.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Corrugated Polyethylene Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Pipes 12 inches to 24 inches in diameter shall comply with ASTM F-405 and ASTM F-667. Joints shall be by means of dimpled band. If used outside of dry wells, joints shall be wrapped in filtercloth 2 feet in width and with 2 feet of overlap on the diameter. This pipe, in the perforated form, shall be used inside dry wells. It may be used outside dry wells only when used with a filter sock. Perforations shall be 1/4 inch diameter and spaced 10 inches on center in the valley of the corrugations.

Polyvinyl-Chloride Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Polyvinyl-Chloride Pipe shall meet the requirements of ASTM D 3034, SDR-35, or ASTM F 949, profile wall without perforations. Polyvinyl-Chloride Pipe for use as underdrain shall conform to the requirements of ASTM F 758 or ASTM F 949. Also, PVC underdrain manufactured from PVC pipe meeting ASTM D 3033 or ASTM D 3034, perforated in accordance with the perforation requirements given in AASHTO M 36, or AASHTO M 196 will be permitted.

Reinforced Concrete Pipe: Shall comply with requirements of ASTM C-76, Class III, unless otherwise indicated on the Drawings, and shall be installed with rubber gasketed joints complying with ASTM C-443. Install rubber gaskets in strict accordance with pipe manufacturer's recommendations.

Manholes: Precast reinforced concrete manhole sections shall conform to ASTM Specification C-478. Construct manholes of precast concrete sections as required by Drawings to size, shape, and depth indicated, but never less than 4'-0" inside diameter. All joints for precast sections shall be approved by the engineer.

Inlets and Catch Basins: Precast reinforced concrete Inlets and Catch Basin sections shall conform to ASTM C-478. Construct Inlets and Catch Basins of precast concrete construction as required by drawings to size, shape and depth indicated.

Main and Lateral Pipes: Neatly cut off main and lateral pipes flush with inside of manhole or inlet where they enter structure walls. Dress all irregularities and rough edges with non-shrinking group (inside and outside).

Where pipes enter or exit manholes, a "Kor-N-Seal" molded neoprene boot with stainless steel internal and external bands as manufactured by the National Pollution Control Systems. Inc., Nashua, New Hampshire, or a polyurethane joint with a short transition joint as manufactured by Moorform Corporation, Centralia, Illinois, or an approved equal (or superior) connection shall be provided.

Cast Iron Frames, Covers, and Grates: After completion of manhole inlet, set cast iron frame in full mortar bed after adjusting to required elevation. Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "STORM SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the engineer. The frame and cover shall be heavy duty traffic bearing.

Plastic Filter Fabric: Plastic Filter Fabric shall be the non-woven type and shall comply with sections 514 and 985 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Concrete: Concrete shall comply with Section 345 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Minimum compressive strength at 28 days shall be 4,000 psi.

9.2 DETENTION AREAS AND GRASSED SWALES:

Swales must be landscaped with seeding, sodding, or sprigging, which does not inhibit the infiltration rate of the soil. Engineer requires 48 hours notice prior to landscaping of infiltration areas to make appropriate inspections.

The system will require periodic maintenance for continued proper operation. This will include, as a minimum: A) removal of silt debris from surface infiltration areas and catch basins, and B) maintenance of vegetative cover in surface infiltration areas.

9.3 STORMWATER DRYWELLS:

Drywells shall be constructed to the dimensions as detailed in the plans. The washed granular material shall have of a void ratio of not less than 0.4 and the gradation shall conform to section 901 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction". The dry well shall be completely wrapped in woven (as opposed to spun) filter cloth with a minimum 2 feet of overlap at field joints. The dry well shall contain perforated pipes as detailed in the plans.

9.4 INSTALLATION:

The Contractor shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the storm sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing storm sewer systems shall be coordinated by the Contractor with the Utility Authority. Adequate traffic control shall be provided.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between storm sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-25, the Engineer of record will be responsible for observation of construction of the Storm Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction before the system can be placed in service.

9.5 TESTS:

The Contractor shall coordinate all Tests and Inspections with the Utility Authority and the Engineer. All lines, fittings and manholes shall be clean and dry before the Inspector is summoned. Tests and subsequent corrections shall be at the expense of the Contractor.

Non-Perforated Storm Sewers: Leakage tests by exfiltration and/or infiltration will be made on all pipe as deemed by the Engineer. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.2 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

9.6 EROSION PROTECTION:

New and existing drainage structures shall be protected from soil erosion sedimentation by placing baled hay around structures.

Staked baled hay and silt fence barriers shall be installed downhill from any earthwork activity, and in all areas subject to soil erosion, prior to start of construction.

Soil erosion sedimentation shall be controlled during all phases of construction.

ALL SOIL EROSION SEDIMENTATION SHALL BE RETAINED ON SITE.

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.COM

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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1**	04/09/2025	REVISIONS PER TRC COMMENTS

DAG ARCHITECTS

MORGAN SPORTS COMPLEX IMPROVEMENTS
DESTIN, FLORIDA

SPECIFICATIONS II
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-95
DATE: 02-2025
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
08 OF 08

SHEET NUMBER
C08

File: C:\Users\MSJ\JE\24-95 COD Morgan Maint. Facility Addition - Documents\Drawings\24-95 Design.dwg - Last Saved: 4/3/2025 1:05 PM by MSJ

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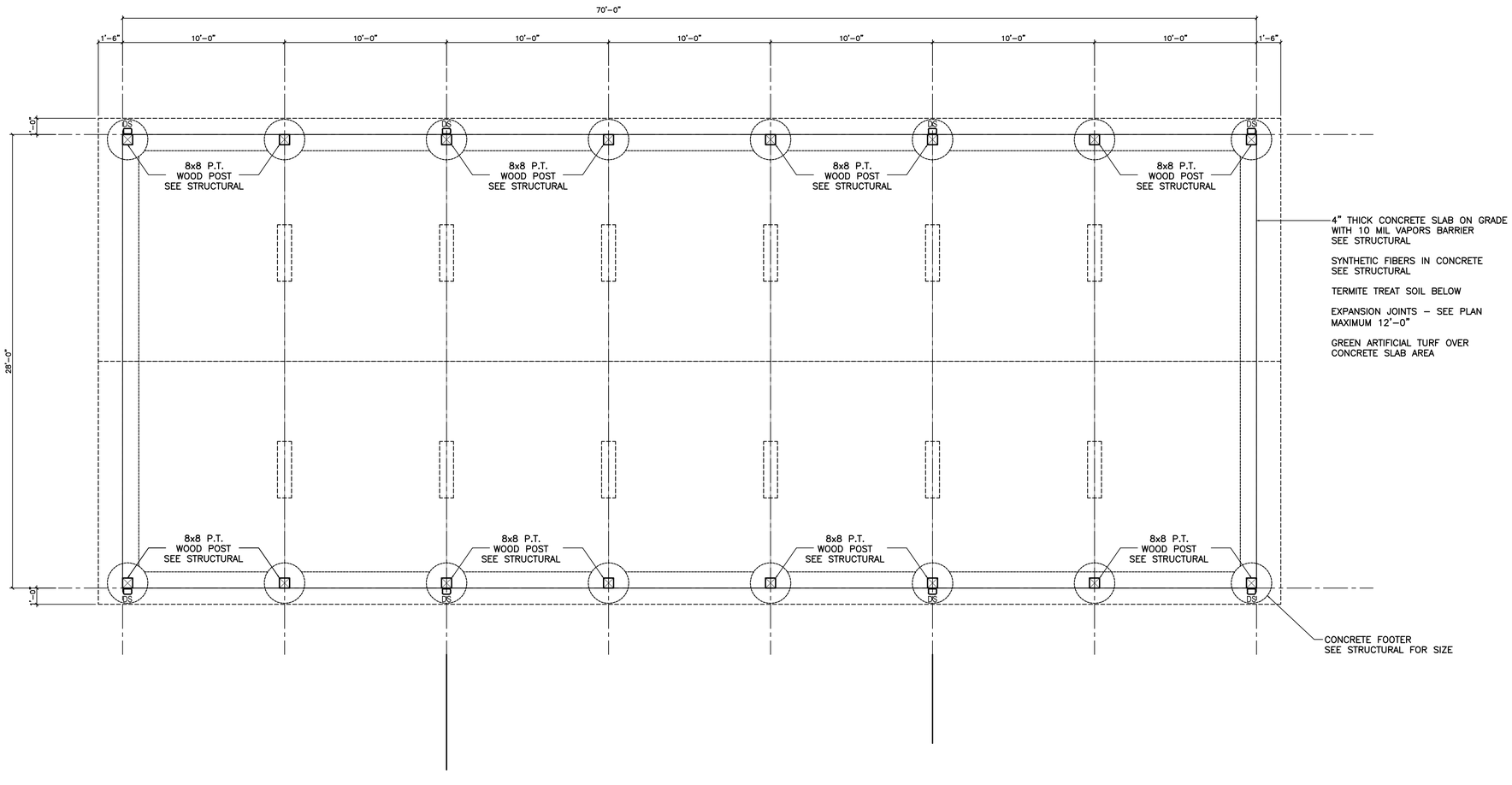
24140 A-101 FLOOR PLAN.DWG



A1	FLOOR PLAN - BATTING CAGE
SCALE: 1/4" = 1'-0"	

1 2 3 4 5

DAG ARCHITECTS

DAG Architects AR0009694
1223 Airport Road Destin, FL 32541
850.837.8152
www.DAGarchitects.com

PERMIT SET
04-21-2025

STATE OF FLORIDA
JOHN LEVI WEIGAND
AR100595
REGISTERED ARCHITECT

JOHN LEVI WEIGAND
FL. REGISTRATION NO. AR100595

Morgan Sports Center
Batting Cage

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date
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FLOOR PLAN
BATTING CAGE

PROJECT NUMBER	24140
DATED	2025.01.01

A-101

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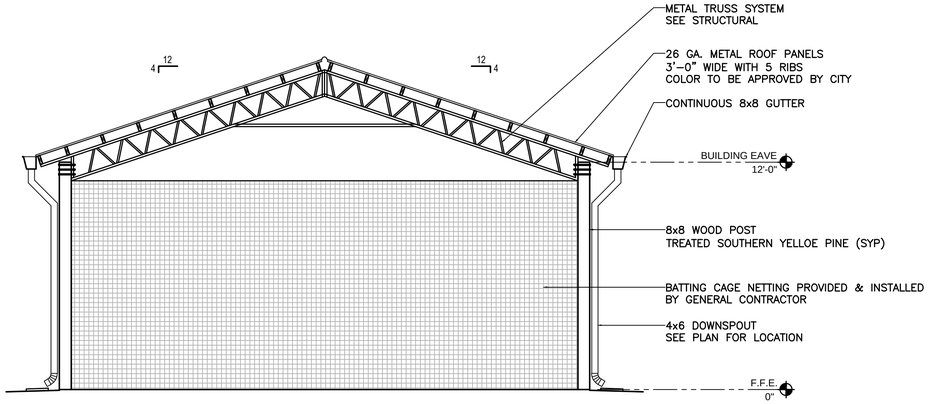
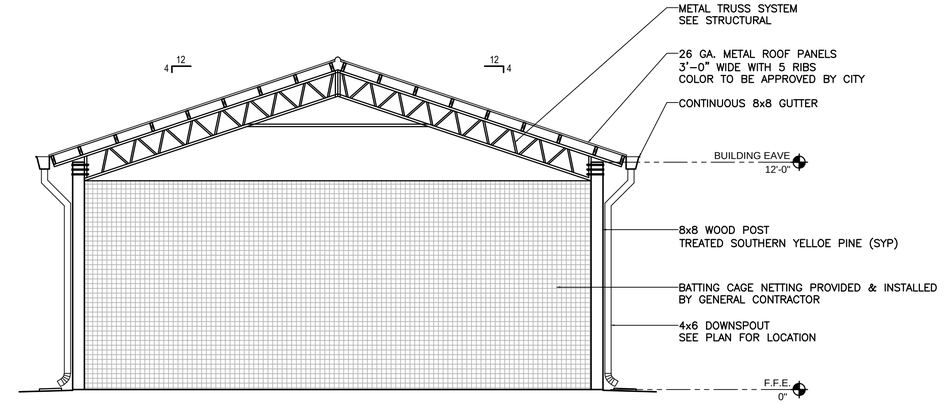
24140 A-101 FLOOR PLAN.DWG



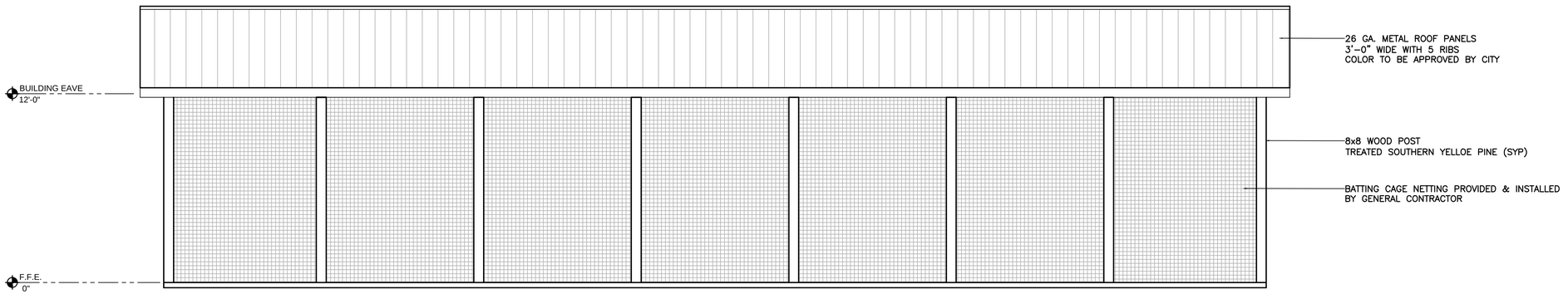
C1 FRONT ELEVATION

SCALE: 1/4" = 1'-0"



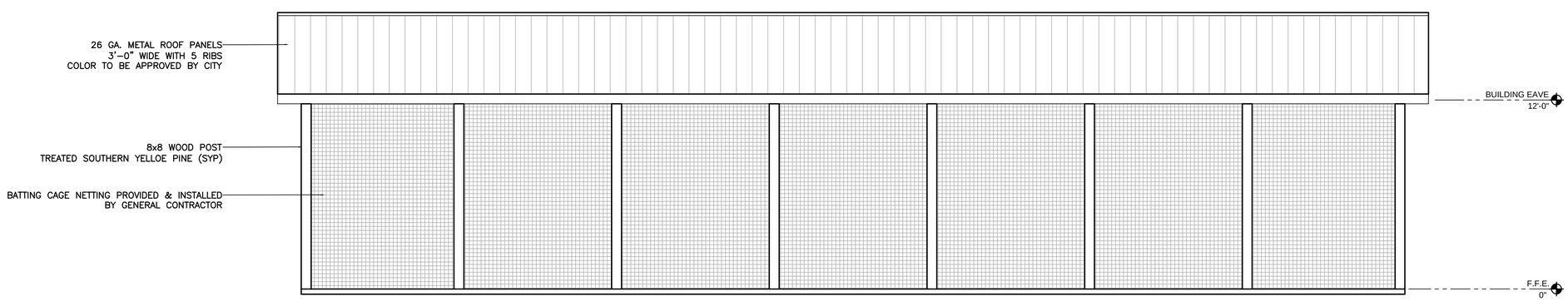
C3 REAR ELEVATION

SCALE: 1/4" = 1'-0"



B1 RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



A1 LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

1 2 3 4 5

DAG ARCHITECTS

DAG Architects AR0009694
1223 Airport Road Destin, FL 32541
850.837.8152
www.DAGarchitects.com

PERMIT SET
04-21-2025

STATE OF FLORIDA
JOHN LEVI WEIGAND
AR100595
REGISTERED ARCHITECT

JOHN LEVI WEIGAND
FL. REGISTRATION NO. AR100595

Morgan Sports Center
Batting Cage

4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541

REVISIONS:

No.	Description	Date
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EXTERIOR
ELEVATIONS

PROJECT NUMBER	24140
DATED	2025.01.01

A-201

"Any modifications, whether in-field or prior to construction, must be submitted, reviewed, and approved by the EOR before modifications take place. MK Weber bears no liability for any modifications made outside of this signed and sealed plan set without prior approval. Any requests for modifications, whether prior to construction or in-field, must be submitted to the EOR in writing. The owner and/or contractor understands that any requested modifications to the plan set may take several weeks to process and should plan accordingly. There is no guarantee that requested modifications will be approved. Any modifications requested must be reflected in a revised set of drawings that bear the EOR's signature and seal."

STRUCTURAL NOTES

GENERAL

1. DESIGN CODE DATA
   2023 FLORIDA BUILDING CODE
   ASCE 7-22: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
   AISC 360-05: SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

2. DESIGN LOADS:
   ROOF DEAD LOADS: 5 PSF
   ROOF LIVE LOADS: 20 PSF - ON ROOF MEMBERS WITH REDUCTION ON SUPPORTING FRAMES AS PERMITTED BY PER FBC 2023 - SECTION 1607.11.1 UNIFORM LIVE LOAD REDUCTION.

WIND DESIGN CRITERIA
   WIND LOAD: 138 MPH 3 SECOND GUST
   NOMINAL DESIGN WIND SPEED: 107 MPH
   INTERNAL PRESSURE COEFFICIENT: 0.0 (OPEN)
   RISK CATEGORY 1 BUILDING (THIS STRUCTURE IS DESIGNED AS AN UNINHABITABLE STRUCTURE AND SHALL NOT BE CONVERTED TO A HABITABLE WITHOUT PRIOR APPROVAL FROM ENGINEER OF RECORD)
   EXPOSURE CATEGORY C
   BASE VELOCITY PRESSURE: 35.3 PSF

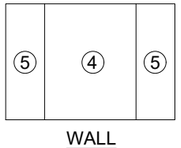
4. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON OR EXISTING STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.

COMPONENTS AND CLADDING				
ROOFS	DESIGN PRESSURE (ULT)		DESIGN PRESSURE (ASD)	
TRIBUTARY AREA 10 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 1 max	34.4	31.6	20.6	19.0
ZONE 2 max	53.0	48.9	31.8	29.3
ZONE 3 max	68.7	63.2	41.2	37.9
TRIBUTARY AREA 100 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 1 max	34.4	31.6	20.6	19.0
ZONE 2 max	34.4	31.6	20.6	19.0
ZONE 3 max	34.4	31.6	20.6	19.0
WALLS	DESIGN PRESSURE		DESIGN PRESSURE	
TRIBUTARY AREA 10 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 4	35.3	38.8	21.2	23.3
ZONE 5	35.3	49.4	21.2	29.6
TRIBUTARY AREA 100 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 4	29.0	32.6	17.4	19.5
ZONE 5	29.0	36.9	17.4	22.2

5. SNOW LOAD (**S**)
2.52psf = Roof Snow Load **3**psf = Ground Snow Load
Thermal Factor = **1.20** Snow Exposure Factor = **1.00** Snow Importance Factor = **1.0**

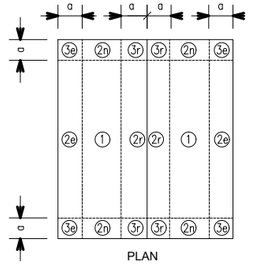
6. SEISMIC LOAD (**E**)
Equivalent Lateral Force Procedure
0.11 = 0.2s Short Period Spectral Response Acceleration S(s)
0.061 = 1.0s Spectral Response Acceleration S(1)
Site Classification =**D**
Seismic Importance Factor =**1.00**

WIND ZONES



WALL

*8'-0" EDGE DISTANCE



PLAN

Gable and Flat Roofs 7° < Ø < 45°
a = 8'-0"

7. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. THE STRUCTURAL ENGINEER ASSUMES NO LIABILITY FOR THE STRUCTURE DURING CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION AND ALL JOB SITE SAFETY.

9. VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION - DO NOT SCALE DRAWINGS.

10. CONCRETE

FOOTING AND FOUNDATION WALL	3,000 PSI @ 28 DAYS
SLAB ON GRADE	3,000 PSI @ 28 DAYS
ALL OTHER CIP CONCRETE	3,000 PSI @ 28 DAYS
CONCRETE REINFORCING STEEL	60 KSI, ASTM A615

11. FOUNDATION
1. ALLOWABLE SOIL BEARING CAPACITY = 2,000 PSF FOR FOOTINGS (PRESUMPTIVE)
2. GRADE AREAS IN ACCORDANCE WITH ELEVATIONS AND GRADES SHOWN ON THE SITE DRAWINGS AND AS REQUIRED FOR DRAINAGE.
3. ALL SLAB ON GRADE AREAS SHALL BE PROOF ROLLED. ALL SOFT SPOTS SHALL BE REMOVED AND REPLACED WITH COMPACTABLE FILL.
4. SLAB ON GRADE TO BE CONSTRUCTED ON A MINIMUM OF 6" OF COMPACTED GRANULAR FILL.
5. ALL FILL MATERIAL USED IN GRADING OPERATIONS SHALL CONSIST OF EARTH, WHICH IS FREE OF DEBRIS, BOULDERS OR ORGANIC MATERIAL. FILL SHALL BE PLACED IN MAXIMUM OF 12" LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.
6. ALL FOOTINGS SHALL BEAR ON UNDISTURBED SOIL OR COMPACTED FILL HAVING A MINIMUM ALLOWABLE BEARING CAPACITY AS INDICATED ABOVE.
7. THE ENGINEER SHALL BE NOTIFIED IF ACTUAL FIELD CONDITIONS DO NOT MEET BEARING REQUIREMENTS OR, IF QUESTIONABLE SOIL CONDITIONS ARE DISCOVERED INCLUDING BUT NOT LIMITED TO PEAT AND OTHER HIGH ORGANIC SOILS.
8. ANY FOUNDATION UNDER THE BASE FLOOD ELEVATION SHALL COMPLY W/ R322.2.2 OF THE FLORIDA BUILDING CODE & WILL PROVIDE FLOOD VENTS TO MEET THESE REQUIREMENTS.

12. STEEL

ANGLES, PLATES, AND CHANNELS	36 KSI, ASTM A36
SQUARE AND RECTANGULAR HSS	46 KSI, ASTM A500 GRADE B,
BOLTS @ RIDGE (PEAK):	(2) GRADE A5, 5/8" W/ (4) FLAT & (2) LOCK WASHERS
BOLTS @ TRUSS TO POST CONN.	(3) 5/8" THRU-BOLTS & (6) 2"x2"x1/8" FLAT & LOCK WASHERS
WELDING ELECTRODES	E70XX

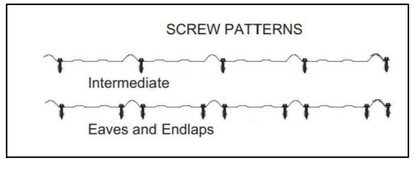
13. WOOD
2x8 AND SMALLER SYP NO. 2 OR BETTER
MINIMUM DESIGN VALUES

Fb	1,500 PSI
Ft	825 PSI
Fv	175 PSI
$Fc^{\perp}$	565 PSI
FcII	1,600 PSI
E	1,600,000 PSI
Emin	580,000 PSI

6x6, 8X8, 10X10 OR 12X12 WD POST TREATED SOUTHERN YELLOW PINE (SYP)
MINIMUM DESIGN VALUES

Fb	1,350 PSI
E	1,500,000 PSI

14. ROOF & WALL SHEATHING
ROOF METAL PANELS SHALL BE 26 GA. x 3'-0" WIDE w/ 5 RIBS



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MK WEBER
structural engineering
3200 W. 23RD STREET
PANAMA CITY, FL 32405
MKWEBER.COM
FL CERTIFICATE OF AUTHORIZATION # 33120

MICHAEL K. WEBER
LICENSE
No. 75798
STATE OF FLORIDA
PROFESSIONAL ENGINEER

EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
FLORIDA P.E. # 75798

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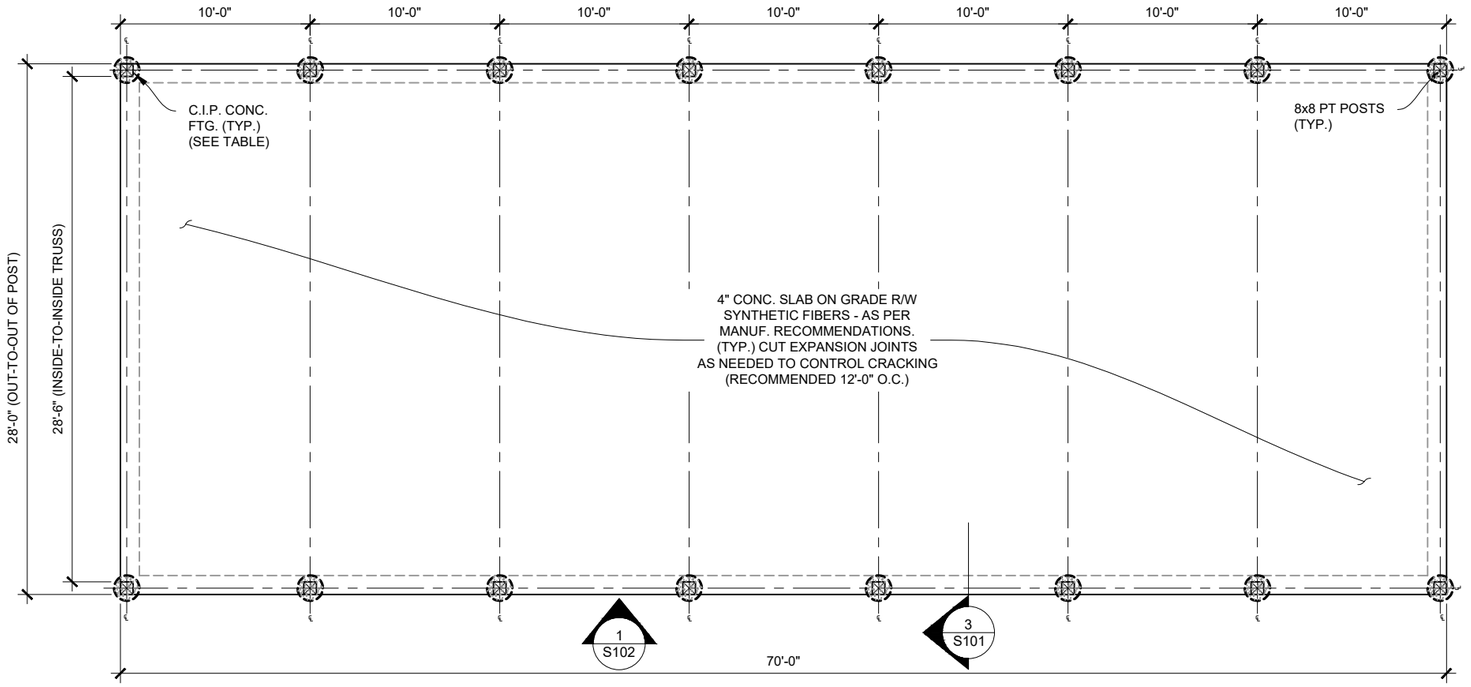
Open 28'x 70'x 12' Pole Barn for:
Morgan Sports Center
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

REV.	DESCRIPTION	DATE

JOB NUMBER:	25064
DRAWN BY:	DAW
CHECKED BY:	RES
PLOT DATE:	3/3/2025

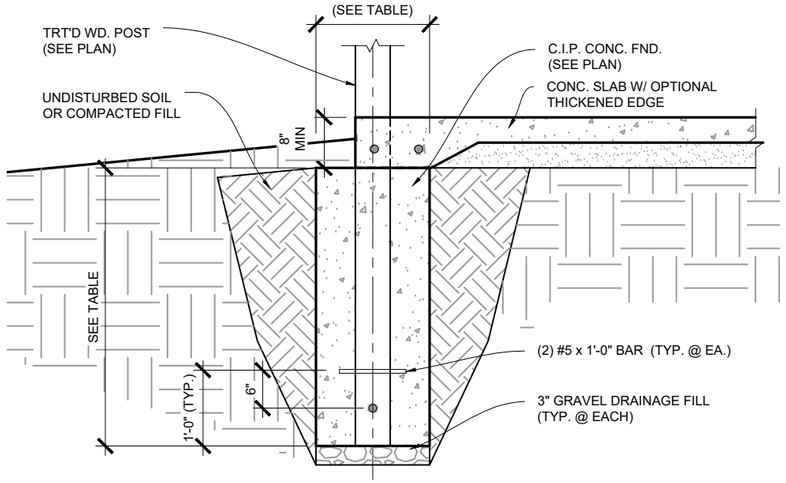
SHEET TITLE
GENERAL NOTES

DRAWING NUMBER
S100

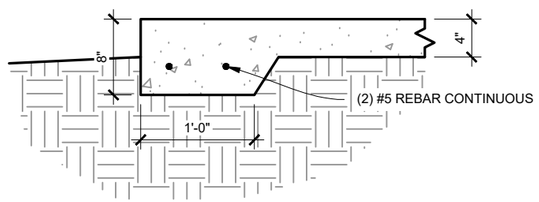


1 FOUNDATION PLAN
1/8" = 1'-0"

NOTE:
ALL POSTS ARE TO BE SET TO THE INSIDE-TO-INSIDE TRUSS DIMENSION - PER TRUSS MANF. REGARDLESS OF OVERALL DIMENSION



2 FOUNDATION DETAIL
1/2" = 1'-0"



3 THICKENED EDGE DETAIL
3/4" = 1'-0"

Bldg. Width	8x8 Column Spacing (Ft)	Columns Req. Concrete (lbs)	Column Hole Diameter (in)	Column Hole Depth (in)
28.0	10.0	1237.0	24.0	48.0

4 POLEBARN CONCRETE FNDN
N.T.S.

NOTE:
ALL BAG MIX QUICK-RETE OR EQUAL MUST BE PRE-MIXED W/ WATER PER MANUFACTURES RECOMMENDATIONS PRIOR TO PLACING IN THE HOLE

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WEBER
structural engineering
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FLORIDA P.E. # 75798

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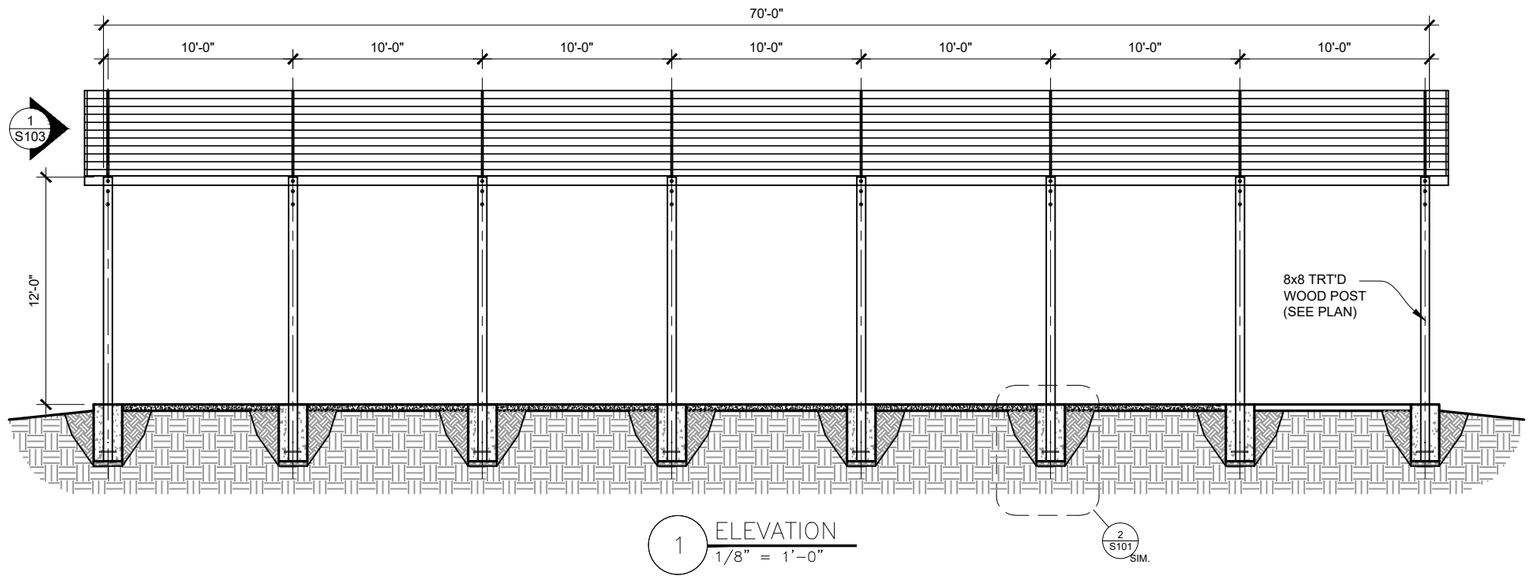
Open 28' x 70' x 12' Pole Barn for:
Morgan Sports Center
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

REV.	DESCRIPTION	DATE

JOB NUMBER:	25064
DRAWN BY:	DAW
CHECKED BY:	RES
PLOT DATE:	3/4/2025

SHEET TITLE
FOUNDATION PLAN & DETAILS

DRAWING NUMBER
S101



1 ELEVATION
1/8" = 1'-0"

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MK WEBER
structural engineering

3200 W. 23RD STREET
PANAMA CITY, FL 32405
MKWEBER.COM

FL CERTIFICATE OF
AUTHORIZATION # 33120

MICHAEL K. WEBER
LICENSE
No. 75798
STATE OF FLORIDA
PROFESSIONAL ENGINEER

EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
FLORIDA P.E. # 75798

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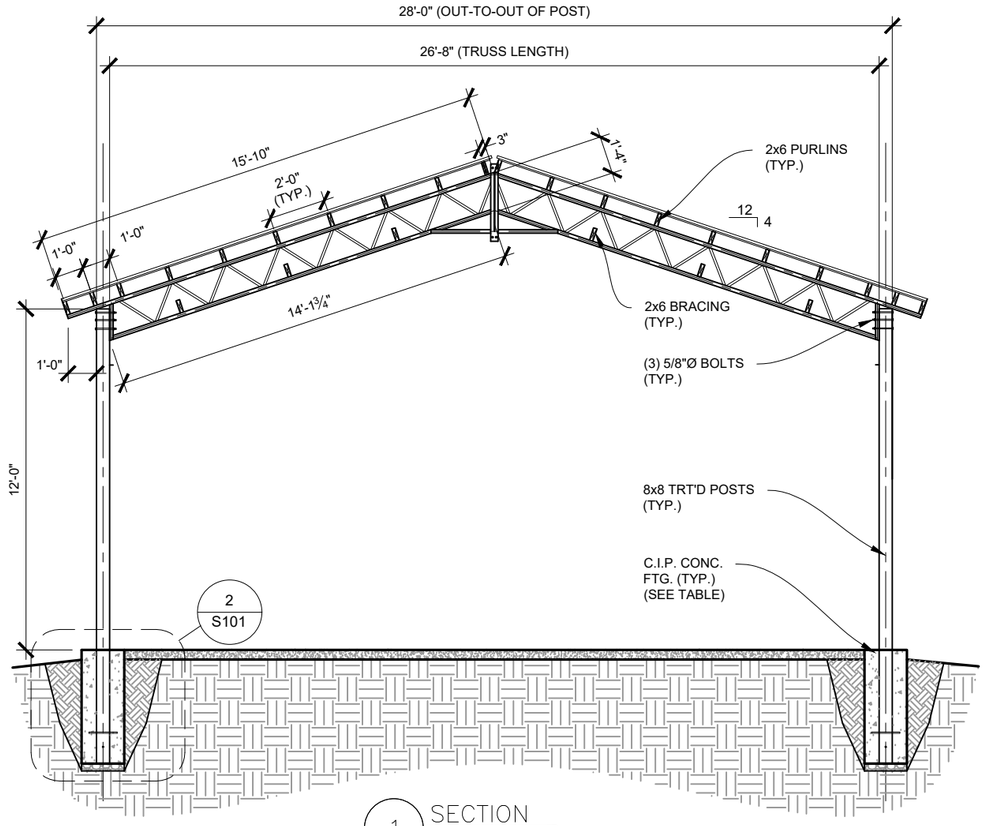
JOB NUMBER:	25064
DRAWN BY:	DAW
CHECKED BY:	RES
PLOT DATE:	3/3/2025

SHEET TITLE
ELEVATIONS

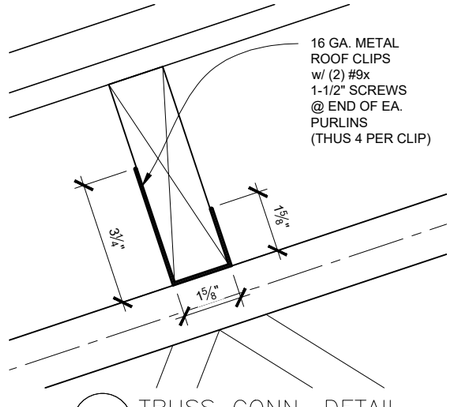
DRAWING NUMBER
S102

ALL HOLES IN CHORD & WEB ITEMS ARE 11/16" Ø
1" FROM ENDS AND/OR CENTERED RELATIVE TO ENDS.
TOP CHORD MATERIAL SHALL BE HSS1-1/2x1-1/2x14GA.
BOTTOM CHORD SHALL BE HSS1-1/2x1-1/2x14GA.
DIAGONAL WEB MEMBERS SHALL BE HSS1x1x14GA.
RIDGE COLLAR-TIE SHALL BE L1-1/2x1-1/2x1/8"
VERTICAL ENDS SHALL BE L1-1/2x1-1/2x1/8"

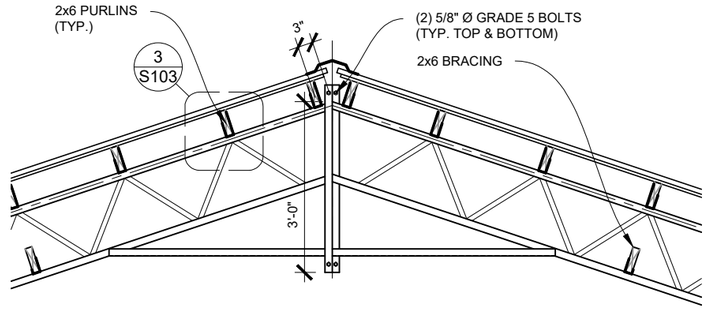


1 SECTION
3/16 = 1'–0"

NOTE:
ALL POSTS ARE TO BE SET TO THE INSIDE-TO-INSIDE TRUSS DIMENSION - PER TRUSS MANF. REGARDLESS OF OVERALL DIMENSION



3 TRUSS CONN. DETAIL
3" = 1'–0"



2 TRUSS CONN. DETAIL
3/8" = 1'–0"

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REV.	DESCRIPTION	DATE

JOB NUMBER:	25064
DRAWN BY:	DAW
CHECKED BY:	RES
PLOT DATE:	3/3/2025

SHEET TITLE
SECTION & TRUSS DETAILS

DRAWING NUMBER
S103

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS RFB NO. 25-04-REC
DESTIN MORGAN SPORTS CENTER BATTING CAGES

MAY 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

The City received the questions from a potential bidders with respect to the City's RFB NO. 25-04-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

1. The contractor should determine best method for delivery and installation of materials required, including concrete.
2. Yes, the general contractor will be responsible for pulling permits at their cost.
3. Contract duration will be 90 days from NTP
4. Start date will be mid-July or later
5. Liquidated damages will be $250 a day
6. No bid bond is required
7. A performance and payment bond will be required
8. Total budget is approximately $85,000
9. Engineer's estimate is approximately $82,400
10. Construction area will be closed to the public
11. Contractor is responsible for fencing/barriers needed to secure the site
12. Laydown site can be coordinated with the city and will be at Morgan Sports Center property
13. Plan set provided is all that we have available
14. No specific type of netting is required, black, no bigger than 1 ¾" mesh, #62 gauge minimum, provide specs with quote (project description sheet)
15. Contractor responsible for demolition of any existing structure and removal of debris from the site
16. Contractor is responsible for restabilizing the permanent grassing
17. No protective measures are required
18. Artificial turf - Face weight 34 oz. – Yarn Type: Poly – height ½" – Backing 5mm. Contractor to submit a product specification. (product description sheet) With a quote.
19. Sidewalk repair noted in item 2.9 is referring to the area north of the proposed maintenance facility, where utility connections are proposed to be extended through the existing parking area, area called out on Sheet CO2 of the plan set
20. Silt fence should be installed at property boundaries or down gradient areas to ensure sedimentation is contained on the project site.
21. Unit price to repair irrigation damaged during construction.
22. Unit price to replace sodding if damaged during construction

23. See attached soils information for the site. It is anticipated groundwater will be deeper than 80 inches from the existing grade
24. See attached cord reel info, power requirement will be 30 amp circuit

The bid opening date for RFB 25-04-REC remains May 22, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

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

Receipt of Addendum No. 1 is hereby acknowledged:

_____
Print Name

_____
Signature

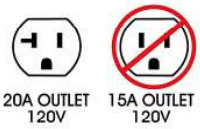
_____
Date

Retractable Cord Reel - Heavy Duty, 45', Single Outlet



Never wind a cord again. Pull down for safe and easy access.

- Wall and ceiling mountable. Hardware included.
- Cord locks to desired length, retracts with slight tug.
- Single grounded outlet with resettable circuit breaker.
- Industrial grade polyethylene housing.
- Requires a 20A outlet.



20A OUTLET 120V | 15A OUTLET 120V

More Images

ETL/C-ETL Listed

MODEL NO.	DESCRIPTION	DIMENSIONS L x W x H	CORD LENGTH	GAUGE/ CONDUCTOR	125V RATING	WT. (LBS.)	PRICE EACH		IN STOCK SHIPS TODAY
							1	4+	
H-10990	Heavy Duty	13 3/4 x 5 1/4 x 15 1/4"	45'	12/3	20A	17	$250	$240	1 ADD

SHIPS VIA UPS

Additional Info | Shopping Lists | Request a Catalog

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Okaloosa County, Florida



March 3, 2025

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

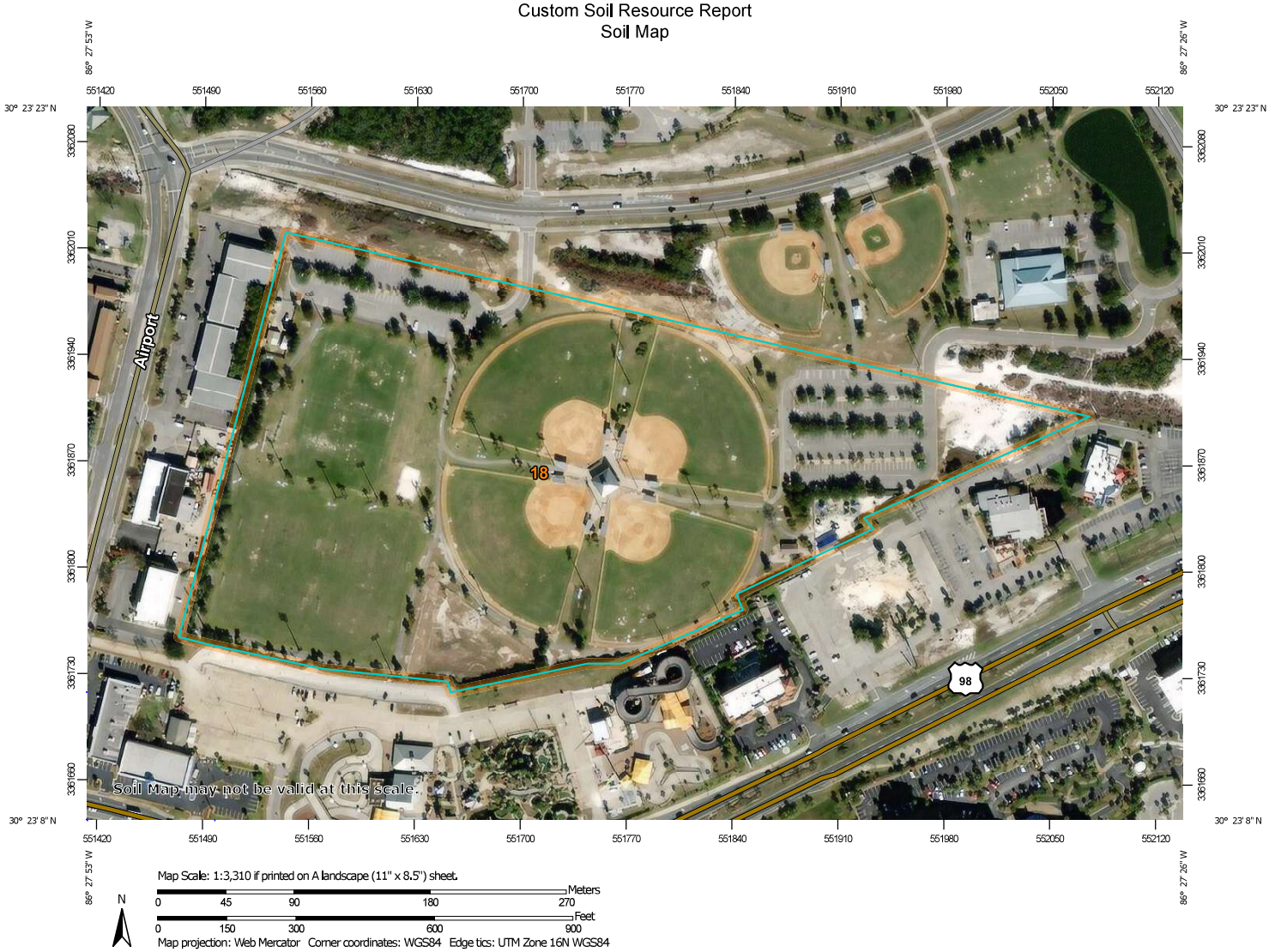
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:3,310 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 45 90 180 270

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Okaloosa County, Florida
Survey Area Data: Version 23, Aug 26, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Dec 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
18	Newhan-Corolla complex, 2 to 30 percent slopes	25.8	100.0%
Totals for Area of Interest		**25.8**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas.* Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Okaloosa County, Florida

18—Newhan-Corolla complex, 2 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2w4gq
Elevation: 0 to 20 feet
Mean annual precipitation: 60 to 73 inches
Mean annual air temperature: 63 to 72 degrees F
Frost-free period: 236 to 306 days
Farmland classification: Not prime farmland

Map Unit Composition

Newhan and similar soils: 60 percent
Corolla and similar soils: 30 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Newhan

Setting

Landform: Dunes on marine terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy eolian deposits

Typical profile

C - 0 to 80 inches: sand

Properties and qualities

Slope: 2 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 50.02 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Slightly saline to moderately saline (4.0 to 8.0 mmhos/cm)
Sodium adsorption ratio, maximum: 20.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Ecological site: F152AY205FL - Central Coastal Adjacent Dune
Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Other vegetative classification: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: No

Description of Corolla

Setting

Landform: Rises on dunes on marine terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 3 inches: sand
C - 3 to 80 inches: sand

Properties and qualities

Slope: 2 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 50.02 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: Rare
Frequency of ponding: None
Maximum salinity: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm)
Sodium adsorption ratio, maximum: 20.0
Available water supply, 0 to 60 inches: Very low (about 1.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A/D
Ecological site: F152AY200FL - Central Coastal Adjacent Ridges and Rises
Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Other vegetative classification: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: No

Minor Components

Duckston

Percent of map unit: 10 percent
Landform: Flats on marine terraces, swales on marine terraces, depressions on marine terraces
Landform position (three-dimensional): Talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Ecological site: F152AY215FL - Central Coastal Adjacent Flooded Interdunal Flats
Other vegetative classification: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: Yes

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year: 2025

Posted Date: _____

Fund	Department	GL Account String	Project/Grant#	Current Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5722 Morgan Sport Center	001.5722.565000 MSC CIP	100040 Batting Cages	$ 106,000.00	$ 28,500.00	$ 134,500.00
001 General Fund	5722 Morgan Sport Center	001.5722.512000 MSC Regular Salaries		$ 282,183.00	$ (28,500.00)	$ 253,683.00

Purpose: Increase budget for MSC Batting Cage as per RFP results. Regular Salaries has available funds due to vacancies to date.

Created by/Date: _____

Entered by/Date: _____

Approved by/Date: _____

ITEM # 2025-851

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Robert Tomasek, City Engineer

DATE: 7/14/2025

SUBJECT: RFQ 25-06-CD Crosstown CEI - Master Agreement with Halff Associates

I. BACKGROUND: At the July 7, 2025 council meeting, the Council chose Halff Associates as the firm to negotiate an agreement with for the CEI of the Crosstown Connector Project.

II. DISCUSSION: A Master Agreement with Halff Associates is attached. The fees and scope of work are included. The lump sum fee is $237,397.50 for the Phase 1 CEI, which is 9.963% of the construction contract. Once the master agreement with scope and fees is approved by council a work authorization can be issued by the city manager. The Work Authorization is attached.

A. Link to Strategic Goals / Objectives: 1.6 Two-Lane Crosstown Connector Project
B. Effect on Budget (EOB): The lump sum fee is $237,397.50 for the Phase 1 CEI which is expected to be no more than 180 days from Notice to Proceeds (NTP).

Staff propose using 2024 Construction Loan funds for CEI for Phase 1 of the Azalea Drive Extension stormwater installation.

	BOCC Construction Grant 305.5410.565000 Grant 500028	Gas Tax#2 306.5410.565000 Proj 100018	Transportation Impact Fees 311.5410.565000 Proj 100018	2024 Construction Loan 324.5410.565000 Proj 100018	TOTAL
FY 25 Adopted Budget*	3,300,000	717,351	1,634,068	4,475,441	10,126,860
Previous Expenses/Encumbrances	-	(17,351)	(62,842)	(2,383,819)	(2,464,011)
Available Program Budget	3,300,000	700,000	1,571,226	2,091,622	7,662,848
This Agreement +(-)				(237,398)	(237,398)
FY 25 Remaining Program Budget	$ 3,300,000	$ 700,000	$ 1,571,226	$ 1,854,225	$ 7,425,451

**FY 2025 ADOPTED BUDGET includes encumbrance balances rolled forward from previous years, amendments and transfers*

C. Level of Service (LOS): LOS will be increased.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff believe the master agreement with scope of work and fees for Phase 1 are reasonable and recommend council approval.

IV. RECOMMENDED MOTION: I move to approve the master agreement with Halff Associates for the CEI of the Crosstown Connector Project associated with RFQ 25-06-CD and for the city manager to execute a work authorization for the Phase 1 scope and fees.

Attachments:

1. City of Destin Master Agreement Crosstown Connector 7-10-2025
2. Phase 1 Work Authorization with Scope and Fees

CITY OF DESTIN, FLORIDA

AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (the "Agreement") made and entered into this 21st day of July 2025, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Halff Associates, Inc. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a contract for **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

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 CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 25-06-ENG ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3- CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "C".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "C", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 **CITY SERVICES**

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This agreement shall terminate upon successful completion of the Crosstown Connector Project from the date of this contract or as below.

6.2 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.

6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.

If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by PREQUALIFIED mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN	CONSULTANT
Larry Jones, City Manager City of Destin 4200 Indian Bayou Trail Destin, Florida 32541 (850) 837-4242	Douglas Pritchard, PA Halff Associates, Inc. 924 North Ferdon Blvd. Crestview, FL 32536 (850) 978-1968

ARTICLE 8- INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability and Business Automobile shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "E" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time

during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT 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 the state courts of Okaloosa County, Florida and nowhere else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure

this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:

11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.14.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

Larry Jones
Its: City Manager

Date

Attest to Signature:

Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

Kimberly Romano Kopp, City Attorney

CONSULTANT:

By: Eric Rosenstein, PE
Its: Client Service Manager

Date eric l rosenstein Digitally signed by eric l rosenstein DN: cn=eric l rosenstein, email=erosenstein@halff.com Reason: I am the author of this document Date: 2025.07.11 13:55:59 -04'00'

Witness to Signature:

Lisa Fricchione

Lisa Fricchione
Print Name

Witness to Signature:

Print Name

EXHIBITS
A. Request for Proposal No. 25-06-CD
B. Halff RFQ Proposal
C. Fee Schedule
D. Work Authorization – Phase 1 CEI
E. Certificates of Insurance

EXHIBIT A

Request for Proposal No. 25-06-CD

REQUEST FOR QUALIFICATIONS
(RFQ)
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ No. 25-06-CD

RFQ DUE DATE: June 9, 2025 1:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541

City of Destin, Florida
May 7, 2025

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

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Plan Set…….

REQUEST FOR QUALIFICATIONS

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
RFQ No. 25-06-CD

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: **Monday, June 9, 2025, Not Later Than 1:00 P.M. (CT).**

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

One (1) original, so designated, one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 25-06-CD, "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN" 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
City Manager

NOTICE TO PROPOSERS
(Advertisement)

The City of Destin, Florida (City), is currently seeking sealed submittals for "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for City of Destin." The firm with the successful proposal shall be required to supply the City with copies of its current Liability Insurance and Workmen's Compensation coverage. **To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 25-06-CD" in the subject line of the email.** Proposals 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 "**RFQ No. 25-06-CD, "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN**", **along with the name, return address and telephone number of the firm submitting the proposal**, no later than 1:00 p.m. Central Time, on Monday, June 9, 2025 at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof up until formal award of the bid, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

SECTION 1 –SCOPE OF SERVICES AND GENERAL INFORMATION

1.1 SUMMARY OF THE SCOPE OF SERVICES:

The City of Destin, Florida, is seeking firms to enter into a "contract" to provide various CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for the City.

The Crosstown Connector Project will include the construction of a 2-lane roadway approximately .4 of a mile, a roundabout, various connections to existing roadway, underground stormwater retention chambers, stormwater structures and pipes, stormwater swales and ponds, sidewalks, signing and pavement markings, street lighting, and landscaping.

This project will be phased. Phase One will include the underground stormwater retention system and connections. Phase Two will include the remainder of the project. Phase One will be let in May of 2025, Phase Two will likely be let in the Fall of 2025. This procurement will include the CEI services for both Phases. Two separate task orders will be issued for the Phases. Exhibit B is the Plan Set, which is attached.

The intent of this RFQ is to acquire a broad range of CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for the City.

The terms "Consultant" and "Respondent" shall mean the firm submitting for this RFQ and will be used interchangeably in this solicitation.

1.2 NO CONTACT CLAUSE

All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin City Council, the City Manager, or City of Destin staff member other than the authorized City contact person identified in this RFQ, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal at the City's sole discretion.

1.3 TERM OF THE SERVICE

The City intends to enter into a **contract with the successful bidder.** This term may be negotiated by the parties.

A termination clause in the contract will allow either the City or the selected Consultant to terminate with proper notice, which shall be further and specifically defined in the contract between the City and Consultant.

The selected Consultant shall be required to assume responsibility for all services offered in their proposal. The selected Consultant will designate a sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

The resulting contract shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The service costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Task Order for the project. The City's standard form of consulting agreement will be utilized with appropriate changes and modifications for each specific circumstance.

The selected Consultant shall be required to assume responsibility for all services offered in their proposal. The selected Consultant will be the sole point of contact concerning contractual matters, including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated and will be based upon documented work completed satisfactorily.

1.4 SCOPE OF SERVICES TO BE PERFORMED:

The City is seeking consulting firms to enter into a "continuing contract" to provide various CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT for the City. The CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT required may include, but are not limited to the following:

Construction, Engineering, and Inspection Services

CONSTRUCTION ENGINEERING & INSPECTION (CEI) SCOPE OF SERVICES

TASK 1 – CONSTRUCTION OBSERVATION / INSPECTION AND SYSTEMS INTEGRATION
1.01 Pre-Bid Plan Review
1.02 General Construction Observation
1.03 Site Conditions Review
1.04 Stored Materials/Equipment Review
1.05 Design Discipline Site Visitations
1.06 Develop a Progressive List of Items Requiring Correction
1.07 City Notification of Accident Damage/Injury
1.08 Coordination with Adjacent Projects
1.09 Utility Coordination
1.10 Coordinate and Review Asphalt Testing
1.11 Quality Control & Verification Testing
1.12 Coordinate and Review Earthwork Testing
1.13 Coordinate and Review Concrete Testing
1.14 Video/Photo Documentation
1.15 Conduct Field Survey

TASK 2 – MEASUREMENT AND PAYMENT ADMINISTRATION

2.01 Review Progress Payments

TASK 3 – MEETINGS ADMINISTRATION
3.01 Preconstruction Meeting
3.02 Construction Progress Meetings
3.03 City Council Presentations

TASK 4 - CONTRACT INTERPRETATIONS AND MODIFICATIONS ADMINISTRATION
4.01 Coordinate Interpretations Review
4.02 Administration of Changed Work
4.03 Coordinate and Issue Change Proposal Requests (CPR's)
4.04 Work Change Directives (WCD's)
4.05 Change Orders (CO's)

TASK 5 – PROJECT CLOSEOUT / POSTCONSTRUCTION
5.01 Review Substantial Completion Submittal
5.02 Conduct Substantial Completion Inspection
5.03 Issue Substantial Completion Punch List
5.04 Document Project Warranties
5.05 Review Final Completion Submittal
5.06 Conduct Final Completion Inspection
5.07 Recommend Final Payment

TASK 6 – COMPLIANCE WITH FDOT SPECIFICATIONS AND LAP DOCUMENTATION REQUIREMENTS

6.01 Coordination with FDOT staff
6.02 Compliance with LAP guidelines
6.03 Submittal of Compliance Documentation to FDOT
6.05 Conduct Final Compliance Inspection
6.06 Compile & Submit Final Completion Submittal

TASK 1 – CONSTRUCTION OBSERVATION / INSPECTION

Objective: Observe, record, and report the Contractor's work progress to determine the work is in general conformance with the requirements of the Contract Documents. Document activity observed making note of deficiencies and any issues requiring resolution.

Consultant Activities:

1.01- 100% Plans Constructability Review
• Review and provide comments on the 100% plan set prior to the project being let.

1.02 - General Construction Observation
• Create and file daily work reports defining specified work completed and Contractor work force figures.
• Monitor construction activity to verify conformance with Contract Documents and document activities and observations.
• Record weather condition information
• Record Requests for Interpretation of Contract Document's provisions.
• Note construction deficiencies and punch list items.

1.03 - Site Conditions Review
• Review overall condition of site for excessive construction debris or erosion, and proper drainage and access
• Review protection provisions for existing structures, piping, trees and other items designated to be protected.
• Verify that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project permits.
• Document deficiencies and notify the Contractor.

1.04 - Stored Materials/Equipment Review
• Coordinate with Contractor to facilitate review of major items prior to unloading and storage.
• Regularly review Contractor's storage areas to determine compliance with the Contract Documents.
• Notify the Contractor of any damaged or improperly stored materials.

1.05 - Design Discipline Site Visitations
• Coordinate design discipline site and other visitations.
• Follow-up of any site deficiencies noted by design team members.
• In the event of visitation by regulatory officials, follow up with telephone contact to get their impressions and comments.
• For special visitations, ensure proper persons representing the various interested parties are present.

1.06 – Develop a Progressive List of Items Requiring Correction
• Monitor construction throughout the Project duration and identify deficient items.
• Provide Contractor with an updated list at construction meetings.
• As deficiencies are corrected, revise the list by deleting corrected items.
• Distribute the deficiencies list updates to authorized parties.
• Utilize list to aid in identifying retainage amounts near Project completion.

1.07 - CITY Notification of Accident Damage/Injury
• Maintain communications with Contractor's superintendent to encourage prompt notification of accidents.
• Require lost-time accident reports at construction meetings.
• Upon observation or notification of an accident, take photographs and/or videotape of accident scene, make written notes and notify CITY.

1.08 – Coordination with Adjacent Projects and Business Owners
• Coordinate construction activities with neighboring projects to minimize disruptions to the public and ensure adherence to construction schedules
• Collaborate with local businesses to minimize the impact of construction on property access.

1.09 – Utility Coordination
• Provide coordination with each major project stakeholder in adjustments or relocation of existing or proposed utilities.
• Monitor, inspect, and document utility construction within project limits.
• Identify potential utility conflicts and assist in the resolution of utility issues.

1.10 - Coordinate and Review Asphalt Testing
• Document and maintain asphalt paving records in accordance with FDOT procedures.
• Provide Plant Verification of one asphalt sample.

1.11 - Quality Control Testing & Verification Testing
• Provide verification testing for all necessary work elements in conformance with applicable testing requirements.
• Utilize a certified FDOT materials testing laboratory for all material testing in conjunction with field verification testing.

1.12 - Coordinate and Review Earthwork Testing
• Establish communication of test result procedures and protocols with testing laboratory and Contractor.
• Review all test results to verify compliance with specified requirements and maintain Project Log.
• Verify areas of failing compaction are corrected to specified criteria.

1.13 - Coordinate and Review Concrete Testing
• Review concrete mix design with the Structural Engineer and Contractor to establish specification compliance relative to addition of water to concrete on site.
• Initiate a sampling program to verify correct numbers of cylinders are taken as called for in the specifications.
• Review field data to verify other items such as slump, air entrainment and special admixtures are in accordance with the Contract Documents.
• Review each failing compressive strength test to determine structural implications and course of corrective action required.
• Notify Contractor of subsequent testing which is required.

1.14 – Video/Photo Documentation
• Digitally video the pre-construction conditions throughout the project limits. Provide a digital photo log of project activities with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
• Provide showcase photos (before/after) at various locations throughout the project.

1.15 – Conduct Field Survey
• Verify surveying services to obtain original, final, as well as progress estimate quantities for payment of all critical backfill earthwork pay items.
• Upon request, check construction layout when deemed necessary by the project coordinator.

Deliverables: - Comments on 100% Plan Review
- Daily Work Reports
- Weekly Construction Progress Report
- Notice of Non-Compliance with the Intent of the Contract Documents
- Weekly Project Status Report
- Written Notification of Required Site work Action
- Written notification of damaged or improperly stored materials with adjustment to payment
- Documentation of site visitation in Project Log. Field reports documenting results of field visitation.
- Monthly punch list of work
- Video/Photo documentation
- Documentation of accident damage/injury

TASK 2 – MEASUREMENT AND PAYMENT ADMINISTRATION

Objective: Obtain a reasonably balanced distribution of costs to the various elements of the total construction in the Contractor's Schedule of Values (cost breakdown) to serve as a basis for progress payments and determination of cost impact of changes.

Consultant Activities:

2.01 - Review Progress Payments
• Review draft application for payment in comparison to measured or estimated quantities. Make notations of:
- Deficient work not recommended for payment until corrected.
- Deletion of payment for stored materials and/or equipment which do not have approved Shop Drawings and/or proper invoices; and
- Reduction of value for partially completed items claimed as complete.
- Return a copy of the reviewed draft to the Contractor.
• Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
• Meet with Contractor to reconcile discrepancies.
• Review revised application for payment and, if appropriate, advise Contractor to submit the required number of copies.
• Distribute executed copies as established in preconstruction conference minutes.
• Monitor total payments to adjust retainage amounts as specified in the Contract Documents.
• As Project nears completion, and at CITY's direction, adjust retainage from fixed percent to only enough retainage to provide for work completion.

Deliverables: - Written review comments of Schedule of Values
- Written review comments of each Application of Payment as required until each payment is acceptable.
- Recommendation for CITY payment.

TASK 3 – MEETING ADMINISTRATION
Consultant Activities:

3.01 - Preconstruction Conference
• Identify with CITY and Contact the parties to be included in the meeting.
• Notify all parties as to the time and place of the meeting. Provide preliminary agenda for attendee input.
• Prepare final meeting agenda and produce copies for all expected participants for distribution at meeting.
• Prepare meeting place and provide for meeting documentation.
• Incorporate meeting discussions in final preconstruction meeting minutes.
• Distribute meeting minutes to all persons in attendance and to parties on meeting notice list not in attendance.

3.02 - Construction Meetings
• Provide standard formats for meeting agenda, notes and attendance rosters to promote consistent identification of meeting notes for filing and cross-referencing purposes.
• Establish date, place and agenda for regular construction meetings.
• Determine who is to be involved and notify them of schedule.
• Arrange for adequate meeting room and furnishings.
• Prepare agenda and distribute copies to those in attendance.
• Conduct meetings and document discussions.
• Distribute meeting minutes to all in attendance, and predetermined attendees not in attendance, within one week of meeting.

3.03 – City Council Presentations
• Provide standard format presentations for City Council meeting agenda as needed throughout the project cycle.

Deliverables: - Preconstruction Conference Meeting notification including agenda items
- Preconstruction Conference Meeting Minutes
- Construction Meeting notification including agenda items
- Minutes of each Construction Meeting

TASK 4 – CONTRACT INTERPRETATIONS AND MODIFICATIONS ADMINISTRATION

Objective: Provide timely reviews and responses to Contractor requests for interpretations or information and proposed modifications identified by the Contractors, CITY or design and construction engineering and inspection team.
Consultant Activities:

4.01 - Coordinate Interpretations Review
• Receive, log and distribute Requests for Information (RFI) to appropriate design team members for response.
• Review and respond to RFI's.
• Receive design team responses, log and distribute to Contractor.
• Prepare and issue response letters, Field Orders (FO's) or Change Proposal Requests (CPR's) as required.

4.02 - Administration of Changed Work
• Evaluate Project on a continual basis to determine when changes are required.
• Initiate necessary changes in the form of CPR's.
• Review costs presented on CPR's by Contractor.
• Review all CPR items and negotiated costs with CITY for CITY's approval.
• Assemble approved CPR's periodically into Change Orders (CO's). Include justification documents with each CO.
• Track CPR's and CO's through Contractor's acceptance, CITY's acceptance, Engineer's signature and CITY executive action.
• Maintain current status log of all CPR's and CO's.
• For minor changes involving no cost and no time changes, issue FO's.
• Review as-recorded drawings to verify changes in work are reflected as applicable.
• Review pay requests to verify CO items are broken out and that payment is not made until work is complete.

4.03 - Coordinate and issue Change Proposal Requests (CPR's)
• Collect technical information and evaluate proposed change. Prepare technical description of the CPR using necessary graphic details and specifications.
• Prepare Engineer's Opinion of Cost and evaluation of impact on Contract Time.
• Route the CPR through established clearinghouse for numbering, logging and issuance to the Contractor for pricing.
• Route copies to the appropriate Project files.
• Follow and report the status of CPR's using logs that track the dates of:
- Return from the Contractor with pricing;
- Engineer's review and recommendation of pricing; and,
- CITY's acceptance.

• Assist CITY with negotiations of cost and time.

4.04 - Work Change Directives (WCD's)
• Evaluate field activities to determine need for issuance of Work Change Directive when necessary to expedite extra work on a time and materials basis.
• Observe time and material work and reconcile costs with Contractor on a daily basis.
• Finalize WCD's in an appropriate Change Order when associated work is complete.

4.05 - Change Orders (CO's)
• Identify with the City's designated representative the combining of CPR's strategy and the timing of Change Orders.
• Update CPR and Change Order Logs and provide status reports tracking the execution of Change Orders.
• Monitor Contractor progress payment applications to allow payment only for executed Change Orders.

Deliverables: - Written responses to RFls
- Monthly summary of RFI processing and status
- Change Proposal Requests (CPR).
- Estimates of cost and time for each CPR
- Monthly summary of CPR status
- Work Change Directives
- Change Order prepared for execution by Contractor and CITY.
- Monthly summary of Change Order status

TASK 5 – PROJECT CLOSEOUT/POSTCONSTRUCTION

Objective: Conduct an orderly and properly documented Project closeout.

Consultant Activities:

5.01 - Review Substantial Completion Submittal
• Receive and review Contractor's required substantial completion submittal and determine if Project is ready for substantial completion inspection.
• Develop substantial completion submittal checklist.
• Verify submittal of all required documents.
• Review Contractor Record Drawings.
• Perform review of Record Drawing revisions.
• Review other substantial completion submittal documents for completeness and compliance with Contract provisions.
• Schedule substantial completion inspection.

5.02 - Conduct Substantial Completion Inspection
• Notify design team members of date or substantial completion inspection.
• Notify CITY's designated representative of the date of the substantial completion inspection.
• Prepare and distribute the punch list format to the parties conducting the inspection.
• Compile the punch list, review with CITY and transmit to the Contractor.
• Review progress of corrective action on punch list items and periodically update and re-issue.

5.03 - Issue Substantial Completion Punch List

• Review the findings of the substantial completion inspection with CITY and jointly determine the status of the Work.
• Address comments from either CITY or the Contractor regarding the tentative date of substantial completion or the punch list.

5.05 - Review Final Completion Submittal
• Receive and review the Contractor's required final completion submittal.
• Develop final completion submittal checklist.
• Verify submittal of all required documents.
• Review for completeness and compliance with Contract provisions.

5.06 - Conduct Final Completion Inspection
• Schedule the final inspection date and notify the Contractor and CITY.
• Assemble the various final completion submittal documents for the final inspection meeting and review them with the various parties.
• Conduct the final inspection.

5.07 - Recommend Final Payment
• Finalize all Project costs and determine the final adjusted amounts for construction as well as reimbursements for engineering services owed to CITY by the Contractor.

Deliverables: - Substantial completion checklist
- Substantial completion punch list
- Final completion of submittal checklist
- Written notification of date of final inspection
- Written notification of date and time of final inspection
- Recommendation for final payment
- Copy of final storage records for Project documentation stored by Consultant.

TASK 6 – COMPLIANCE WITH FDOT SPECIFICATIONS AND LAP DOCUMENTATION REQUIREMENTS

Objectives: The Consultant (as the City's agent) shall use the LAP Checklist for Federally Funded Professional Services Contracts (Form No. 525-010-49) and may use the Department's Acquisition of Professional Services Procedure (Topic 375-030-002) as references for developing procurement procedures for LAP projects.

6.01 Coordination with FDOT staff
Regularly communicating with FDOT district engineers, inspectors, and project managers regarding project status, potential issues, and necessary approvals.

6.02 Compliance with LAP guidelines
Adhering to all LAP specific requirements regarding documentation, reporting procedures, and quality control measures.

6.03 Submittal of Compliance Documentation to FDOT
Required documentation is outlined in the previous tasks, including but not limited to Daily construction reports, Material testing reports, As-built drawings, Submittal review, Inspection reports, and Non-compliance documentation.

6.05 Conduct Final Compliance Inspection

6.06 Compile & Submit Final Completion Submittal

Deliverables: - Final completion of submittal checklist
- Written notification of date of final inspection
- Written notification of date and time of final inspection
- Recommendation for final payment
- Copy of final storage records for Project documentation provided to the City and stored by Consultant.

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

A. The City will accept RFQ responses until **June 9, 2025** at **1:00 P.M. (CT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFQ NO. 25-06-CD CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT.**

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the Respondent to have their RFQ submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFQ 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 the Respondent'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 RFQ and prior to the award being made.

C. All RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **June 9, 2025 no later than 1:00 P.M. (CT).** All Respondents or their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL. 32541.

D. Respondents may request information or clarification regarding the RFQ in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. The City may not accept requests for information or clarification that are propounded seven (7) days or fewer prior to the submittal deadline.

E. If any addendum(s) are issued to this RFQ, the City will attempt to notify all prospective respondents. It shall be the responsibility of each Respondent, prior to submitting the RFQ 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 RFQ response.

F. **One (1) original, so designated and one digital (USB Only) copy** of the RFQ responses shall be submitted in a sealed package clearly marked on the outside **"RFQ NO. 25-06-CD CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT"** and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Responses shall clearly indicate the legal name, address and telephone number of the Respondent. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Respondent to the submitted RFQ. Respondents must include their Federal I.D. number on their RFQ submittal.

H. All expenses for making RFQ responses to the City shall be borne by the Respondent.

I. Responses shall be evaluated by the City's Bid Committee based on all information submitted, ranking of the respondents will be generated according to evaluation criteria listed within this document. Refer to Section 4 of this RFQ for evaluation criteria. The top two ranked respondents (top ranked and first alternate) will be submitted to the City Council for approval.

J. The Bid Committee shall consist of City of Destin staff members.

K. A **sample** draft agreement that the City intends to execute with the successful respondent is attached to this RFQ as Exhibit "A." The City reserves the right to modify any and all contract language prior to execution. The actual scope of services and consulting fees will be negotiated.

L. Each Respondent, by submission of an RFQ response, acknowledges that in the event of any legal action challenging the award of a RFQ; the Respondent's damages, if any, shall be limited to the actual cost of the preparation of the RFQ.

M. Termination provisions for cause and convenience including manner and basis for settlement are found in Section 6.0 of the sample contract attached as Exhibit "A".

N. Contracting with City Employees or Board/Committee Members: Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

SECTION 3 – RESPONSE SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

A. **General Requirements.** The purpose of the RESPONSE is to demonstrate the proposals, competence, and capacity of the respondents seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than their length, form or manner of presentation. The technical response should demonstrate the qualification of the respondent and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFQ requirements.

The selected Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Consultant will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

B. **Certification and Licenses.** Respondents must include with their responses, copies of all applicable certificates and licensing or business permits in accordance with Florida State law.

C. **Detailed Response.** Respondent's detailed Response to the RFQ should be ordered in the following manner:

1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Respondent's primary proposals and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Respondent or person authorized to bind the Respondent to the submitted RFQ.

2. Firm's Proposals

a) Complete and submit Respondent's Qualification Statement, herein.
b) Describe the Firm and provide a statement of the Respondent's Proposals for performing requested consulting services. Identify the services which would be completed by your Respondent's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your Respondent's staff.
c) If the principal place of business is different than the location specified in the respondent's qualification statement, then Respondent shall specify office location where each project will be managed and produced.

3. Proposals of Project Team, (key project members) and availability of specialty resources.

Provide an overview of the Proposals of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

a) **An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".** This information shall be contained on a maximum of one (1) page.

b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project. Each resume is limited to one (1) page.

c) Sub-consultant firms and key personnel from these firms shall be clearly identified. Respondents are to recognize that the City will not allow substitution of key project members during the Contract period without the written agreement of the City.

d) Availability location and workload of the proposed team contained on a maximum of one (1) page including:

1. Current project work listing and remaining labor commitments.
2. Historically, describe the typical number of projects handled by the Respondent's key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identification of any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work

The response should include detailed information that demonstrates the Respondents understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the RFQ deliverables. This section shall be limited to no more than six (6) pages. Work Plans that are longer than 6 pages will not be evaluated after page 6.

5. References – Past Performance

Provide a list of two (2) governmental agencies references for similar Professional Services contracts for which the Respondent has completed or are in progress within the past three (3) years with the following information: 1) name of agency, 2) address, and 3) contact name and telephone number.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Bid Committee Members or designee will call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

6. Submittal of General Information and Procurement Forms and Documents

Procurement forms can be found in Appendix 'A' and must be completed, signed and notarized when required and submitted. In addition, all other request and supporting documentation should be included in this section, including:

a) Respondent Acknowledgement
b) Addenda Acknowledgement (if applicable)
c) Confirmation of Drug Free Workplace
d) Schedule of Sub-Consultant(s)
e) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form herein as an attachment.
f) Submit any Supplemental information relative to this RFQ
g) Completed Public Entity Crimes Statement

SECTION 4 – EVALUATION OF RESPONSES

4.1 SUBMISSION OF RESPONSES

A. RFQ Requirements

Section 287.055, Florida Statutes, controls the bidding evaluation criteria and process. The Bid Committee will review and evaluate all RFQ responses. Evaluation shall include the Respondent's responses to the minimum requirements outlined in Sections 1 through 3 of this RFQ. A sequential ranking of all respondents will be developed. The top three ranked respondents will be presented to the City Council for the Council's consideration and ranking. The determination shall be based upon the following criteria, and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

The proposal package is designed to provide information about your firm. Therefore, the said information will be used in evaluating the respondent's proposals to perform the advertised work. Responses will be evaluated by the Bid Committee in accordance with the criteria listed below:

Description	Point Range
Firm's Experience	1-5
Staff Qualification	1-5
Past Performance	1-5
Project Approach	1-5
References	1-5
Total	**25 (max)**

B. Selection Process

1. The Bid Committee consisting of City staff will review each submission for compliance with the requirements of the RFQ, including verifying that each response includes all documents required. In addition, the Bid Committee will ascertain whether the

Respondent have met the requirements set forth to render the required services according to federal and State laws and regulations and the requirements of this RFQ.

2. The Bid Committee will score and rank all responses based on the requirements of the RFQ to determine the top three ranked firms deemed to be the most highly qualified to perform the required service.

3. The Bid Committee will forward the top three ranked firm(s) to the City Council for presentations and selection. The City Council will rank the firms one through three. The City Council shall have sole approval authority.

4. After ranking by the City Council, the City Manager or designee will begin negotiations with the top-ranked firm on an agreement based on the attached draft contract found in Appendix "B" and developed from this REQUEST FOR QUALIFICATIONS. This City shall evaluate the compensation to determine if it is fair, competitive, and reasonable. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked firm, then staff will take the first alternate or next top ranked respondent to City Council for approval and begin negotiations with next highest ranked firm from the Bid Committee's list until successful negotiations occur, or the firms on the council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

SECTION 5 – GENERAL CONDITIONS FOR RESPONDENTS

1. FAMILIARITY WITH LAWS: The Respondent is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Respondent will in no way relieve Respondent of responsibility to adhere to such laws and regulations.

2. RFQ FORMS: The Respondent will submit an RFQ on the RFQ forms provided. All RFQ prices, amounts and descriptive information must be legibly entered. The Respondent must state the price and the time of delivery for which they propose to deliver the equipment or service requested. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFQ: RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and Response sheets.

4. RFQ DEADLINE: It is the Respondent's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The City of Destin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a Response can be considered. RFQ's which for any reason are not delivered by the deadline will not be considered. The City reserves the right to consider RFQ's that have been

determined, by the City, to be received late due to mishandling by the City after receipt of the RFQ, prior to ranking and selection. Offers by telegram or telephone are not acceptable.

5. RIGHTS OF THE CITY: The City expressly reserves the right to:

   A. Waive any defect, irregularity or informality in any RFQ or RFQ procedure;
   B. Reject any or all bids for any reason up until formal award of the bid;
   C. Cancel any or all of the RFQ;
   D. Reissue the RFQ;
   E. Extend the RFQ submission deadline time and date;
   F. Consider and accept an alternate RFQ as provided herein when most advantageous to the City.

6. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Respondent has:

   A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
   B. A satisfactory record of performance;
   C. A satisfactory record of integrity;
   D. Qualified legally to Contract within the State of Florida and the City;
   E. Supplied all necessary information in connection with the inquiry concerning responsibility.

7. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the authorized personnel identified in the RFQ document in writing no later than seven (7) days prior to the RFQ deadline. Inquiries must reference the date by which the RFQ is to be received.

8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the City of Destin, Okaloosa County, the State of Florida, and the federal government.

9. SUBCONTRACTING: If a Respondent subcontracts any portion of a Contract for any reason, the Respondent must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City reserves the right to accept or reject any or all RFQs wherein a subcontractor is named and to make the award to the Respondent, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a RFQ of any Respondent if the RFQ names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

10. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. It is each Respondent's responsibility to check with the City of Destin and immediately secure all addenda before submitting RFQs. Each Respondent shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the RFQ.

11. ANTITRUST CAUSE OF ACTION: In submitting a RFQ to the City, the Respondent offers and agrees that if the RFQ is accepted, the Respondent will convey, sell, assign or transfer to the City of Destin all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Respondent.

12. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.

13. ON PUBLIC ENTITY CRIMES: All Invitations to Bid as defined by Section 287.012(16), Florida Statutes, Requests for Qualifications as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.".

14. ADVERTISING: In submitting a RFQ, the Respondent agrees not to use the results there as a part of any commercial advertising.

15. ASSIGNMENT: Any Purchase Order issued pursuant to this RFQ invitation and the funds which may become due hereunder are not assignable except with the prior written approval of the City.

16. INDEMNIFICATION: The selected Respondent shall hold and save harmless the City of Destin, Florida, its City Council members, its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected Respondent(s) shall indemnify, save harmless and undertake the defense of the City, its City Council Members, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Respondent's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Respondents within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the Respondents hereunder, for which the City may be entitled to a claim or indemnity against the Respondent, under the provisions of this Contract. Respondent shall have the right to control the defense of any such claim, suit or actions. The Respondent shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be

incurred or sustained by the City by reason of the Respondent's breach of any of the provisions of the contract. Respondent shall not be responsible for negligent acts of the City or its employees.

17. CONTRACT AGREEMENT: An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Task Order stipulating the Scope of Work to be provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.

18. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council for the City of Destin in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

19. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    However, certain exemptions to the public records law are statutorily provided for in Florida Statutes 119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages by any person or entity as a result of the City's treatment of records as public records.

    The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

    1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

    2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

    3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

    4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency.

    Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

SECTION 6 – SPECIAL CONDITIONS

1. The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery. Such reasonableness shall be at the sole discretion of the City.

2. It shall be the responsibility of the successful Respondent to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance, during the time any of his personnel are working on City of Destin property. The successful Respondent shall furnish the City with a certificate of insurance after award has been made and prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida.

3. The City reserves the right, before awarding a Contract to require a Respondent to submit such evidence of Proposals as it may deem necessary and may consider any evidence available to it of the financial, technical and other Proposals and abilities of a Respondent, including past performance (experience) with the City in making the award in the best interest of the City.

APPENDIX "A"

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY RESPONSE

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time**.**

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ Fax Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

_____
Authorized Signature

_____
Name Typed

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RESPONDENT'S 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 Bayou Trail
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 Respondent is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Respondent 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: _____

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3. If Respondent 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 Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

   _____

   _____

5. If Respondent 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:

   _____

   _____

   _____

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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 Respondent:

_____

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent'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 Respondent:

_____

_____

_____

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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

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15. Bank References:

Bank	Address	Telephone

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

_____

_____

_____

_____

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

_____

_____

_____

_____

18. What will be your turnaround time for written responses to City inquires?

_____

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

_____

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent 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.

_____

_____

_____

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_____

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

22. Has the Respondent, 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 Respondent 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 Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this ___ day of _____, 20____,

By:

_____
(Print name)

Personally known ____ OR Produced Identification_____

_____ Seal:
Notary Signature

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A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: _____

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	**DATE**	**ADDENDUM No.**	**DATE**

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

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(1)(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(1)(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 n 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 _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this ___ day of _____, 20____,

By:

_____
(Print name)

Personally known ____ OR Produced Identification_____

_____ Seal:
Notary Signature

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: _____

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO_____

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED):_____

BY (SIGNATURE):_____

TITLE: _____

ADDRESS_____

_____

PHONE NO. _____

E-MAIL _____

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT's Company Name	Authorized Signature – Manual
Physical Address	Authorized Signature – Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
Email address	DATE

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

_____

Name Title

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	

Signature_____ Date:_____

Title/Company_____

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

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Exhibit "A"

THE DOCUMENT

BEHIND THIS PAGE

IS THE SAMPLE

CONTRACT

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
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CITY OF DESTIN, FLORIDA

AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (the "Agreement") made and entered into this _____day of _____, 20___, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Firm, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a contract for **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

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 CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed, and shall include allowances for periods of time required for

the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 25-06-ENG ("RFQ")which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public;; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3- CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 **CITY SERVICES**

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This agreement shall terminate upon successful completion of the Crosstown Connector Project from the date of this contract or as below.

6.2 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.

6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.
If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by PREQUALIFIED mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN	**CONSULTANT**
Larry Jones, City Manager	Name
City of Destin	Firm
4200 Indian Bayou Trail	Street Address, Suite xxx
Destin, Florida 32541	Destin.
(850) 837-4242	(xxx) – xxx-xxxx

ARTICLE 8- INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT 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 the state courts of Okaloosa County, Florida and no where else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:

11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.14.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

_____
Larry Jones
Its: City Manager

_____
Date

Attest to Signature:

_____
Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

_____
Kimberly Romano Kopp, City Attorney

CONSULTANT:

_____
By: _____
Its: _____

_____
Date

Witness to Signature:

_____

_____
Print Name

Witness to Signature:

_____

_____
Print Name

EXHIBITS
A. Request for Proposal No. 25-06-CD
B. Fee Schedule
C. Certificates of Insurance

EXHIBIT B

Halff RFQ Proposal



CITY OF DESTIN

Statement of Qualifications

RFQ No. 25-06-CD

Construction Engineering and Inspection Services
for the Crosstown Connector Project

halff.com

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June 9, 2025

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

RE: RFQ No. 25-06-CD Construction Engineering and Inspection Services for the Crosstown Connector Project

Dear Members of the Evaluation Committee:

Halff is pleased to submit our team's qualifications in response to the City of Destin's solicitation for CEI services. We understand the City is seeking a team with a strong local presence, proven experience, and the ability to work independently while maintaining a deep understanding of the project scope. The proposed Halff team meets – and exceeds – these expectations. With over 30 years of experience providing construction engineering and inspection (CEI) services throughout the Florida Panhandle, our team has successfully delivered projects for clients such as Okaloosa County, Walton County, Escambia County, Bay County, the City of Panama City Beach, and the Florida Department of Transportation (FDOT).

This City of Destin project has been in the planning and design stages for many years. With increasing traffic along US 98, the six-lane widening, and continued regional growth, the community stands ready for this work to proceed. The ***Halff team brings comprehensive expertise in every aspect of the Crosstown Connector's construction***, including ADS Chamber underground storage, storm drain trunk lines, stormwater ponds, urban roadway sections, pedestrian paths and sidewalks, roundabout construction, utility coordination, lighting, landscaping, and all related incidental construction. Halff prides itself on improving lives and communities. Projects that allow all transportation users to safely commute are at the forefront of achieving this goal. Our team pledges to provide unmatched service to promote safe and accessible transportation corridors.

Within the enclosed submittal, Halff highlights our firm qualifications, along with our recent and similar experience. We also outline the qualifications of our talented staff, detail our in-house capabilities, and introduce our teaming partners – each of whom share our strong commitment to delivering quality service. Halff implements sensible and practical approaches to our projects and provides innovative ideas while applying cost savings at every step of the process. We encourage you to contact our client references, who can attest to the success of our collaborative and results-driven approach. We appreciate the opportunity to submit our qualifications and look forward to serving the City of Destin as a trusted and dependable partner in addressing the transportation needs of its residents, businesses, and industries with the highest standards of safety and efficiency.



KNOWLEDGE
Our team's deep corridor knowledge is driven by our local presence, dedicated staff, and thorough project research.



EXPERIENCE
Our team brings extensive expertise in managing and inspecting comparable construction projects.



COMMITMENT
We commit to being responsive and receptive to the City's needs, and we will make certain your goals of time, budget, quality, and community commitment are met.

Sincerely,

Bryant King, PE
Principal/Vice President
Authorized to Bind Halff

Eric Rosenstein, PE
Client Service Manager

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2. Firm's Proposals

RESPONDENT'S 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 Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:
Name: Bryant King, PE | Halff Associates, Inc.
Address: 924 North Ferdon Boulevard
City, State, Zip: Crestview, FL 32536
Telephone No.: 850.848.9436
Email: bking@halff.com

	Check One
Corporation	X
Partnership	
Individual	
Other	

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 Respondent is:
   Halff Associates, Inc.

   The address of the principal place of business is:
   1201 N. Bowser Road
   Richardson, TX 75081

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: 08/27/1969
   b. State of Incorporation: Texas
   c. President's name: Jessica Baker Daily, PE, CFM, PMP
   d. Vice President's name: Ben Pylant, PE, CFM
   e. Secretary's name: Todd Jackson, PE
   f. Treasurer's name: Joseph Sagel, PE
   g. Name and address of Resident Agent: Bryant King, PE | 924 North Ferdon Blvd. Crestview, FL 32536

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3. If Respondent 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 Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Respondent 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?

   32 Years

   Under what other former names has your organization operated?

   Albert H. Halff Associates, Inc. (1969-1992); Albert H. Halff Associates (1957-1968); Hundley & Halff (1952-1956); and Albert H. Halff Consulting Environmental Engineer (1950-1952)

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 PE License No. 33380 (certificate provided on page 8)

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   Please refer to page 39

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please refer to Section 3 for the resumes of our four Key Project Managers.

10. State the name of the individual who will have personal supervision of the work:
Doug Pritchard | Project Manager

11. State the name and address of attorney, if any, for the business of the Respondent:
Nina Scherach, Esq.
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
N/A

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
Singhofen & Associates, Inc. provides professional engineering services and is located at 11723 Orpington St., Suite 100, Orlando, FL. C&D Utility Consulting, LLC provides professional engineering services and is located at 1603 Babcock Rd., Suite 175, San Antonio, TX.

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	7
	Total Work (a +b):	10

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

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15. Bank References:

Bank	Address	Telephone
Prosperity Bank	80 Sugar Creek Boulevard Sugar Land, TX 77478	281.269.7184

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please refer to page 42

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please refer to page 43

18. What will be your turnaround time for written responses to City inquires?

We will acknowledge receipt of the inquiry immediately with written response typically within 24 hours.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent 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.

Please refer to page 39

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21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.
Please refer to page 41

22. Has the Respondent, 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 Respondent 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 Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed)

(Title) Vice President

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 29 day of May, 2025,

By: Lisa Fricchione
(Print name)

Personally known ✓ OR Produced Identification

Notary Signature

Seal:

LISA FRICCHIONE
MY COMMISSION # HH 534353
EXPIRES: June 16, 2028

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FIRM CERTIFICATIONS & LICENSES

State of Florida
Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 7, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of May, 2025

Secretary of State

Tracking Number: 7967528626CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

5:07:00 PM 5/14/2025

Licensee Information

Name:	HALFF ASSOCIATES, INC. (Primary Name)
	HALFF (DBA Name)
Main Address:	1201 N BOWSER RD RICHARDSON Texas 75081
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	33380
Status:	Current
Licensure Date:	09/12/2019
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

FIRM QUALIFICATIONS

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. Since 1950, Halff has been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the United States from 32 offices in Florida, Texas, Arkansas, Oklahoma, Louisiana, and Arizona. Halff is ranked #91 in Engineering News-Record magazine's list of the top 500 design firms in the United States.

For over 30 years, Halff has provided construction engineering and inspection (CEI) services to clients across northern Florida. Our experienced CEI teams have successfully supported a wide range of projects for various municipalities as well as the Florida Department of Transportation (FDOT). Halff's continued work with repeat clients stems not only from the expertise and consistency of our CEI professionals, but also from our strong commitment to understanding and supporting our clients' goals, regardless of the project's size or complexity.

Office Location

Halff will manage the Crosstown Connector project from our ***local field office*** at 225 Main Street, Suite 7D, Destin, FL.

Statement for Providing Requested Services

Halff has the technical expertise, relevant experience, and capacity to provide CEI services to the City of Destin for the Crosstown Connector project. Our team offers a thorough understanding of the potential challenges of this project and a demonstrated record of exceeding expectations on projects of similar size and scope.

Subconsultants

In addition to Halff's talented staff, we have included the following experienced subconsultants whom we have worked with and share our strong commitment to quality, relationships, and serving the community.

Poole Engineering & Surveying, Inc.

Poole will support the Halff team with survey services.

Universal Engineering Sciences, Inc. (UES)

UES is a certified FDOT materials testing laboratory and will provide material verification testing services.

Utility Consultants of Florida (UCoF)

UCoF will support the Halff team with senior field inspection and utility coordination services.

CEI Services to be Provided by Halff

Our team is thoroughly familiar with the inspection, testing, and documentation requirements for the anticipated work elements associated with the Crosstown Connector project. This includes maintenance of traffic (MOT), environmental compliance, excavation, embankment, stormwater installation, paving (base, structural course, and friction course), concrete placement, signing and pavement markings, lighting, landscaping, and irrigation. Coupled with the resources of our subconsultants, we will perform the following services:

PRE-CONSTRUCTION ACTIVITIES

- Establish project-level lines of authority and communication.
- Perform constructability and submittal reviews.
- Schedule and conduct pre-construction and pre-operation meetings.
- Conduct utility pre-construction coordination meetings and establish relocation efforts and timeframes.
- Obtain pre-project construction photographs and video documentation.
- Meet with City staff and design team to discuss constructability comments.
- Establish document management system (DWR App) and prepare all forms.
- Assist the City Public Information Officer, Dr. Young, with any pre-construction public information meetings and stakeholder outreach.
- Review the contractor's Quality Control (QC) Plan.
- Review the contractor's Critical Path Method (CPM) schedule.

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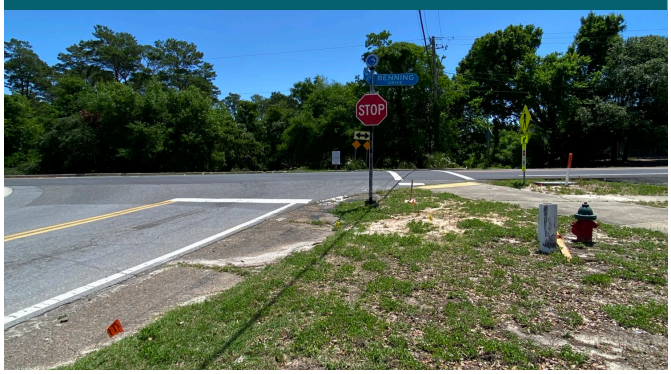
CONSTRUCTION ACTIVITIES

- Conduct ADS pre-operation meeting with the contractor and ADS representative to review contract requirements, TSP, installation guidelines, and expectations.
- Monitor and enforce safe traffic control and construction equipment egress and ingress.
- Conduct weekly progress meetings.
- Review and determine acceptability of contractor's CPM schedule updates.
- Enforce environmental protection and permit compliance.
- Review and submit monthly pay requests.
- Coordinate and monitor utility adjustment activities.
- Receive and review contractor's updated CPM schedule.
- Track the testing and acceptance of all materials for pay to certify that all materials meet the contract requirements.
- Provide verification testing.
- Prepare and maintain complete and accurate records of project activities, including monthly progress reports, daily work reports (DWRs), daily log of deficiencies and corrections, Request for Information (RFI) log, shop drawing/ submittal log, change order tracking log, and a sampling/testing log.
- Obtain/capture project photographs daily and video documentation monthly or as required.
- Provide claims avoidance and dispute resolution.
- Monitor and document contractor EEO and Davis Bacon Act compliance.
- Investigate, identify, and facilitate solutions for any errors and omissions.
- Maintain a high standard of Quality Assurance (QA).
- Assist the City with public outreach efforts.
- Develop presentations and represent the City at City Council Meetings as requested.

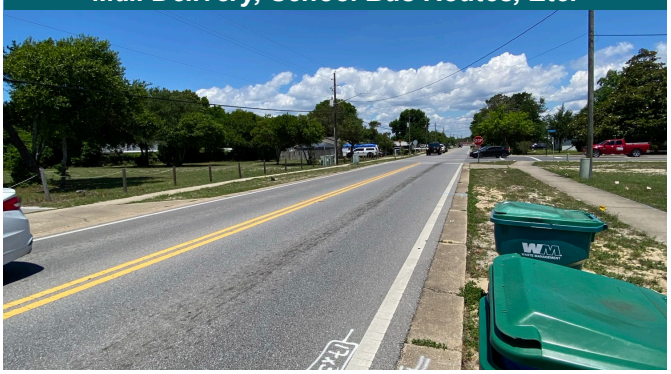
POST-CONSTRUCTION ACTIVITIES

- Perform substantial completion inspections and provide summary report.
- Facilitate final acceptance.
- Submit final punch list.
- Perform final inspection.
- Submit final pay application.
- Prepare final change orders.
- Perform post-construction inspection and obtain final photos/video.
- Facilitate any permit closeout documentation.
- Certify and submit as-built drawings.
- Perform project closeout meeting.
- Document lessons learned and incorporate lessons into future projects.
- Submit final materials certification letter.
- Closeout all EEO and Davis Bacon Act documentation.
- Submit all final records to the City of Destin.

Intersection of Azalea Drive & Benning Drive



Coordination Will Be Required For Trash Services, Mail Delivery, School Bus Routes, Etc.



PROJECT TEAM EXPERIENCE



Jericho Road Phase 1

Okaloosa County | Crestview, FL

Halff is providing CEI services for approximately 2,700 LF of new roadway from SR 10 (US 90) into the Shoal River Ranch Critical Infrastructure site. Major work includes utility relocations, the construction of a new right-turn lane from eastbound US 90, earthwork, clearing and grubbing, temporary and permanent erosion control, construction of stormwater management facilities and drainage, subgrade, base, asphalt Superpave, pavement markings, grassing, and signage. This project also adds widening and signalization to the existing Florida Gulf & Atlantic Railroad (FGA) crossing.



Holiday Shores Phase 1A

Walton County | Miramar Beach, FL

Halff is providing CEI services for the pedestrian and drainage improvements along Forest Shore Drive. The project involves the construction of an 8-foot-wide concrete sidewalk starting at US 98 and ending at Shore Drive. As part of the improvements, Forest Shore Drive will undergo milling, resurfacing, and restriping. Additional project elements include minor earthwork, swale construction, storm drain installation, sodding, and the construction of a 12-foot by 24-foot nutrient-separating baffle box with a connected storm drain at the existing drainage outfall near Shore Drive.



City of Destin Utility Underground Conversion Project

City of Destin | Destin, FL

UCoF is currently managing the Florida Power & Light (FPL) underground conversion project for the City of Destin. Project elements include design coordination, construction management, planning and scheduling, easement acquisition, and construction oversight. UCoF's established relationships with local utility owners will bring added value to the Halff team, helping to streamline communication and coordination from day one of the Crosstown Connector project.



SR 30 (US 98) from Walton County Line to Tang-O-Mar Drive

FDOT District Three | Miramar Beach, FL

Halff provided CEI services for the full reconstruction and widening of SR 30 (US 98) from a four-lane rural to a six-lane urban typical section from the Walton County line to Tang-O-Mar Drive. The project included milling and resurfacing, four new detention ponds with two new gravity walls, conversion of drainage from open ditch to closed system, six new mast arm signalized intersections, extensive utility coordination, and extensive MOT phasing. The project was located in a densely populated business corridor with heavy seasonal traffic.

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SR 30 (US 98) at CR 30A East Inlet Beach Pedestrian Underpass

Walton County | Inlet Beach, FL

Halff provided CEI services for a pedestrian underpass connecting existing multi-use pathways with new sidewalks and paths to improve connectivity across Walton County and into Bay County. The project included a three-sided box culvert at the SR 30 (US 98) and CR 30A intersection, along with a new eastbound-to-southbound right-turn lane. Disturbed travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths were restored to their original configurations.



Gayle's Trails Multi-Use Path Extension

City of Panama City Beach | City of Panama City Beach, FL

Halff provided CEI services for the construction of a new 12-foot asphalt multi-use trail that included a 12-foot-wide, 1.5-inch-thick SP 12.5 asphalt paved over 12 inches of Type B Stabilization and 6 inches of lime rock base. Drainage included a 30-inch and 36-inch round and elliptical concrete double and quadruple barrel pipes with headwalls and mitered end section installed at live stream crossings and wetland balance points. Ditch bottom inlets with 18-inch reinforced concrete pipe were installed for conveyance to existing drainage basins. Additional work elements included the construction of concrete gravity and retaining walls, Type B fencing, signing and pavement markings, and grassing.



CEI Group 22-D

FDOT District Three | Okaloosa County, FL

Halff provided CEI services for this contract comprised of two projects: SR 20 from Edge Avenue to west of Rocky Bayou Bridge and SR 85 from SR 20/John Sims Parkway to north of CR 190/College Boulevard. The SR 20 project included milling and resurfacing, adding sidewalk, ADA enhancements to improve pedestrian mobility, adding landscaping medians, and extending turn lanes in both directions. SR 85 included milling and resurfacing and constructing new sidewalks on the east side of the roadway. Additional project elements included adjusting utility manholes and valve boxes, pedestrian signal improvements, drainage improvements, and signing and pavement marking placement.

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3. Proposals of Project Team

ORGANIZATIONAL CHART

Halff has assembled a highly qualified local team with extensive experience to address the anticipated challenges of the Crosstown Connector project. Our team brings exceptional contract administration skills and has consistently delivered successful outcomes on similar projects. Every member of our proposed team is fully dedicated and committed to meeting and exceeding the City of Destin's goals and expectations for this project. The **Key Project Members** for this project include **Eric Rosenstein, PE** (Client Service Manager), **Doug Pritchard** (Project Manager), **Dalton Taylor** (Primary Project Professional: Senior Inspector), and **Stephanie Lindsay** (Primary Project Professional: Utility Coordinator).

CITY OF DESTIN

Principal
Bryant King, PE



Client Service Manager
Eric Rosenstein, PE

Quality Assurance/ Quality Control
Jo Ann Moore



Project Manager
Doug Pritchard

PHASE ONE

Senior Inspector
Dalton Taylor
Jonah Vizaro ❶

Utility Coordinator
Stephanie Lindsay ❶

Contract Support Specialist (CSS)
Scott Chastain

Resident Compliance Specialist (RCS)
Robbin Moody

Materials Verification Testing
Universal Engineering Sciences ❷

Survey
Poole Engineering & Surveying ❸

PHASE TWO

Senior Inspector
Dalton Taylor

Inspector
Christian Ashton

Utility Coordinator
Stephanie Lindsay ❶

Contract Support Specialist (CSS)
Scott Chastain

Resident Compliance Specialist (RCS)
Robbin Moody

Materials Verification Testing
Universal Engineering Sciences ❷

Survey
Poole Engineering & Surveying ❸

Landscaping
Martin Steffen, PLA

The halff Team

UES UCoF POOLE ENGINEERING & SURVEYING Inc.

SUBCONSULTANTS:

❶ Utility Consultants of Florida (UCoF) | ❷ Universal Engineering Sciences, Inc. (UES) | ❸ Poole Engineering & Surveying, Inc.

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KEY PROJECT MEMBER RESUMES



Eric Rosenstein, PE

Eric has spent his entire career providing construction management, CEI, transportation engineering, and emergency contract response services on projects for public agencies throughout Florida. Eric began his career in 1984 with the FDOT District Six and then worked as a Project Engineer for FDOT District Two, Gainesville Construction. Since leaving FDOT, Eric has served as Senior Project Engineer, Project Administrator, and QC Manager on various CEI transportation projects in Florida.

ROLE
- Client Service Manager

FIRM
- Halff Associates, Inc.

• EXPERIENCE
- 40 Years

EDUCATION
- Bachelor of Science, Civil Engineering, University of Florida, 1984

REGISTRATION
- Professional Engineer, FL #42719, 1990

CTQP CERTIFICATIONS
- Final Estimates L1 & L2
- QC Manager

OTHER CERTIFICATIONS
- FDOT Advanced MOT
- FDOT Critical Structures Construction Issues
- FDOT Auger Cast Pile
- Auger Cast Pile (Self Study)
- Critical Structures (Self Study)

Representative Project Experience

SR 5 (US 1)/Matanzas Woods Parkway Intersection Roundabout, Flagler County, FL | FDOT District Five. Senior Project Engineer for this $2.6M roundabout project, which involved advanced utility relocations, complex vehicle and pedestrian traffic control, earthwork, asphalt base and paving, drainage, curb and gutter, street lighting, and incidental construction.

Jericho Road Phase I, Crestview, FL | Okaloosa County. Senior Project Engineer for the Jericho Road improvements that unlock 1,600 acres, including 588 acres of county-owned industrial land. The project includes earthwork, clearing and grubbing, erosion control, stormwater facilities, relocating and installing fiber optic cable (by others), paving 2,700 LF of roadway, pavement markings and signage, utility relocations, and widening with signal upgrades at the existing Florida Gulf and Atlantic (FGA) railroad crossing.

CEI Group 25-F, Leon County, FL | FDOT District Three. Senior Project Engineer for contract involving four projects along SR 20 (Pensacola Street) and SR 366 (Stadium Drive). The work primarily involves milling and resurfacing, mid-block pedestrian crossings, Americans with Disabilities Act (ADA) upgrades, sidewalk reconstruction, curb improvements, driveway replacements, turnout widening, drainage improvements, bridge joint repairs, new signing and pavement markings, signalization upgrades, extensive utility coordination, and performance turf sod installation.

SR 30 (US 98) from CR 457 (Mack Bayou Road) to East of CR 30A West, Walton County, FL | FDOT District Three. Senior Project Engineer for this widening and resurfacing project that included lane widening in the median, major drainage, utility relocations, signalization improvements, sidewalk improvements, construction of a paved shared-use path, intelligent transportation systems (ITS) construction, and intersection lighting.

CEI Group 23-J, Holmes County, FL | FDOT District Three. Senior Project Engineer for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line.

Miccosukee Road Local Agency Program (LAP) Bridge Replacement, Leon County, FL | FDOT District Three. Senior Project Engineer for this LAP project that will remove the existing structurally deficient bridge over unnamed branch and replace it with a five-barrel concrete box culvert. Project includes permanent sheet pile wall and cap, reconstruction of the bridge culvert approaches, guardrail, miscellaneous drainage, and other incidental construction.

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Doug Pritchard

Doug is well-versed in roadway and bridge construction and has been involved in numerous construction engineering and inspection (CEI) projects for the Florida Department of Transportation (FDOT) and municipalities across northern Florida. His experience includes bridge construction, earthwork, drainage, asphalt and concrete paving, lighting, signalization, intelligent transportation system (ITS), fiber optic networks, freeway management systems (FMSs), traffic management center (TMC) construction, materials sampling and certification, mechanically stabilized earth (MSE) walls, sounds walls, and maintenance of traffic (MOT) operations in rural, urban, and interstate settings.

ROLE
- Project Manager

FIRM
- Halff Associates, Inc.

EXPERIENCE
- 34 Years

EDUCATION
- Bachelor of Science, Business Administration, University of West Florida, 2006
- Associates in Science, Business Administration, Okaloosa Walton Community College, 2004

CTQP CERTIFICATIONS
- Asphalt Paving L1 & L2
- Asphalt Plant L1 & L2
- Earthwork L1 & L2
- Final Estimates L1 & L2
- QC Manager

OTHER CERTIFICATIONS
- ADA Coordinator
- FDOT Advanced MOT
- FDOT Critical Structures Construction Issues
- FDEP Stormwater Erosion & Sedimentation Control Inspection
- Manufacture Trained Fiber Optic Cable Installation and Splicing
- FDOT Traffic Signals L1 & L2
- Traffic Signal Electrician L2
- Traffic Signal Technician L1
- ACI Concrete Field Testing Technician

Representative Project Experience

Jericho Road Phase I, Crestview, FL | Okaloosa County. Project Administrator for the Jericho Road improvements that unlock 1,600 acres, including 588 acres of county-owned industrial land. The project includes earthwork, clearing and grubbing, erosion control, stormwater facilities, relocating and installing fiber optic cable (by others), paving 2,700 LF of roadway, pavement markings and signage, utility relocations, and widening with signal upgrades at the existing Florida Gulf and Atlantic (FGA) railroad crossing.

CEI Group 23-J, Holmes County, FL | FDOT District Three. Project Administrator for two projects under one contract for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line in Holmes County. Other scope items included overbuild for cross slope correction within both segments, box culvert replacement, drainage, concrete ditch lining, sensor replacements for the telemetered traffic monitoring site (TTMS), and signing and pavement markings.

Holiday Shores Phase IA, Walton County, FL | Walton County. Project Administrator for the pedestrian and drainage improvements along Forest Shore Drive. The project involves the construction of an 8-foot-wide concrete sidewalk starting at US 98 and ending at Shore Drive. As part of the improvements, Forest Shore Drive will undergo milling, resurfacing, and restriping. Additional project elements include minor earthwork, swale construction, storm drain installation, sodding, and construction of a 12-foot by 24-foot nutrient-separating baffle box with a connected storm drain at the existing drainage outfall near Shore Drive.

SR 30 (US 98) at CR 30A East Inlet Beach Pedestrian Underpass, Walton County, FL | FDOT District Three. Project Administrator for a pedestrian underpass connecting existing multi-use pathways with new sidewalks and paths to improve connectivity across Walton County and into Bay County. The project included a three-sided box culvert and a new right-turn lane. Disturbed travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths were restored to their original configurations.

SR 30 (US 98) from Emerald Bay Drive to Tang-O Mar, Miramar Beach, FL | FDOT District Three. Project Administrator on this full reconstruction/widening of US 98 from a four-lane rural to six-lane urban typical section. The project included extensive MOT phasing, four new detention ponds, drainage, and six new mast arm signalized intersections.

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ROLE
- Primary Project Professional: Senior Inspector

FIRM
- Halff Associates, Inc.

EXPERIENCE
- 16 Years

EDUCATION
- High School Diploma

CTQP CERTIFICATIONS
- Asphalt Paving L1 & L2
- Asphalt Paving L1 & L2
- Concrete Field Technician L1
- Earthwork Construction Inspection L1 & L2
- Final Estimates L1
- Drilled Shaft Inspection
- Pile Driving Inspection

OTHER CERTIFICATIONS
- Advanced MOT
- Nuclear Gauge & Hazmat Certification
- FDEP Stormwater Erosion & Sedimentation Control Inspector
- ACI Concrete Field-Testing Technician
- FDOT MSE Walls
- FDOT Auger Cast Piles
- MAC EERS Certificate

Dalton Taylor

Dalton has solid experience in Construction Engineering and Inspection (CEI) and performing Quality Control (QC) for Florida roadway projects. His background includes construction contracting, earth sciences, and materials testing in both lab and field environments. He is skilled in pile driving, drilled shaft foundations, MSE and gravity walls, and the testing of roadway embankment, subgrade, base, and asphalt surfaces. Familiar with Florida Department of Transportation (FDOT) standards, Dalton also brings valuable experience from bridge and commercial building construction, making him a well-rounded and reliable CEI inspector.

Representative Project Experience

CEI Group 24-A Western Lake Bridge Replacement, Santa Rosa, FL | FDOT District Three. Senior Inspector for the replacement of the existing low-level bridge at CR 30A over Western Lake. Scope of work includes removal and reconstruction of piles, seawall, and slope protection, along with reconstruction of roadway approaches featuring asphalt pavement, shoulder gutters, and guardrails. The new CR 30A bridge spans approximately 1,426 feet and includes a realignment of approximately 20 feet to the south.

CEI Group 23-J, Holmes County, FL | FDOT District Three. Senior Inspector for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line in Holmes County. Other scope items included overbuild for cross slope correction within both segments; Little Creek box culvert rail replacement; cross drains and headwall/endwall replacements, including triple 48-inch reinforced concrete pipe (RCP) extensions; concrete ditch lining; inlet and mitered end section (MES) replacements; guardrail replacement; and signing and pavement markings.

SR 30 (US 98) from Walton County Line to Tang-O Mar, Walton County, FL | FDOT District Three. Inspector for the full reconstruction and widening of US 98 from a four-lane rural to six-lane urban typical section. This $44 million project included extensive maintenance of traffic phasing, four new detention ponds, conversion of drainage from open ditch to closed system, and six new mast arm signalized intersections. The project also involved utility coordination and is located in a densely populated business corridor in Miramar Beach, known as a popular tourist destination with heavy seasonal traffic.

Deer Lake Bridge Replacement on CR 30A, Walton County, FL | Walton County. Inspector for the replacement of the structurally deficient and failed culverts vulnerable to catastrophic weather events and replacement with a single span Conecuh Bridge structure. The bridge approach reconstruction areas included using asphalt pavement, shoulder gutter, and guardrail.

Emergency Sign Repair and Replacement | Escambia, Okaloosa, and Santa Rosa Counties, FL | FDOT District Three. Inspector for sign repairs and replacements in District Three due to damage from Hurricane Sally. The scope of work included removing damaged signs, installing new signs/posts/hardware, and coordinating with “Sunshine 811”.

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ROLE
- Primary Project Professional: Utility Coordinator

FIRM
- Utility Consultants of Florida (UCoF)

EXPERIENCE
- 12 Years

CERTIFICATIONS/ TRAINING
- PMI CAPM
- Google PM Certificate
- CISEC Training
- AFIT Water Quality Management Training

Stephanie Lindsay

Stephanie is a Project Manager with a strong background in managing a wide range of municipal infrastructure projects, including utility underground conversions, stormwater and wastewater systems, natural gas, and other environmental initiatives. She has prior experience with stormwater compliance, code enforcement, and hazardous materials management.

Representative Project Experience

Utility Underground Conversion Project, Destin, FL | City of Destin. Project Manager for the City's Florida Power & Light (FPL) underground conversion project. Her responsibilities include design coordination, construction management, planning/scheduling, easements, and construction oversight.

Utility Underground Conversion Project, Gulf Breeze, FL | City of Gulf Breeze. Project Manager for the City's FPL underground conversion project. Her responsibilities include design oversight, construction management and oversight, utility coordination, and easement coordination.

Utility Underground Conversion Project, Pinellas County, FL | Pinellas County. As part of the underground conversion project for Belleair Beach, Indian Rocks Beach, and Madeira Beach, Stephanie is providing project management and easement coordination. Her responsibilities included easement coordination, design oversight, construction management, and construction oversight.

Bear Drive Improvements, Gulf Breeze, FL | City of Gulf Breeze. Project Manager for the Bear Drive stormwater drainage and pavement improvements. Her responsibilities included construction oversight, construction management, public outreach and involvement, and coordination with key stakeholders.

RESTORE Soundside Septic to Sewer Conversion Project, Gulf Breeze, FL | City of Gulf Breeze. As Project Manager, Stephanie provided oversight to successfully complete the design process of this conversion project. Her responsibilities included RESTORE Council reports, design oversight, payment approval, public outreach and involvement, and coordination with key stakeholders.

CNG Vehicle Fueling Station Build, Gulf Breeze, FL | City of Gulf Breeze. As Project Manager, Stephanie oversaw the successful completion of the compressed natural gas (CNG) fueling station build. Her responsibilities included construction management, construction oversight, and coordination with multiple regulatory agencies and key stakeholders.

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AVAILABILITY, LOCATION & WORKLOAD

Halff has the capacity to provide CEI services that will support the City of Destin in completing the Crosstown Connector project. Our proposed team is available to begin work on this project following the Notice to Proceed (NTP) and will remain committed to the project for the duration. Halff will manage this project out of our Destin field office. While we feel the proposed team will be adequate to cover the work, we have additional resources that can be provided as required based on the contractor's operations. The table below shows the availability, location, and workload of our Key Project Members.

Key Project Member	Role	Availability	Current Project, Location | Client	Est. Completion
Eric Rosenstein, PE	Client Service Manager	25%	Jericho Road Phase 1, Crestview, FL | Okaloosa County	06/2026
			Miccosukee Road, Tallahassee, FL | Leon County	07/2026
			Group 25-F: SR 366 & SR 263, Pensacola, FL | FDOT D3	07/2026
			Western Lake Bridge Replacement, Walton County, FL | FDOT D3	02/2026
Doug Pritchard	Project Manager	75%	Group 25-C: SR 10 (US 90) ITS, Leon County, FL | FDOT D3	08/2025
			Group 25-A: SR 30 DMS, Okaloosa County, FL | FDOT D3	06/2025
			Jericho Road Phase 1, Crestview, FL | Okaloosa County	06/2025
			SR 30 (US 98), Mexico Beach, FL | FDOT D3	04/2026
Stephanie Lindsay	Utility Coordinator	20%	UG Utility Conversion, Destin, FL | City of Destin	06/2026
			UG Utility Conversion, Gulf Breeze, FL | City of Gulf Breeze	07/2025
Dalton Taylor	Senior Inspector	100%	Western Lake Bridge Replacement, Walton County, FL | FDOT D3	12/2025

Projected Workload for Project Managers

Our PMs typically handle two to five projects at any given time, providing a balance between active workload and availability. This manageable portfolio allows them to provide focused attention to each project while maintaining flexibility to adapt to client needs and unforeseen challenges. With several current projects nearing completion, our team is well-positioned to dedicate the necessary time and resources to this project. The table below estimates the manpower needed for both Phase One and Two.

Subconsultants Exceeding 5% of the Work

Utility Consultants of Florida (UCoF), a local firm specializing in utility coordination and underground conversion projects, will undertake more than 5% of the work. Senior Inspector **Jonah Vizaro** will perform inspection support during Phase One, while **Stephanie Lindsay**, who is ***currently managing the City of Destin's FPL Underground Conversion Project***, will offer utility coordination services for both construction phases. Stephanie's established relationships with local utility owners will add value to the Halff team by streamlining communication and coordination.

Projected Project Management Workload

Cross Town Connector Project: Duration 435 Days | Construction Managed Services 20 Months

	2025 (Phase One/Two)						2026 (Phase Two)									
Role/Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Client Service Manager Eric Rosenstein, PE	0.05	0.05			0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Project Manager Doug Pritchard	0.10	0.10	0.10	0.10	0.20	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
CSS Scott Chastain	0.10	0.10	0.10	0.10	0.10	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Inspector Dalton Taylor						0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Inspector Jonah Vizaro		1.00	1.00	1.00	1.00	1.00										
Inspector Christian Ashton							1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Utility Coordinator Stephanie Lindsay	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15			
Man Month Total	**0.65**	**1.65**	**1.60**	**1.60**	**1.75**	**2.45**	**2.95**	**2.95**	**2.95**	**2.95**	**2.95**	**2.95**	**2.95**	**2.80**	**2.80**	**1.80**

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4. Project Approach

The City of Destin requires a highly qualified and experienced CEI firm for the Crosstown Connector project and we are excited about the opportunity to partner with you on this important initiative. Our proposal highlights a team with comprehensive expertise across all phases of CEI services, from Phase One through final close-out. We bring a deep understanding of the unique needs and challenges specific to this region, shaped by our longstanding working relationship with Okaloosa County and local utility providers. These established relationships and valuable local insights will be critical to the success of this project. We understand the importance of seamless coordination, proactive communication, and timely execution – and we are ready to deliver. Beyond our technical qualifications, what truly sets us apart is the dedication of our team. You'll find that our staff brings not just knowledge, but genuine passion to every aspect of project delivery. Our commitment is to not only meet your objectives, but to exceed your expectations every step of the way.

PROJECT UNDERSTANDING

The project will be constructed in two phases. Phase One involves the construction of an underground Advanced Drainage System (ADS) stormwater chamber retention system and drainage connections to be let as an independent construction contract. Phase Two will construct an approximately 2,211 LF long two-lane curb and gutter roadway; a roundabout at the intersection of Azalea Drive, Beach Road, and Legion Drive; connections to Sandlewood Court, Anna Street, and Benning Drive; drainage; stormwater ponds; a 10-foot shared-use path, lighting along the entire corridor; signing and pavement markings; and a comprehensive landscaping plan. The Phase One bid advertisement (RFB) is simultaneously advertised along with this request for CEI qualifications (RFQ). It will be imperative that the CEI be under contract quickly and ready to proceed with the services so that construction can commence as expected in June of this year. The Halff team understands and is dedicated to supporting Destin with CEI services for both phases. The entire construction duration is estimated at 435 days, with Phase One work to be completed by the end of 2025 and the commencement of Phase Two to begin by the end of this year.

There are three major drainage areas that will impact the contractor's sequence of operations. These operations will need to be coordinated within the designed traffic control plan (TCP). The first basin includes Azalea Drive from Station 26+36 (begin project) to approximate Station 32+25; Benning Drive from the begin project to end Stations 153+94 to 157+00; and Sandlewood Court. These areas drain to stormwater Pond 1. The work effort to construct the pond may be sequenced along with the implementation of TCP for Phases I (IA, IB, IC) for the aforementioned roadways. The second basin also drains into Pond 1 and includes Azalea Drive (Station 32+25 to 35+75) and the entire Anna Street. The third basin drains into the previously constructed Phase One ADS chambers and includes the entirety of Beach Drive and Legion Drive, as well as the remainder of Azalea Drive/Crosstown Connector to Station 48+47.

Phase One work will be performed between Benning Drive and Beach Drive, and aside from construction equipment, materials, and manpower moving into this site, there will be minimal impacts to the traveling public. Halff has concerns regarding the final dressing and sodding of the completed ADS footprint, as well as the requisite inspections and maintenance of the system during Phase Two construction and before the final acceptance of the entire Crosstown Connector project. These concerns are described below in more detail.

Phase Two construction is broken into three major TCP phases with the majority of the work included in Phases IA, IB, and IC. This work includes the construction of the drainage trunk lines and stormwater Pond 1 and Ponds A and B within the entire Azalea/Crosstown Connector corridor, the widening of Azalea Drive to Benning Drive, the phased widening of Benning Drive, the construction of the new Sandlewood Court and Anna Street connections to the Crosstown Connector, the construction of roadway lighting, new shared-use path, roadway construction through the structural course, signing, pavement markings, and final dressing and grassing. This phase also includes the partial construction of the roundabout at Legion Drive and Beach Drive, as well as the phased widening along Beach Drive and Legion Drive. Phase II involves the remainder of construction for the widening along existing Azalea Drive, Benning Drive, Beach Drive, and Legion Drive, the completion of drainage, and the second phase of roundabout construction. Phase III completes all remaining work, including the roundabout, final dressing and grassing, signing, and the paving of friction course along the entire project. Landscaping work is expected to begin during Phase I and will continue until the end of the project.

The contractor will implement a series of signed detours that will allow the contractor to begin Phases 1A through 1C construction as well as Phase II and III. These detour routes provide through traffic with alternate routes away from the construction while allowing local traffic to egress and ingress into their properties within the work zones. As work progresses and permits, Halff will work with the contractor to safely open these sections of roadway to traffic and allow the contractor to move into subsequent phases of work. Halff expects the contractor to work simultaneously within the three drainage areas to allow concurrent work and overlapping phased construction. Given the contractor resources, overlapping phased construction can reduce the overall contract time and the duration to substantial completion.

PROJECT APPROACH

The Halff team's approach focuses on open communication with all stakeholders, proactively identifying conflicts and issues early, and presenting solutions that confirm the contractor continues to work on critical path items and avoids project delays. In everything Halff does, safety for the public, the contractor, the CEI, and City staff is paramount. One of our top priorities will be to engage directly with the City of Destin's representatives to listen closely, understand what matters most to you, and align our approach with your goals and vision. We recognize the hard work and commitment the City has already invested in bringing this project to life, and we are eager to help carry that momentum forward.

Notably, Eric has worked with **Matt Taylor, PE**, Engineer of Record (EOR), on multiple projects over the past few years. This established collaboration provides a strong foundation for making sure the design intent is clearly understood and fully carried out in the field. Our goal is to work as an extension of your team, with open communication, mutual respect, and shared accountability at every step.

Pre-Construction Phase

In addition to what was identified in the scope of services and within this proposal, Halff's pre-construction services include:

- Inviting and conducting a comprehensive utility coordination meeting that identifies each utility owner and reviews their work plans as outlined in the plans and other contract documents. Though it is recognized that nearly all of the utility impacts will be realized in construction Phase Two, early involvement between the utility owners, CEI, EOR, and the City of Destin has as its goal to produce utility work schedule commitments and identify potential conflicts with the proposed work along with solutions.
- Meeting with the City's Public Information Officer Dr. Tamara Young and the City's Project Manager (PM) to implement a public information plan and determine how PM Doug and his team can best support Dr. Young in conducting public outreach prior to the start of work. Based on our experience with large-scale projects and those in residential areas, clear and direct communication about project impacts will be essential. This project is adjacent to multiple residential neighborhoods, and our experience has taught us that quick and accurate information to the public reduces confusion, keeps the public informed with schedule and milestone events, and promotes positive support for the City. Doug will also provide weekly project summaries and schedule updates to Dr. Young to support her social media efforts, and to the PM to assist with keeping the City updated with project progress.
- Conducting pre-operation meetings with the contractor to review their traffic control and erosion control plans, as well as conducting the required ADS pre-construction meeting with the contractor's ADS representative in attendance. Use of Best Management Practices (BMPs) for erosion control will be critical. All of Halff's proposed staff are certified in the Florida Stormwater Erosion and Sediment Control program. Close cooperation with the contractor to install – and, most importantly, maintain – devices is critical to the project's success. The location of egress and ingress for construction vehicles and the installation of soil tracking devices will be discussed and located. Recognizing that severe rain events can and do happen, our staff understands the positive effects of self-reporting when appropriate and moving rapidly to restore erosive impacts. Halff also recognizes this project will be an "attractive nuisance" to children and others who may have used this ADS chambers pond location as a passive park in the past. Holding a discussion with the contractor about securing the site and work areas to protect the community, along with coordinating with the PM and Police Chief to enhance awareness and increase patrols, will be essential to overall project safety.
- Reviewing the contractor's hours of operation to verify with contract requirements and city ordinances related to noise and permitted construction times. A discussion to adjust working hours to better accommodate local residents may be necessary to maintain the excellent working relationships Halff always strives to maintain between the contractor and stakeholders.

Construction Phase

During the construction phase, Halff's approach utilizes innovative techniques and systems that include our proprietary ***Field Report Application***, designed to streamline the process of creating, managing, and submitting field reports. This digital platform allows users to capture data from the field in real time, verifying accuracy, enhancing efficiency, and allowing for immediate data analysis. Creating a report is simple and includes required fields to confirm comprehensive data is collected. Users can add photos directly to daily reports, providing helpful visual context of work observations. The app allows tracking of submitted reports through the QA/QC process before generating a final report PDF that can be downloaded for off-line use. The app is cloud-based, providing the City's PM and staff with real-time access.



The **Solocator** app is installed on each of our staff's cellular phones. As shown in the image to the left, this app automatically embeds the date, time, GPS location, compass direction, and altitude within the photo's metadata. Information is then directly exported to Google Earth as a .KMZ file.

Halff's **UAS Services (drones)** are used to document project progress and key milestones. Our licensed, in-house drone operator is local and can respond quickly to site needs. The digital aerial photos and videos captured will be valuable resources for Dr. Young in sharing updates with the City, stakeholders, and local media.

Halff's Jericho Road Phase 1 Project
Okaloosa County

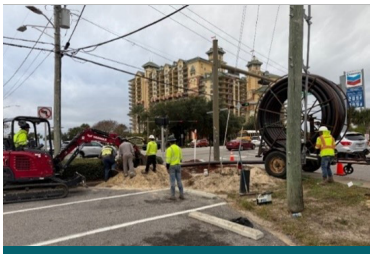


Before Construction



After Construction

Utilities



US 98 at Stahlman Avenue UCoF's Destin UG Project

Utilities can play an incredibly impactful role in projects scheduling and production. Our experience in urban transportation projects requires serious attention to utilities, even when they are identified on the plans to remain. To avoid delays to critical work activities, Doug and Utility Coordinator, **Stephanie Lindsay (UCoF)**, will focus on understanding how existing utility impacts influence the construction sequencing. Our approach emphasizes early alignment – bringing the contractor and utilities together from the start to establish scope, sequencing, and expectations. Stephanie is very familiar with the local utility owners that will be involved in this project, which will streamline communication and coordination from day one. Since utilities can play such an impactful role of the success of a roadway project, her role will provide tangible value, avoiding missteps that can lead to delays, rework, and cost increases. ***Our team's effective planning, clear communication, and proactive engagement sets us apart.*** As part of our early efforts, we have already initiated discussions with utility agencies to understand their current stance and any expected constraints.

Constructability Review

As part of our plans review and site visits, we have identified the following potential constructability issues:

Phase One Constructability Issues

- Egress and ingress to the site of the ADS chamber by construction vehicles, particularly dump trucks hauling in materials (drainage stone, ADS arch chambers) and on site storage of excavated materials.
- Unless the pay item for the LS ADS Chambers includes the excavated material to construct the chambers, the Price Proposal Sheet for Phase One should include item 120-1 Regular Excavation (60K CY +/-). EOR should verify the plan quantity on the summary of earthwork table.
- Plan Sheet 96 (Sediment and Erosion Control Plan) calls out for Pay Item 104-10-3 Sediment Barrier around the perimeter of the ADS work zone. This item is not included in the Price Proposal Sheet.
- MOT Pay Items 102-60, 102-74-1, and 102-115 should be included in the Price Proposal Sheet to allow the contractor to install advanced warning signs, any necessary barricades, and Type III barricades with "Road Closed" signs attached.

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- The limits of clearing and grubbing (and by extension, the ADS Chamber work zone) should be defined to allow a quantity for the contractor to bid. A general note can be added that permits the contractor to extend outside the limits as part of their means and methods at no additional cost to the City.
- The EOR should consider increasing the plan quantity for Pay Item 430-174-118 to allow for stubbing out of S-304 towards S-302.
- The Price Proposal Sheet includes Pay Item 570-1-2 Performance Turf, Sod. Plan notes should define it as bermuda grass as stated in the Landscape Plans. Also, clarity is needed to define the responsible party for maintaining the condition of the sodded area if Phase One is accepted and a different contractor builds Phase Two.
- Receiving from the contractor their haul route and generating pre-construction video and digital photos of existing conditions of the roadways.
- Receiving and reviewing the ADS materials early (e.g. submittal of shop drawings). The City will ultimately be responsible for maintenance and inspection of this system. Warranty and maintenance during construction of Phase Two will need to be discussed with the City as the Phase Two contractor may not be the Phase One contractor.

Phase Two Constructability Issues

- Plans call for 6-inch concrete for the 10-foot-wide shared-use path. Based on historical average prices, it may be less expensive to construct the path with 12-inch Type B stabilization, OBG 04, and 1 ½-inch SP TL-B. This option may also reduce long-term maintenance costs.
- Plan Sheet 36 incorrectly labels Structure S-121 (Plan Sheet 19).
- Summary of Quantities Sheet (Earthwork) appears to be in error for regular excavation Ponds. Pond 1 excavation is 6,000 CY +/-. The EOR should review.
- Utility relocation plans indicate nearly all existing utilities to remain in place.
- A review of the drainage structure plans shows:
  - S-104 adjacent to existing Okaloosa Gas and buried fiber optic cable (BFOC).
  - S-121 Manhole 18-inch pipe to S-120 placed directly below existing sanitary sewer. This structure is critical to connect the drainage from Azalea Drive and Benning Drive to stormwater Pond 1.
  - S-114 is adjacent to buried electric, water main, and buried TV cable.
  - S-507 to S-508 is shown to be in conflict with water main.
  - 18-inch pipe from S-507 is shown to be in conflict with water main.
  - Structure EX-4 is shown to be in conflict with sanitary sewer.
  - 18-inch pipe from S-117 to S-116 is shown to be conflict with sanitary sewer.
  - Structure S-118 is shown to be in conflict with buried TV cable.
  - 18-inch pipe from S-120 to S-121 is shown to be in conflict with BFOC.
  - 18-inch pipe from S-204 to S-200 is shown to be in conflict with two sanitary sewer lines.
  - S-204 is shown to be in conflict with buried TV cable.
  - 18-inch pipe from structure S-414 to S-415 is shown to be in conflict with water main.
- During the Pre-Bid Meeting, the EOR stated the Phase One excavated materials will remain on site. Phase One and Two are excess projects and the Phase Two contractor will be responsible for hauling off this material. If the City chooses to keep excess excavated material, an off-site storage area and advisory plan note may be needed.
- The Plans and any TSP for the ADS chambers should clearly state that all excavated material is included in the LS cost.

Landscaping & Irrigation

- The CEI, contractor, EOR, and City PM should begin collaborating immediately to avoid delays and reduce RFIs and potential change orders. Identification of key details (minimum system pressure, water tie-in locations, controller placement, permits, and service agreements for electric connection to FPL) should be defined early. The City is encouraged to provide contacts for water and electric services to support coordination with the irrigation designer. If the City has preferred materials or system components (e.g., sprinkler heads, controllers), the EOR should include those preferences in the plan notes prior to bid.
- Properly locating and sizing irrigation sleeves will be critical so the contractor can install them in alignment with their schedule. This work is typically accomplished after storm drainage installation and concurrently with other underground facilities, such as the lighting conduit installation and prior to construction of the base, curbs, and pavements. The team will prioritize avoiding directional boring of these sleeves to prevent rework.

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- The plans do not include any planting details, such as staking and bracing details.
- Little Gem Magnolias have been found to be stubborn growers with low survivability rates. The EOR may wish to consider an alternative species.
- Plan Sheet LD-7 shows Saw Palmettos planted in the maintenance berm. Consider moving all materials off of the maintenance berm.
- The EOR should consider planting the Redbuds in areas that are not exposed to full sun.
- The planting within the ADS Chamber site shown on Plan Sheets LD-08 and LD-09 may need modifications to help prevent future maintenance issues, such as species swap, over-excavation in tree planting areas, installation of root barriers, etc.

Local Agency Program (LAP) Compliance Requirements

The Halff team offers decades of experience working on federally funded projects and meeting both FDOT and FHWA requirements. Our team is experienced and proficient at fulfilling all Resident Compliance Specialist (RCS) duties, including monitoring the contractor for compliance with Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantaged Business Enterprise (DBE), On-The-Job Training (OJT), and Federal Wage Rate Provisions (Davis Bacon Act) requirements. We routinely confirm that the requirements of the LAP Agreement are followed and monitor contract compliance with the LAP Agreement guidelines. A LAP EEO script is maintained with all updates to the compliance program and discussed in detail at the Pre-Construction Conference. **Robbin Moody** is an FDOT qualified RCS and is currently working with Doug on the Jericho Road project and with Eric on our ongoing Leon County Local Agency Program (LAP) project, providing EEO and Davis Bacon Act Compliance services. Robbin will perform the Construction Contract Compliance Administration (CCCA) field office reviews using the CCCA Review checklist, issue non-compliance notices, maintain payroll and labor interview files, maintain any OJT Training Program files, monitor the EEO Tracking spreadsheet, interview training candidates, provide timely submission of the Monthly Time Reports, and verify the Monthly Time Reports against payrolls while reporting inconsistencies, and converting documents into hard file as submittals to the City with final documents. Our contract compliance services will begin prior to the Pre-Construction Conference and continue through the successful completion of the project. Robbin is also experienced in using the Grant Application Process (GAP) system, performing this function on our ongoing LAP project for Leon County.

Delivering On Time & On Budget

As the City's CEI consultant, Halff understands the importance of working closely with both the City and the contractor to complete this project on time and within the established budget. To support this goal, the Halff team will proactively identify potential issues early and offer creative, innovative solutions to eliminate obstacles that could impact the contractor's schedule/operations. We accomplish this by:

- Performing thorough and persistent constructability reviews, before construction and during construction.
- Providing utility coordination expertise to identify and resolve conflicts that benefit the project and reduce or eliminate delays to the contractor's critical path.
- Maintaining open, fair, and clear communication between the CEI, contractor, and City of Destin PM.
- Working closely with the City's Public Information Officer, Dr. Tamara Young, to provide timely and accurate information to keep the City and public informed of major work activities, lane closures, and milestone events.
- Utilizing Eric and Doug's expertise in reviewing and updating CPM schedules with Primavera P-6 software. Our team will work closely with the contractor during schedule updates to identify and seize opportunities that can help accelerate progress toward substantial completion.
- Identifying milestone events from the contractor's submitted baseline schedule and work tirelessly to give the contractor every opportunity to meet or get ahead of each milestone event.

Staffing Plan & Experience

The predominant goal for the Halff team will be to deliver the Crosstown Connector project on time and within budget. Each task will be negotiated based on an agreed fee schedule and negotiated services required for each task. The manpower estimate for each task will then be negotiated along with expenses (limiting amount not to exceed contract) or the City and Halff may agree to a lump sum fee for each task. Client Service Manager **Eric Rosenstein, PE,** will be the designated point of contact for all contractual issues.

Leading the team will be **Doug Prichard**, a local resident and our proposed PM. Doug's experience includes over 34 years providing CEI services primarily in the Florida Panhandle. Between 2020 to 2022, Doug served as the Walton County Project Administrator/ADA Coordinator, providing him with a

unique understanding and perspective of the needs of our local agencies. Doug will be transitioning from leading the Halff team on the Jericho Road Phase 1 construction for Okaloosa County, scheduled for completion in June 2025.

Eric and Doug have visited the project site and reviewed the plans and documents. In addition, they attended the Construction Pre-Bid Meeting on May 21st and have established working relationships with each of the contractors who attended.

The proposed Halff team brings recent experience working with **Michelle Gartman** and **Roy Petrey, PE**, of Okaloosa County on the soon to be completed Jericho Road Phase 1 project, enabling a smooth transition to this project. The City will benefit from Halff's local, hands-on team – including management, inspection staff, and our materials verification testing subconsultant, **UES –** who have successfully collaborated on past projects. Our team is further strengthened by subconsultant **UCoF,** who is currently supporting the City on a utility underground conversion project. UCoF will provide experienced utility and drainage Senior Inspector, **Jonah Vizaro**, for Phase One and **Stephanie Lindsay** for utility coordination for both Phase One and Phase Two. **Poole Engineering & Surveying** will supplement our staff by conducting pre-construction and-post construction surveys Senior Inspector **Dalton Taylor** brings the field expertise and practical knowledge needed to make informed on-site decisions while keeping management fully informed. In addition, ***all of our field staff have FDOT CTQP qualifications*** relative to the work they will be inspecting. If funding includes federal dollars, Halff is pre-qualified with FDOT in the following CEI work groups: 10.1 Roadway Construction Engineering Inspection, 10.3 Construction Materials Inspection, and 10.4 Minor Bridge and Miscellaneous Structures.

An example of a proactive, solution-oriented approach led by Doug is the upcoming PJ Adams Turn Lane Project at SR 85, where Halff is providing CEI services for Okaloosa County. During our on-site review of the project and plans, Doug identified potential utility conflicts that could impact the schedule. Working with the EOR, the Halff team reached out to the utility providers on the project. Doug successfully organized on-site utility meetings, resulting in a more detailed utility relocation schedule – developed even though construction has not started. The schedule below illustrates Doug's efforts to secure early relocation commitments, helping to prevent delays during construction.

Status	Utility		Planned work summary	Predecessor	Duration	Const Start
Complete	Okaloosa County W&S		8' inside ROW & FPL; Complete pre-construction. Relocation complete.	Stake ROW	5 days	
Underway	City of Crestview Water & Sewer		5' inside ROW & FPL; Complete pre-construction	Stake ROW	10 days	
Pending	Florida Power & Light (FPL)	Jeremy Coon	0' to 2' inside ROW	C&G	45 days	
Pending	Uniti (Southern Light)	Kyle Hill	Top line on Power Poles starting at NW corner of PJ & SR85 intersection and continuing south in west SR 85 RW; To relocate existing OH on new FPL poles.	FPL relocation	5 days	
Pending URGENT	Cox	Dave Allyn	Verify sufficent slack - URGENT	FPL pole relocation; Uniti relocation	10 days w/ slack; 60 days w/o	
Underway	Lumen (Century Link)	Robert Marks/ WC Keys	New Bore for relocate; FDOT permit approved; County permit approved - work underway	None - can be done pre-construction	10 days	
No impact	ATT Florida	Tom Manning	Locate and protect; Lines on south side of PJ	N/A	N/A	
No impact	ATT Transmission	Micheal Gamboa	East side at Drilled Shaft Foundation; Locate and Protect - vertical markers in place to protect edge of existing line	N/A	N/A	
No impact	Okaloosa Gas	Shawn Croft	Locate and protect; Representative to be on-site	N/A	N/A	

5. References – Past Performance



FDOT District Three

Ben Bell | Project Manager
850.836.5751 (Office)
Ben.Bell@dot.state.fl.us
1723 Sunrise Circle
Ponce De Leon, FL 32455

Projects | Dates of Services:
CEI Group 24-A | November 2023 – Present
CEI Group 23-J | June 2023 – November 2024

Key Project Members:
Eric Rosenstein, Doug Pritchard, Scott Chastain, Robbin Moody, Dalton Taylor, Christian Ashton

CEI Group 24-A: Halff is providing CEI services for three separate projects under one contract: the bridge replacement of CR 30A over Western Lake, the bridge rehabilitation of SR 293 over Choctawhatchee Bay, and the installation of the SR 30 Emerald Bay Parkway arterial dynamic message signs (DMSs). The new CR 30A bridge is approximately 1,426 feet in length and involves shifting the alignment approximately 20 feet to the south. The SR 293 bridge rehabilitation encompasses repairs to the deck, superstructure, and substructure elements to increase it's National Bridge Inventory Condition and Sufficiency Ratings for safety and longevity of the bridge. The SR 30 project consists of installing two DMSs and pan/tilt/zoom (PTZ) cameras.

CEI Group 23-J: Halff provided CEI services for two projects under one contract for the resurfacing of nearly 16 miles of SR 2 from Choctawhatchee River Bridge to CR 177 and SR 2 from Ten Mile Creek to Jackson County Line in Holmes County. Other scope items included overbuild for cross slope correction within both segments; Little Creek box culvert rail replacement; cross drains and headwall/endwall replacements, including triple 48-inch reinforced concrete pipe (RCP) extensions; concrete ditch lining; inlet and mitered end section (MES) replacements; guardrail replacement; loop and sensor replacements for the telemetered traffic monitoring site (TTMS); and signing and pavement markings.



Okaloosa County

Roy Petrey, PE | Engineering Manager
850.423.4854 (Office) | 850.803.8200 (Mobile)
rpetrey@myokaloosa.com
1759 South Ferdon Boulevard
Crestview, FL 32536

Project | Date of Service:
Jericho Road Phase 1 | December 2024 – May 2025

Key Project Members:
Eric Rosenstein, Doug Pritchard, Scott Chastain, Robbin Moody, Christian Ashton, Subconsultant: Universal Engineering Sciences (UES)

Halff provided CEI services for the Jericho Road improvements to "unlock" approximately 1,600 acres, including 588 acres of prime county-owned industrial property. The project included earthwork, clearing and grubbing, temporary and permanent erosion control, construction of stormwater management facilities, relocating and installing fiber optic cable (by others), paving approximately 2,700 LF of roadway entrance, pavement markings and signage of roadway, and utility relocations. This project also included widening and adding signalization to the existing Florida Gulf and Atlantic (FGA) railroad crossing.

6. Submittal of General Information and Procurement Forms/Documents

halff

6. Submittal of General Information and Procurement Forms/Documents

RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ Number: 25-06-CD

RFQ Received By: **June 9, 2025, NO LATER THAN 1:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 9, 2025, no later than 1:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Halff Associates, Inc.

Federal I.D. Number: 75-1308699

A Corporation of the State of: Texas

Area Code: 850 Telephone Number: 596.8081

Area Code: 850 Fax Number: 681.3600

Mailing Address: 924 North Ferdon Blvd.

City/State/Zip: Crestview, FL 32536

Vendor Mailing Date: 06/06/2025

Authorized Signature

Bryant King, PE

Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **RFQ No. 25-06-CD, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**

RESPONDENT: Halff Associates, Inc.

DATE SUBMITTED: 06/06/2025

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
No. 1	5/27/2025		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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BE CONSIDERED COMPLETE AND ACCEPTABLE

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:

Bryant King, PE
Print Name


Signature

05/27/2025
Date

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: Halff Associates, Inc.

ADDRESS: 924 North Ferdon Blvd.

CITY: Crestview STATE: FL ZIP CODE: 32536

TELEPHONE NUMBER: 850.848.9436

SIGNATURE: _____ DATE: 06/06/2025

NAME (TYPED OR PRINTED): Bryant King, PE

TITLE: Vice President

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub- consultant(s), if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task	
Utility Consultants of Florida	225 Main Street, Suite 7D Destin, FL 32541	FL 34691	Utility Coordination & Inspection	
Universal Engineering Sciences, Inc.	1985 Cope Lane Pensacola, FL 32526	PG 408	Materials Verification Testing	
Poole Engineering & Surveying, Inc.	2145 Delta Blvd., Suite 100 Tallahassee, FL 32303	FL 6246	Survey	

Signature_____ Date: 06/06/2025

Title/Company Vice President | Halff Associates, Inc.

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Rebecca Egan **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED HALFF Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Allied World Surplus Lines Insurance Co — 24319 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 183186228 **REVISION NUMBER:** 24-25

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

Sample Certificate

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



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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

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 RFQ No. 25-06-CD Construction Engineering and Inspection Services for the Crosstown Connector Project

2. This sworn statement is submitted by
Halff Associates, Inc.
whose business address is 924 North Ferdon Blvd., Crestview FL 32536
and (if applicable) Federal Employer Identification Number (FEIN) is
75-1308699 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Bryant King, PE and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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(1)(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

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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 n 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) 06/06/2025
Date:

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 29 day of May, 2025,

By: Lisa Fricchione
(Print name)

Personally known ✓ ____ OR Produced Identification_____

Lisa Fricchione Seal:
Notary Signature

LISA FRICCHIONE
MY COMMISSION # HH 534353
EXPIRES: June 16, 2028

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO__X__

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO__X__

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO__N/A__

If YES, please describe:

FIRM NAME: Halff Associates, Inc.

BY (PRINTED): Bryant King, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS 924 North Ferdon Blvd.

Crestview, FL 32536

PHONE NO. 850.848.9436

E-MAIL bking@halff.com

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Halff Associates, Inc. CONSULTANT's Company Name	 Authorized Signature – Manual
924 North Ferdon Blvd. Crestview, FL 32536 Physical Address	Bryant King, PE Authorized Signature – Typed
924 North Ferdon Blvd. Crestview, FL 32536 Mailing Address	Vice President Title
850.724.3992 Phone Number	850.681.3600 FAX Number
850.528.1044 Cellular Number	850.596.8081 After-Hours Number(s)
bking@halff.com Email address	06/06/2025 DATE

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 25-06-CD
"CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 25-06-CD. – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

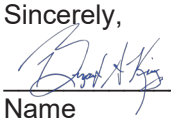
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,



Vice President

Name Title

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ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Bryant King, PE (insert name) as Vice President (insert title) on behalf of Halff Associates, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Halff Associates, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Halff Associates, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Bryant King, PE
Title: Vice President
Nongovernmental entity: Halff Associates, Inc.
Date: 06/06/2025

STATE OF Florida
COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me ✓ in person or ____ remote notarization by Bryant King as Vice President on behalf of Halff Associates Inc., who is personally known to me or who produced _____ as identification this 29 day of May, 2025.

Notary Public

(Notary Seal)

LISA FRICCHIONE
MY COMMISSION # HH 534353
EXPIRES: June 16, 2028

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CORPORATE AUTHORIZATION AND DELEGATION OF AUTHORITY

I, Jill S. Martin, the undersigned being the Corporate Secretary of Halff Associates, Inc. (the "Corporation") do hereby certify that at the Corporation's Board of Directors (the "Board") meeting held on the 18th day of February 2025 was present and acting throughout a quorum authorized to transact the business hereinafter described, the proceedings of said meeting were in accordance with the charter and bylaws of said Corporation, and this resolution has not been amended or revoked and is in full force and effect.

Resolved, that the individuals named herein were presented to the Board and are hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps and do such other acts and things as in his or her judgment may be necessary, appropriate or desirable in connection with any offer extended, proposal submitted, or contract entered into (title as noted):

Ahmad, Jibrael (VP)
Aillet, Brandon (VP)
Amoako-Atta, Samuel (VP)
Anderson, Craig (SVP)
Anderson, Emily (VP)
Andricopoulos, John (AVP)
Angerosa, Matt (VP)
Arbuckle, Sr., James (SVP)
Arguello, Javier (VP)
Atkinson, Erin (SVP)
Baker Daily, Jessica (CEO)
Balli, Bobby (VP)
Barbier, Michael (VP)
Barker, Kody (AVP)
Barr, James (VP)
Bean, Jonathan (VP)
Becker, Brian (VP)
Benavides, Gabriel (VP)
Bertram, Shawn (SVP)
Binkowski, Brian (AVP)
Booth, Duane (VP)
Boulicault, Kent (VP)
Brisendine, Travis (VP)
Brown, Julian (AVP)
Bucchin, Matthew (SVP)
Bullion, Miles (SVP)
Burkett, David (VP)
Caldwell, Joni (VP)
Cao, Thang (AVP)
Caron, Chris (VP)
Carpenter, Greg (SVP)
Carrillo, James (VP)
Charnas, Nick (VP)
Chavchalov, Drew (VP)
Chin, Johnnie (AVP)
Chovan, Dennis (VP)
Christiansen, Eric (AVP)
Clayton, Johnny (VP)
Cleavelin, Melanie (VP)
Clint, John (VP)
Coffin, Garrett (VP)
Collins, Casey (AVP)
Connolly, Gini (VP)
Conquest, John (AVP)
Cooper, Aaron (AVP)
Coyer, David (VP)
Craig, Matthew (SVP)
Crain, Michael (VP)
Cranston, Shaun (SVP)
Crawford, Stephen (VP)
Daniel, Lynn (VP)
Davidson, Angela (VP)
Deal, Matt (VP)
Delgado, Jose (SVP)
Delmotte, Ryan (VP)
Diamond, Jason (VP)
Diaz, Marcos (VP)
Dorman, Troy (VP)
Droptini, Sean (VP)
Easley, Paul (VP)
Edwards, Robert (VP)
Ellison, Jeremy (VP)
Endsley, RJ (VP)
Engelhardt, Cindy (SVP)
Epperly, Marc (VP)
Ern, Rob (VP)
Forester, Tracy (VP)
Foy, Patrick (VP)
Franz, Dan (VP)
French, Sherri (SVP)
Garcia, Raul (VP)
Gaylord, Robert (VP)
Gibson, Russell (VP)
Gonzalez, Juan (AVP)
Gossett, Robert (VP)
Griffin, Stephanie (VP)
Haar, Dennis (VP)
Harmon, Jeffrey (VP)
Harris, Heather (AVP)
Hatefi, Ali (VP)
Hausenfluke, Jodi (SVP)
Hays, Jacob (VP)
Heath, Todd (VP)
Hein, Levi (AVP)
Hemenes, James (VP)
Herolt, Edward (SVP)
Hicks, William (SVP)
Hinojosa, Samuel (VP)
Hiott, Chuck (VP)
Hodge, Cody (AVP)
Holeman, Chris (AVP)
Hollis, Leigh (SVP)
Holm, Michael (VP)
Hong, Chong (AVP)
Horsey, Sally (VP)
Hoyles, Adam (AVP)
Hudder, Gary (VP)
Hughes, Lenny (VP)
Hunter, Lauren (SVP)
Hutcheson, David (SVP)
Ickert, Andrew (SVP)
Jackson, Todd (COO)
Janicki, Mark (VP)
Kalogirou, Vasileios (VP)
King, Bryant (VP)
King, Ron (VP)
Kisiel, James (AVP)
LaFoy, Brian (VP)
LaFoy, Jenny (AVP)
Lahav, Sean (AVP)
LeBlanc, Kristin (AVP)
Lentz, Christian (VP)
Lewis, Ryan (VP)
Littleton, Brandyn (VP)
Littleton, David (VP)
Llewellyn, Jr., Mark (SVP)
Llewellyn, Sr., Mark (EVP)
Logan, Josh (VP)
Loretta, Joe (VP)
Maddox, Jordan (VP)
Marlar, Mike (VP)
Martin, Jill (SVP, CS)
Marusak, Russell (AVP)
Maske, Craig (VP)
Maurer, Brian (VP)
May, Carolyn (VP)
McGahan, Jeremy (VP)
McGahey, Ben (VP)
McLeod, Lance (VP)
Medford, Michael (VP)
Miller, Jim (AVP)
Miller, Steven (CSO)
Moran, Trey (VP)
Morton, Lee (AVP)
Mosier, Cindy (SVP)
Moya, Michael (SVP)
Mueller, Charles (SVP)
Muntean, David (AVP)
Murray, III, Menton (SVP)
Nagy, Jeff (VP)
Nell, Brian (VP)
Neuschafer, Mark (VP)
Nevitt, Susie (VP)
Newberry, Amanda (AVP)
Nguyen, Long (VP)
Nordstrom, Erika (AVP)
Nosek, Bogumil (AVP)
Orem, Chris (VP)
Overbey, Jarred (VP)
Parker, Kevan (VP)
Pembroke, William (VP)
Perez, Tomas (AVP)
Petrich, Joseph (VP)
Pifer, Ashley (VP)
Pittman, Michael (AVP)
Pittman, Dayna (SVP)
Powell, Wade (VP)
Prewitt, Ben (AVP)
Pylant, Benjamin (CPO)
Range-Pendell, Elizabeth (AVP)
Ratzman, Eric (VP)
Renteria-Compian, Nelda (AVP)
Richard, Brant (VP)
Rosenstein, Eric (AVP)
Rouvaldt, Cara (AVP)
Rushing, Scott (VP)
Saenz, Robert (VP)
Sagel, Joseph (CFO)
Sanders, Drew (AVP)
Sartori, Tony (VP)
Satagaj, Brian (AVP)
Satre, Dennis (VP)
Scheffer, Jason (VP)
Scholz, Robert (VP)
Scott, Clay (VP)
Scullion, Michael (AVP)
Shafer, Andrew (VP)
Shanks, James (VP)
Shipley, Greg (VP)
Shy, Jacob (VP)
Simon, Guillermo (VP)
Smith, David (VP)
Smith, Ryan (VP)
Spann, Maxwell (AVP)
Steffen, Martin (AVP)
Stephens, Ben (AVP)
Stoppelmoor, Richard (AVP)
Swope, Bill (AVP)
Taylor, Marcus (AVP)
Thornton, Kyle (VP)
Thornton, Jon (AVP)
Tobias, Brett (AVP)
Tong, Lei (VP)
Torres, Ernest (VP)
Troilo, Mark (VP)
Vega, Ronaldo (VP)
Venvell, Mark (VP)
Vester, Cameron (AVP)
Vickery, DeeAnne (VP)
Vines, Brian (VP)
Warfield, Dan (SVP)
Wary, John (VP)
West, John (VP)
White, Willis (VP)
Woodson, Todd (VP)
Young, Elizabeth (VP)
Young, Jack (VP)

Witness my hand and seal of the corporation this 18th day of February 2025.

Corporate Secretary

City of Destin, Florida
Construction Engineering Inspection (CEI) Services
RFQ 25-06-CD
Respondent's Qualification Statement

Litigation Disclosure
Halff Associates, Inc.

CONFIDENTIAL & EXEMPT

23 May 2025

Questions:

Question 8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.

Question 20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent 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.

Question 21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

Response:

CONFIDENTIAL – For Internal CITY OF DESTIN, FLORIDA Use Only – Not For Disclosure Any And All Exceptions, Protections Under Applicable Open Records Laws and The Freedom Of Information Act Are Claimed by Halff.

Question 8

As to whether Halff has ever failed to complete a contract or work awarded, Halff employs more than 1,450 people in 32 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in over 3,500 active projects at any given time. On rare occasions, projects are canceled for a variety of reasons, including lack of funding, client decisions that lead to ceasing pursuit of a project and/or change the direction of a project, among others. Halff certifies that it has never failed to complete a contract, project, or awarded work with the City of Destin.

Question 20

Due to Halff's size, the number and complexity of the projects that Halff is involved with, and the heightened litigious nature of our society, Halff occasionally becomes involved in legal proceedings.

Halff was, or is currently a party, in the following project-related civil cases with other clients within the past five (5) years:

1. *Y.C. Partners Ltd d/b/a Yantis Company v. The City of New Braunfels v. Halff Associates, Inc.*, C2014-0522A, District Court of Comal County, Texas, 22nd Judicial District – PENDING – Yantis (the City's contractor) sued the City for failure to pay monies allegedly owed after the Contractor failed to follow proper protocols and not following the approved design. The City cross-claimed against Halff after the Contractor/ Plaintiff alleged that its failures related to design defects. Monetary claim amount to be determined.
2. *Pharr-San Juan-Alamo ISD v. D. Wilson Construction Co. et al*, 2021 003006, DC 430th Judicial District, Hidalgo County, Texas – PENDING – PSJA ISD alleges design issues related to the HVAC system installed in an elementary school. Monetary claim amount to be determined.
3. *Village Real Estate LLC v. Ziegler-Cooper, Inc. Savills Inc. F/K/A/ Savills Studley, Inc., Seawood Builders, LLC, Halff Associates, Inc., and Permit-Expediters Inc.,* 2023 22283, 55th Judicial District, Harris County, Texas – PENDING – Village Real Estate sued the architect, engineer and other advisors and consultants related to the construction of a detention pond within an easement held by a third party. Monetary claim amount to be determined.
4. *City of Willow Park v. Halff Associates, Inc.,* CV23-2017, 415th District Court, Parker County, Texas – PENDING – Halff provided an opinion of construction cost related to a water transmission pipeline through the City of Hudson Oaks and the City of Willow Park, which turned out lower than actual bids received. Monetary claim amount to be determined.
5. *City of Hutto v. Brooklands Partners, Ltd.*, 23-1222-C395, 395th Judicial District Court, Williamson County, Texas – PENDING – The City of Hutto sued Brooklands alleging defective construction. Brooklands then sued Halff and others as a third-party defendants. Monetary claim amount to be determined.
6. *Jose Luis Almaguer v. Halff Associates, Inc.*, DC-24-07702, 14th Judicial District, Dallas County, Texas – RESOLVED, suit settled in April 2025. Monetary claim value/settlement is confidential.
7. *Sonner Road 80, LLC v. Jonathan Heusel; Path Engineering Design & Urbanism PLLC; Halff Associates, Inc.; and Gardner Architects LLC*, CJ-2020-5015, Oklahoma District Court, Oklahoma County – RESOLVED, suit settled in May 2024. Monetary claim value/settlement is confidential.
8. *Prairie Link Constructors JV, Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc. v. AECOM v. Halff*, DC-22-13917, 160th Judicial District, Dallas County, Texas – RESOLVED, Halff's motion to dismiss was granted in January 2024. Monetary claim value is confidential.
9. *Fidencio Hernandez, et at v. City of McAllen, Spawglass Contractors, Inc., Halff Associates, Inc., Palms Crossing Town Center, LLC and Gignac & Associates LLP*, Cw0024-17-A, 92nd District Court, Hidalgo County, Texas – RESOLVED, suit was settled in June 2021. Monetary claim value/settlement is confidential.
10. *Performance Services, Inc. v. Halff Associates, Inc., The Mystinfield Group LLC, Wiss Janney, Elstner Associates, Inc.*, 20-0475-C368, 368th Judicial District, Williamson County, Texas – RESOLVED, suit was settled in December 2021. Monetary claim value/settlement is confidential.
11. *Lou Tilchin, Jaffe Tilchin Wealth Management, Inc. v. ABI Companies, Inc., ABI Construction Services, LLC, GGI LLC, Genesis C E & I Services, LLC, Genesis Halff, Inc. and Genesis Halff CEI, Inc.,* 20CA003205 DIV. E, Circuit Court of the 13th Judicial Circuit Hillsborough, County, Florida – RESOLVED, Genesis Halff, Inc. and Genesis Halff CEI, Inc. were dismissed from the suit in December 2021. Monetary claim value is confidential.
12. *Fidencio Hernandez and Maria Garcia, Individually and as Representatives of the Estate of AHH (Decedent) and Rose Amber Cordova v. Raymond Gignac, AIA, Individually and, DBA Gignac/TVS,*

Gignac & Associates, L.L.P., Thompson Ventulett Stainbeck & Associates, Inc., Architects, Halff Associates, Inc. and SWA Group d/b/a SWA Group Inc., C-0024-17-A, 92nd Judicial District, Hidalgo County, Texas – RESOLVED, suit was settled in June 2021. Monetary claim value/settlement is confidential.

Halff can and does affirm that there are no prior or ongoing legal matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff can confirm it has no ongoing or pending litigation against the City of Destin.

Question 21

Halff, its principals, officers, or predecessors' organizations are not a defendant, and have not been a defendant, in any criminal proceedings.

As to All Questions

Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's Corporate Counsel, Nina Scherach, can be reached at nscherach@halff.com.

MANAGING PROJECT ON-TIME & ON-BUDGET

To complete a project on time and within budget, the CEI must have a complete understanding of the project, the contract, and the client. Our recent past performance on our projects for FDOT and other local municipalities are indicative of Halff's ability to exceed our client's goals.

Budget

The Halff team begins each project by identifying and reviewing constructability issues in the plans and specifications so issues can proactively be addressed with minimal impacts to schedule and budget. Our review focuses on issues occurring early in construction and those that impact cost, schedule, quality, or safety. Following the constructability review, **Client Service Manager Eric Rosenstein, PE** and **Project Manager Doug Pritchard** will meet with the City to gain consensus on documented issues and recommendations from Halff. We are stewards of taxpayer dollars and have the distinct responsibility of delivering quality tasks at a maximum agreed upon price within the confines of an agreed upon schedule.

To make certain we stay within budget, Halff utilizes VantagePoint, an automated accounting system that allows customization of time-keeping procedures, invoice generation, and project staff hour/budget tracking. We can produce custom weekly and monthly status reports to monitor fund availability and usage rate. These tracking tools are reviewed on a weekly basis to make certain we remain on budget for each assignment. We monitor budget performance and make the necessary adjustments to verify all funds are used to maximum efficiency.

Schedule

We have an important responsibility in the process to adopt an approved schedule, review the monthly updates for adherence to the planned activity start and finish dates, identify indicators of progress falling behind schedule, and recommend actions for schedule recovery as needed in collaboration with the contractor. We will verify that the project schedule includes activities pertaining to construction, shop drawings, material procurement, utility work schedules, and construction phasing.

Eric and Doug have demonstrated expertise in reviewing and monitoring the contractor's baseline and monthly updated schedules, with projects ranging from milling and resurfacing to complex widening projects with more than 1,200 activities. Monthly updates will be reviewed to verify reasonable pursuit of critical path activities and confirm start and completion dates of all work activities are accurate. The contractor's two-week look-ahead schedule will be collected in a timely manner and compared against the monthly schedule updates. Upcoming work activities will prompt document and field layout preparations. Field operations will be monitored to facilitate the timely completion of key milestones. In addition, the team will look for changes in activities affecting the vested members of the project along the corridor (traffic shifts, detours, driveway construction, utility installation, etc.), to make certain appropriate notice and coordination takes place well in advance of the work.

PROVIDING QUALITY WHILE STAYING ON-SCHEDULE

Halff builds teams specifically for the project's needs. Our proposed team members have a breadth of experience working on similar projects, which allows for a better understanding of the construction requirements and the ability to anticipate issues before they arise. Prior to the start of the project, our team will meet with City staff to establish expectations for safety, project records, sampling and testing, communication, and evaluations. Establishing the expectations before construction is essential for moving forward in the right direction for success. At Halff, project closeout begins on day one by properly preparing, naming, filing, and tracking documents from the beginning with closeout in mind. This effort makes certain that records are properly filed and closeout is completed efficiently.



QUALITY ASSURANCE/QUALITY CONTROL METHODS

Halff is committed to delivering quality on every project. We adhere to the latest Construction Project Administration Manual (CPAM), FDOT Standard Plans and Specifications for Road and Bridge Construction, and all applicable Interim Revisions. Halff utilizes a Quality Assurance Review Checklist that covers key contract items. In addition, an initial QA review on the asphalt inspection staff is conducted after the contractor has completed ten full working days of mainline asphalt paving operations or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required by the Halff team. These reviews, led by experienced Halff staff, confirm compliance with contract specifications and procedures, and focus on both current and upcoming construction activities to maintain proactive oversight.

Quarterly reviews of field measurements, daily work reports (DWRs), site-source documentation, materials testing, and contract administration/processes will be performed by our QA team, led by ***QA/QC Manager Jo Ann Moore***. Final estimate reviews will be performed at 30 percent, 60 percent, and 90 percent intervals. Within five days of completing each review, a summary of the QA review will be provided to the City of Destin PM with recommendations for improvements to be implemented on the project immediately. Any improvements identified will be discussed with our team and added to our lessons learned toolbox.

A QA Plan will be customized for the Crosstown Connector project and include processes, as well as checklists that focus on inspection and documentation requirements for major work items. The plan will be distributed to and ***followed by all team members, including subconsultant staff***. As shown in the diagram below, not only is every team member responsible for reviewing their own work, but our system includes a series of checks and balances so that contract documentation is thoroughly reviewed throughout the project and adheres to the highest quality standards.



We improve lives and communities
by turning ideas into reality.

halff.com

EXHIBIT C

Fee Schedule (w/ CEI Scope)

CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES & FEE FOR

PHASE ONE CITY OF DESTIN CROSSTOWN CONNECTOR

RFQ 25-06

PROJECT DESCRIPTION:

The Crosstown Connector (Project) will provide an alternative route for locals and help alleviate traffic on US 98. The work commences on Azalea Drive at Benning Drive and continues through the existing passive park, eventually terminating at Beach Drive/Legion Drive with the construction of a Roundabout. This project will improve safety, allow smoother traffic flow, and help reduce stopped vehicle queues along adjacent residential streets. Major features include sidewalks, bike lanes, SUN Trail shared use path, street lighting, stormwater ponds, drainage, the construction of an ADS underground storage chamber, new roadway and roadway widening, earthwork, curb and gutter, utility relocations, asphalt paving, signing, striping, landscaping and irrigation. Along with local funds and money from Okaloosa County, the City of Destin received a grant from the State that funds the 10-foot wide shared-use path, a part of FDOT's Shared-Use Non-Motorized Trail (SUN Trail) Program.

Phase One will only include the underground stormwater retention system and connections. This scope acknowledges Halff's commitment to providing services as part of Phase Two as well as Phase One, with fee proposal for Phase Two to follow in the future.

SCOPE OF SERVICES:

Halff Associates, Inc., (Consultant), serves as the Owner's representative on the project and faithfully represents the Owner's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

LENGTH OF SERVICE:

The services for each Construction Contract shall begin with written notification to proceed by the Owner. Phase I contract time is anticipated to be 180 days. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. For the duration of the project, coordinate closely with the Owner and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

ITEMS FURNISHED BY THE CONSULTANT:

All applicable FDOT documents referenced herein shall be a condition of this Agreement.

Office Automation: Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

Vehicles: Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name visibly displayed on both sides of the vehicle.

Field Equipment: Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats and safety vests shall have the Consultant's name visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with license requirements. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

Licensing for Equipment Operations: Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Owner informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.), ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process. Inform the designated Owner project personnel of any design defects reported by the Contractor or observed by the Consultant. Submit all administrative items relating to Invoice Approval, Time Extensions, and Supplemental Amendments to the Owner for review and approval.

REQUIREMENTS OF THE CONSULTANT:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in conformance with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality

of work. Identify discrepancies, report significant discrepancies to the Owner, and direct the Contractor to correct such observed discrepancies.

Independent Engineering Judgment: Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the Owner, the Consultant shall be expected to present options for consideration along with a preferred option.

Public Safety: Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and close the affected lanes of traffic until the deficiency is addressed.

Timely Resolution: Prioritize the Owner's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

On-site Inspection: Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic Control Plan.

Sampling and Testing: Perform sampling of testable material on site and delivered to certified lab for testing per FDOT Specifications and procedures. Receive and review lab tests for acceptability and maintain log of samples. Apply lab test results to corresponding field testing to verify acceptability and passing results. Resample as necessary. Keep Owner and Contractor advised of sampling and testing processes and results. Perform verification of Contractor QC testing per FDOT Specifications.

ENGINEERING SERVICES:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Owner for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities and interpreting the Contract Documents for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting.

(2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors."

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the Contract Documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.

(5) Document utility construction and relocation progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Owner's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues.

(6) Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Owner to make timely payment to the Contractor.

(7) Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. This service includes an elevated construction camera system provided by MultiVista.

Staffing:
Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of all final documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Owner issues Final Acceptance. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working.

AGREEMENT MANAGEMENT:

With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of calendar days allowed to date, an estimate of any additional calendar days anticipated to be added to the original schedule, an estimate of the Agreement completion date, and tracking Consultant funds expiration. For lump sum contracts, a pay out curve will be provided.

OTHER SERVICES:

Upon written authorization by the Owner or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the Owner to supplement the Consultant services under this Agreement.

- Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- Provide inspection services in addition to those provided for in this Agreement.
- Provide services determined necessary for the successful completion and closure of the Construction Contract.

POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

FEE AND MANPOWER:

In consideration of a $ 237,397.50 (9.963% of construction cost) lump sum fee for the 180-day Phase I work, Halff CEI shall, in addition to above defined scope, provide on-site inspection presence during all Contractor work activities. This fee shall remain fixed regardless of actual construction time (over or under). The attached manpower fee worksheet is provided for information on basis of fee.

CEI CONSULTANT ESTIMATED STAFFING

Description: Destin Crosstown Connector Phase 1
180 days to substantial completion + 30 days to final

Consultant: Halff Associates, Inc.

			2025						2026									
Classification	**Personnel**	**Firm Name**	**1**	**2**	**3**	**4**	**5**	**6**	**7**						**Total Months**		Loaded Rate	
			P	**C**	**C**	**C**	**C**	**S**	**F**									
Senior Project Engineer	Eric Rosenstein, PE	Halff	0.1	0.1	0.05	0.05	0.05	0.05	0.1						**0.5**	82.5	$280.00	$23,100.00
Project Administrator	Doug Pritchard	Halff	0.3	0.2	0.2	0.2	0.2	0.2	0.3						**1.6**	264	$172.00	$45,408.00
Utility Coordinator	Stephanie Lindsey	Halff	0.2	0.2	0.2	0.2	0.2	0.2	0.2						**1.4**	231	$151.00	$34,881.00
Sr. Inspector	Dalton Taylor/Colt Cohrn	Halff	1.0	1.0	1.0	0.8	0.2	0.2	0.2						**4.4**	717.75	$123.00	$88,283.25
Inspector	Robert Blount	UCofF	0.0	0.0	0.0	0.0	0.3	0.5	0.5						**1.3**	218.8082	$113.00	$24,725.32
Totals in Man Months			**1.6**	**1.5**	**1.45**	**1.2**	**0.976**	**1.15**	**1.3**	**0**	**0**	**0**	**0**	**0**	**9.2**		**CEI Fee:**	$216,397.57
			July	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**									

MultiVista Construction Camera				**CCTV**	$20,000.00
Materials Lab Testing				**Material Test Fee**	$1,000.00
				TOTAL FEE:	**$237,397.57**

Justification	
OPC	$2,382,818.50
% of OPC	9.963%

EXHIBIT D

Work Authorization – Phase 1 CEI

EXHIBIT E

Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Rebecca Egan **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED HALFF Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Allied World Surplus Lines Insurance Co — 24319 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 183186228 **REVISION NUMBER:** 24-25

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

Sample Certificate

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



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Office of the City Manager
Phone: 850-837-4242
Fax: 850-837-3267

WORK AUTHORIZATION

DATE: 07/21/2025

TO: Halff Associates (via email)

FROM: Jeff Cozadd, Projects/Grants/Contracts Manager

SUBJECT: WORK AUTHORIZATION 1, Phase 1 CEI – Crosstown Connector

The City of Destin (City) has reviewed and approved your proposal to perform Work Authorization 1 consistent with the Agreement for 25-06-CD Crosstown CEI, attached scope of services and fee schedule.

Scope of Work:

TASK ORDER 1 – Phase 1 (see attachment)

Base Services Fee:

Not to Exceed **$237,397.50**

For the City:

_____ _____
Jeff Cozadd, Projects/Grants/Contracts Manager Date

_____ _____
Larry Jones, City Manager Date

CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES & FEE FOR

PHASE ONE CITY OF DESTIN CROSSTOWN CONNECTOR

RFQ 25-06

PROJECT DESCRIPTION:

The Crosstown Connector (Project) will provide an alternative route for locals and help alleviate traffic on US 98. The work commences on Azalea Drive at Benning Drive and continues through the existing passive park, eventually terminating at Beach Drive/Legion Drive with the construction of a Roundabout. This project will improve safety, allow smoother traffic flow, and help reduce stopped vehicle queues along adjacent residential streets. Major features include sidewalks, bike lanes, SUN Trail shared use path, street lighting, stormwater ponds, drainage, the construction of an ADS underground storage chamber, new roadway and roadway widening, earthwork, curb and gutter, utility relocations, asphalt paving, signing, striping, landscaping and irrigation. Along with local funds and money from Okaloosa County, the City of Destin received a grant from the State that funds the 10-foot wide shared-use path, a part of FDOT's Shared-Use Non-Motorized Trail (SUN Trail) Program.

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(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the Contract Documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.

(5) Document utility construction and relocation progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Owner's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues.

(6) Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Owner to make timely payment to the Contractor.

(7) Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. This service includes an elevated construction camera system provided by MultiVista.

Staffing:
Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of all final documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Owner issues Final Acceptance. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working.

AGREEMENT MANAGEMENT:

With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of calendar days allowed to date, an estimate of any additional calendar days anticipated to be added to the original schedule, an estimate of the Agreement completion date, and tracking Consultant funds expiration. For lump sum contracts, a pay out curve will be provided.

OTHER SERVICES:

Upon written authorization by the Owner or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the Owner to supplement the Consultant services under this Agreement.

- Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- Provide inspection services in addition to those provided for in this Agreement.
- Provide services determined necessary for the successful completion and closure of the Construction Contract.

POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

FEE AND MANPOWER:

In consideration of a $ 237,397.50 (9.963% of construction cost) lump sum fee for the 180-day Phase I work, Halff CEI shall, in addition to above defined scope, provide on-site inspection presence during all Contractor work activities. This fee shall remain fixed regardless of actual construction time (over or under). The attached manpower fee worksheet is provided for information on basis of fee.

CEI CONSULTANT ESTIMATED STAFFING

Description: Destin Crosstown Connector Phase 1
180 days to substantial completion + 30 days to final

Consultant: Halff Associates, Inc.

			2025						2026									
Classification	**Personnel**	**Firm Name**	**1**	**2**	**3**	**4**	**5**	**6**	**7**						**Total Months**		Loaded Rate	
			P	**C**	**C**	**C**	**C**	**S**	**F**									
Senior Project Engineer	Eric Rosenstein, PE	Halff	0.1	0.1	0.05	0.05	0.05	0.05	0.1						**0.5**	82.5	$280.00	$23,100.00
Project Administrator	Doug Pritchard	Halff	0.3	0.2	0.2	0.2	0.2	0.2	0.3						**1.6**	264	$172.00	$45,408.00
Utility Coordinator	Stephanie Lindsey	Halff	0.2	0.2	0.2	0.2	0.2	0.2	0.2						**1.4**	231	$151.00	$34,881.00
Sr. Inspector	Dalton Taylor/Colt Cohrn	Halff	1.0	1.0	1.0	0.8	0.2	0.2	0.2						**4.4**	717.75	$123.00	$88,283.25
Inspector	Robert Blount	UCofF	0.0	0.0	0.0	0.0	0.3	0.5	0.5						**1.3**	218.8082	$113.00	$24,725.32
Totals in Man Months			**1.6**	**1.5**	**1.45**	**1.2**	**0.976**	**1.15**	**1.3**	**0**	**0**	**0**	**0**	**0**	**9.2**		**CEI Fee:**	$216,397.57
			July	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**									

MultiVista Construction Camera				**CCTV**	$20,000.00
Materials Lab Testing				**Material Test Fee**	$1,000.00
				TOTAL FEE:	**$237,397.57**

Justification	
OPC	$2,382,818.50
% of OPC	9.963%

REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 16, 2025
ANNEX COUNCIL CHAMBERS

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 Terésa Hebert
Councilmember Sandy Trammell
Councilmember Dewey Destin
Councilmember Torey Geile
Councilmember Jim Bagby
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
Human Resources Director Jaime Haynes
Deputy Comm Dev Director Steve O'Connor
Projects/Grants/Contract Manager Jeffrey Cozadd
Community Development Director David Pritchard
City Attorney Kimberly Kopp
City Clerk Rey Bailey
IT Director Andy Peters
Public Works Director Michael Burgess
City Engineer Robert Tomasek
Parks & Recreation Director Lisa Firth
Building Official Noell Bell

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Agenda item 5E - *Quasi-Judicial hearing regarding the submittal of a Minor Development Order for an existing commercial marine construction project at 288 and 302 Harbor Boulevard* was moved to the top of the list under Public Hearing.

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve the agenda, as amended, passed 7-0.

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

A. Public Works/Safety Committee 24 Annual Report/25 Work Plan

Mr. Jim Wood, Chairman of the Public Works/Safety Committee, presented an update on the committee's 2024 accomplishments and 2025 work plan. He reported progress on pedestrian safety projects, including a crosswalk improvement on Airport Road and upcoming rapid flashing beacons, and highlighted continued efforts to address eBike and LSV (Low-Speed Vehicle) issues.

Mr. Wood noted a noticeable decrease in sidewalk eBike incidents following a recent flyer campaign distributed to local businesses, churches, and the Chamber of Commerce. He also outlined the committee's ongoing area reviews and commitment to identifying visibility and infrastructure concerns—particularly "vision triangle" obstructions.

The City Manager added that residents can report visibility or safety concerns through email to his office or the Public Works department, with all contact details accessible via the city's website.

Councilmember Hebert asked if any outreach had been done regarding LSV safety, particularly related to children riding without proper car seats or overloading vehicles. Mr. Wood clarified that while the recent outreach focused on eBikes, he agreed this was a concern and committed to expanding future materials to include LSV safety education, especially for renters and families.

Councilmember Schmidt commended the committee for completing most of the 2024 initiatives but expressed concern that the 2025 work plan lacked clearly defined actionable items, particularly regarding eBikes. He noted that while the broad goals were helpful, they did not clearly reflect specific upcoming priorities or motions. In response, Mr. Wood acknowledged that a newly introduced worksheet for detailed tracking had not yet been incorporated into the 2025 plan but would be used in the next planning cycle. He added that while eBikes and LSVs fall under the committee's existing goal areas, he would provide more explicit documentation of such items in future plans to aid transparency and accountability.

Councilmember Bagby made a motion to approve the Public Works/Safety Committee's 2024 Annual Report and 2025 Work Plans, seconded by Councilmember Trammell. Motion passed 7-0.

2. PUBLIC COMMENTS

Joann Buisillon, a resident of Marino Acres on Planet Drive, voiced serious concerns regarding the increased frequency and low altitude of helicopter flights over residential areas in Destin. She emphasized that these flights, occurring as often as every 7 to 8 minutes from early morning until after dark, pose not only a noise disturbance but also a growing safety risk. Referencing a recent tragedy in Panama City involving the death of two children in a helicopter-related incident, she urged the city to act. She called for the formation of an airport authority committee or a town hall meeting involving all relevant stakeholders, including the FAA, NTSB, tour operators, and local officials, to discuss meaningful solutions.

Brittney Zirkle, an ice cream vendor and Destin resident stated that the City of Destin is unlawfully enforcing ordinances on state-controlled beach areas—specifically the land below the mean high water line—where the city has no jurisdiction under Florida law. She explained that her family operates legally under state licenses and only vends on land managed by the state, not the city. She accused the city of selectively targeting her family's business after a competing vendor, Rainbow Frost Ice Cream, filed a lawsuit. She alleged a clear conflict of interest involving a council member who owns a snowball business and voted to allocate $30,000 in taxpayer funds to pursue enforcement against vendors like her family. She expressed experiencing targeted harassment, including stalking, physical threats, and even a stingray injury that she claims resulted from being pushed into unsafe waters by city code officers. Despite efforts to resolve the matter amicably—including repeated requests for meetings with city officials—she said her complaints were ignored.

Carrie Harbarger, a resident of Mountain Drive, offered a counterpoint to the previous speaker's claims by clarifying the legal authority granted to the city by the Florida Department of Environmental Protection (DEP). She stated that although the DEP retains title to submerged lands and beachfront property below the mean high water line, the agency explicitly expects the City of Destin to enforce its ordinances on that land. She said she had personally contacted the DEP and provided city officials with documentation that affirms this responsibility. She emphasized that Destin benefits financially from this arrangement and must therefore carry out its duties. She argued that the vendors in question were not harassed but had been repeatedly warned and chose not to comply with the rules. She also referenced her own past attempt to sell snow cones on the beach years ago, noting she chose to stop out of respect for the shared understanding among local vendors. She warned against allowing unregulated vending, suggesting it would lead to an influx of inappropriate commercial activity such as alcohol sales, further undermining the character and safety of the beach.

3. CONSENT AGENDA

A. Budget Amendment - TDC Funding for Pickleball Court Project
B. Budget Public Hearing #1 - Date Change
C. Approval of minutes of June 9, 2025, City Council SRS Workshop
D. Approval of minutes June 9, 2025 City Council Budget Workshop
E. Approval of minutes of May 5, 2025, Regular City Council Meeting
F. Approval of minutes of April 21, 2025 Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3A through 3F passed 7-0.

4. CITY MANAGER REPORTS

A. Medical Insurance Renewal Discussion

Mike Carraway of Acentria presented a proposed change to the City of Destin's employee medical insurance plan, aimed at significantly reducing premium costs while maintaining or improving employee benefits. The city had received a 20% renewal increase from Blue Cross Blue Shield, which was negotiated down to 15%, but was still deemed unsustainable. Mr. Carraway explained that after exploring the market, only United Healthcare provided a competitive quote. The solution presented involved switching to a single high-deductible plan with United Healthcare, paired with a Medical Expense Reimbursement Plan (MERP) known as the Difference Card. This card would allow the city to front-load coverage for the first $3,500 (individual) or $7,000 (family) of eligible expenses, effectively eliminating co-pays and reducing out-of-pocket costs for most employees, while generating a projected annual savings of nearly $400,000 and potential five-year savings of $2.3 million.

Councilmember Schmidt questioned why this approach was being proposed now instead of in prior years when insurance costs were also rising. Mr. Carraway responded that although MERPs have existed for decades, the Difference Card platform became more widely implemented in the past 18 months. His agency waited to roll it out locally until they had confidence in its effectiveness and positive feedback from early adopters, such as a local architectural firm.

Councilmember Destin raised concerns based on his experience with insurance changes on the county school board, particularly about the potential for provider network changes and the risks faced by employees with catastrophic illnesses. Mr. Carraway provided assurances that United Healthcare's network closely mirrors the existing one and that employees with high medical needs

would not be exposed to greater out-of-pocket expenses than under the current plan, thanks to the Difference Card covering the initial deductible exposure.

Councilmember Bagby emphasized that this program not only improves the employee experience but also strengthens the city's ability to control rising health care costs.

Councilmember Hebert echoed support, noting that while some employees may face a learning curve, the benefits offered—including zero out-of-pocket costs for many services—will be substantial, particularly for families. She added that the city's overall benefits package remains a key advantage for its staff, even if wages may not always be the highest.

Councilmember Bagby moved to direct staff and Acentria to move forward with the implementation of the Difference Card program as a health reimbursement arrangement in conjunction with the most competitively priced high-deductible base plan; seconded by Councilmember Hebert. Motion passed 7-0.

B. Captain Royal Melvin Park Cameras

The City Manager announced that cameras at Captain Royal Melvin Park have been successfully installed and are now fully operational. These cameras provide high-definition video ensuring clear and detailed footage (live footage was demonstrated to confirm the system's functionality and video quality). The system is configured to retain recordings for a period of 30 days. The primary purpose of these cameras is to monitor and document any unauthorized commercial activity occurring on public docks. This surveillance will serve as a tool to provide evidence for code enforcement efforts, enabling the city to take appropriate action when such violations are observed.

C. RFQ 25-06-CD CEI Crosstown Connector Project

The City Manager presented an update on the CI (Construction Inspection) component of the Cross Town Connector project. A Request for Qualifications (RFQ) was issued, and six firms responded. One submission was deemed nonresponsive, leaving five valid respondents. These were evaluated and scored by staff through the bid committee process. The top three ranked firms—Anchor CEI, Halff Associates, and Volkert—will be invited to give presentations at the next council meeting if the council agrees.

Councilmember Bagby moved to invite Anchor CEI, Halff Associates, and Volkert to attend a council meeting and make presentations to the council as part of the RFQ 25-06-CD selection process. Councilmember Hebert provided a second to the motion, which passed 7-0.

D. RFB 25-07-CM Crosstown Connector Phase 1 Construction

The City Manager presented a recommendation to award the construction contract for Phase One of the Cross Town Connector project, specifically the stormwater component. Two bids were received: H&T at approximately $2.38 million and GF Coast Utility Contractors at around $2.7 million. H&T's bid came in slightly below the engineer's estimate of $2.4 million. Staff recommends awarding the contract to H&T.

Councilmember Bagby moved to award RFB 25-07-CM to H&T Contractors and request that staff bring back a construction contract for council consideration. Motion was seconded by Councilmember Hebert and passed 7-0.

E. Interlocal agreement with the County for the Underpass Project near Stahlman Avenue SS4A grant.

The City Manager presented this item concerning the interlocal agreement with Okaloosa County to support a grant application for a pedestrian underpass near the Stahlman intersection. He informed the council that he attended the recent Okaloosa County Board of County Commissioners meeting, where the county agreed to contribute $3.6 million as part of the 20% local match required for the Safe Streets and Roads for All (SS4A) grant. The total project cost is $4 million, and the grant deadline is June 26.

According to the City Manager, a minor change in language was made in the agreement—revising the location to be "near the Stahlman intersection" to provide flexibility in right-of-way acquisition if needed. He emphasized the project's significance for both pedestrian safety and traffic flow improvement, noting that the intersection is among the most congested areas in the region according to the Florida Department of Transportation.

Councilmember Destin expressed gratitude to the county for their partnership, and Mayor Wagner echoed that appreciation, emphasizing that the project is a major collaborative effort that will enhance traffic efficiency and pedestrian safety in a critical area.

Councilmember Destin moved to approve the Interlocal Agreement between the City of Destin and Okaloosa County for the US 98 and Stahlman Intersection Improvements and to allocate $400K in funding as a portion of the local match at the time of award of the SS4A Grant. Motion was seconded by Councilmember Hebert and passed 7-0.

F. Announcements

1) All City of Destin facilities will be closed on Thursday, June 19th, in observance of the Juneteenth federal holiday.

2) Individuals required to file Form 1, Nondisclosure Statement, must submit it no later than July 1st

The next item discussed was agenda item 5E

5. PUBLIC HEARINGS

A. First reading of Ordinance 25-03-PC - Providing for the adoption of a small-scale amendment to the Comprehensive Plan Future Land Use Map to include a change in Future Land Use Designation of 3 parcels of real properly located within a portion of the area of Beach Drive to Benning Drive consisting of approximately 8.53 acres, from Medium Density Residential - Village (MDR-V) to Recreation (REC).

The City Attorney read proposed Ordinance 25-03-PC by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF 3 PARCELS OF REAL PROPERTY LOCATED WITHIN A PORTION OF THE AREA OF BEACH DRIVE TO BENNING DRIVE, AS MORE PARTICULARLY DESCRIBED AND

DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 8.53 ACRES, FROM MEDIUM DENSITY RESIDENTIAL - VILLAGE (MDR-V) TO RECREATION (REC); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Motion by Councilmember Bagby, seconded by Councilmember Trammell, to approve Ordinance 25-03-PC on first reading passed 6-0. Councilmember Hebert was not present during the voting.

B. First Reading of Proposed Ordinances 25-04-LC – Rezone from Medium Density Residential-Village (MDR-V) to Recreation (REC)

The City Attorney read proposed Ordinance 25-04-LC by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF 3 PARCELS OF REAL PROPERTY LOCATED WITHIN A PORTION OF THE AREA OF BEACH DRIVE TO BENNING DRIVE, AS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 8.53 ACRES, FROM MEDIUM DENSITY RESIDENTIAL-VILLAGE (MDR-V) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Motion by Councilmember Geile, seconded by Councilmember Trammell, to approve Ordinance 25-04-LC on first reading passed 6-0. Councilmember Hebert was not present during the voting.

C. First Reading of Ordinance 24-17-CC Property Maintenance Code - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

The City Attorney read proposed Ordinance 24-17-CC by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE 5, "PROPERTY MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Councilmember Braden made a motion to approve Ordinance 24-17-CC on first reading, seconded by Councilmember Geile.

Councilmember Destin offered a substitute motion to assign the responsibility to the City Manager or the City Manager's designee to act at the request of the Building Official with an appeal process to the City Council; with an exception for imminent threats to public health and safety, where the City Manager can take immediate action at the request of the Building Official and report the action taken to the City Council at the next regularly scheduled council meeting. Motion was seconded by Councilmember Bagby. Motion passed 6-0. Councilmember Hebert was not present during the voting.

D. First reading of Ordinance 25-10-LC - Permitting decks to encroach up to five feet into rear setbacks for townhomes that are not waterfront within the High Density Residential (HDR) zoning district.

The City Attorney read proposed Ordinance 25-10-LC by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REDUCING CERTAIN SETBACKS FOR TOWNHOMES WITHIN THE HIGH DENSITY RESIDENTIAL ("HDR") ZONING DISTRICT; AMENDING TABLE 7-3 "TABLE OF DIMENSIONAL REGULATIONS"; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Councilmember Destin moved to approve Ordinance 25-10-LC on first reading and bring it back for second reading to include the definition of "decks." Councilmember Bagby seconded

the motion, which passed 5-1, with Councilmember Braden dissenting. Councilmember Hebert was not present during the voting.

E. DEV-001609-2025 - A public, quasi-judicial hearing regarding the submittal of a Minor Development Order for an existing commercial marine construction project at 288 and 302 Harbor Boulevard (Parcel ID: 00-2S-22-0630-0000-07E2 & 00-2S-22-0630-0000-07D1). The application includes the reclassification/reassignment of allowable occupancy of the existing boat slips. There is no proposed construction as part of this application.

The City Attorney initiated the quasi-judicial hearing by confirming whether each councilmember and the mayor had any ex-parté communications regarding the minor development order application for 288 and 302 Harbor Boulevard.

- Councilmember Schmidt acknowledged discussions with Destin citizens, business owners, and past conversations with the property owners but stated it would not impact his decision.
- Councilmember Guile discussed the matter with a citizen and a business owner about literature partly submitted but said it wouldn't affect his judgment.
- Mayor Wagner confirmed visiting the docks with the applicant, their lawyers, and others. He also spoke with harbor business owners but affirmed neutrality.
- Councilmember Hebert conversed with citizens, business owners, and charter fishermen and listened to a prior council meeting. Despite many interactions, she expressed impartiality.
- Councilmember Bagby had no conversations but reviewed a past council meeting on YouTube.
- Councilmember Destin heard from several citizens but committed to basing his decision on the presented evidence.
- Councilmember Trammell watched the prior meeting and contacted Harbor CRA Chair John Stephens to inform him of the hearing's relevance.
- Councilmember Braden spoke to one of the applicants about transit slips before knowing about the development order. He stated confidence in rendering a fair decision.

The City Attorney formally entered into the record the following documents with no objections from the applicant and the applicant's counsel:

1. Staff Report and Attachments from the council agenda.
2. City of Destin Building Permits:
    - #1903145 for 302 Harbor Boulevard.
    - #1903146 for 288 Harbor Boulevard.
3. Permit Conditions dated January 24, 2009.
4. Correspondence dated December 18, 2019, from the Community Development Department to Claude Perry about net positive environmental benefits.
5. October 31, 2019, Permit Application and related correspondence between Douglas Matthews and Lewis Sanguz.
6. Two documents titled "Figure 4 – Proposed Site Plan for Perry Docking Facility" (for both 288 and 302 Harbor Boulevard), dated January 2018.

The applicant's attorney, Dana Matthews, confirmed no objections to these documents being included.

The City Attorney swore in the following individuals for testimony:

- Principal Planner Daniel Butler
- Kimberley Mergler

Principal Planner Daniel Butler explained that the application under review involves a proposed reclassification of the slip designations at an existing commercial dock located at 288 and 302 Harbor Boulevard. He clarified that no physical construction is proposed as part of the development order; the request is solely to adjust the designation and usage of the existing boat slips. The current configuration of the dock—approved by the City Council on January 7, 2019—included 18 commercial slips, 21 transient slips, and one water taxi slip. The applicant now seeks to revise this allocation to include 29 commercial slips, six transient slips, one water taxi slip, and six fueling slips.

Mr. Butler highlighted that this proposed change would result in a reduction of 15 transient slips, an increase of 11 commercial slips, and the addition of six fueling slips. These details were outlined in the staff report submitted to the council. He then referenced the applicable regulations in place at the time of the original 2019 approval. Specifically, Land Development Code (LDC) section 11.05.01(N) limited slip density to one slip per eight linear feet of waterfront. Given that the site contains approximately 260 feet of waterfront, this would permit about 32.5 slips under that provision. However, the project was granted an exemption to that rule under section 11.05.09(B)(5) of the LDC, which applied to properties in the South Harbor Mixed Use zoning district operating under Tier 1 or Tier 2 development standards.

Mr. Butler continued that to qualify for this exemption, projects were required to meet five criteria. The applicant met four of the five criteria, with the fifth being only partially satisfied. The fifth criterion required that at least 10% of the total slips be reserved for ferry-carrying vessels and another 10% for transient boats open to the public, in an effort to promote non-automotive travel. Furthermore, at least half of the transient slips were to be made available to non-rental users. Although the applicant did not meet the ferry slip requirement, they offered a public benefit by providing 21 transient slips available on a first-come, first-served basis to the public. The council accepted this substitute benefit and approved the original application on that basis.

Mr. Butler also noted that the LDC provision allowing for this type of exemption was repealed in February 2020, and is no longer part of the city's code. He emphasized that the reduction of transient slips under the current proposal would significantly diminish the original public benefit, which had been a critical factor in the 2019 approval. He concluded by confirming that staff had prepared a video recording of the 2019 council meeting for reference.

<u>Brief summary of the video snippet from the January 7, 2019, Destin City Council meeting</u>.

At the January 7, 2019 Destin City Council meeting, the council considered two marine construction applications—item 5E for 288D Harbor Boulevard and item 5F for 302 Harbor Boulevard—submitted by Perry Enterprises. Although the docks pertain to separate upland parcels, they are adjacent and connected by a proposed boardwalk, prompting the items to be presented simultaneously, though voted on separately. Engineer Matt Trammell of Taylor Engineering, representing Perry Enterprises, explained that both applications largely complied with the land development code but fell slightly short of the exemption requirements. Specifically, one parcel was short two fare-carrying vessel slips and the other was short one. Instead of adding more commercial slips, Mr. Perry proposed increasing public access by designating 21 of the 40 total slips as public transient slips, a notable increase from the nine currently available. Mr. Trammell

also noted that only one water taxi slip was being proposed between the parcels, rather than two redundant ones, and stated that the Harbor Board had unanimously approved the project in December.

City Attorney Kyle Baumann clarified that while the two docks appear to function as a single structure, they are legally distinct parcels with separate submerged land leases and permits, and thus require separate motions. He also addressed the ambiguity surrounding the definition of "fare carrying vessel." Although the term appears in the city's comprehensive plan, it is not currently defined in the Land Development Code (LDC). He recommended amending the LDC to include a consistent definition to avoid confusion in future permitting.

During public comment, resident Marcie Bell expressed support for the project, citing the benefit of increased public access. She raised a concern about the management of transient slips during busy periods, asking how slip availability would be coordinated if demand exceeded capacity. Drawing from her experience at AJ's in the 1990s, she recommended a system similar to that used by Marina Café, where dock usage is managed by on-site personnel. Council members agreed that the project provides a meaningful public benefit and commended the applicant for prioritizing public use over commercial gain.

The council proceeded to approve both applications unanimously, emphasizing that the city was exercising its police powers in a manner that maximizes public benefit. There was consensus that clearer definitions within the LDC would be beneficial, and the issue of fare carrying vessel terminology was noted for future agenda consideration.

The Principal Planner was asked by the City Attorney to read the City of Destin's definition of public transient slips and to explain the process for making changes to a development permit after issuance. Mr. Butler read that the city defines a transient slip as a boat slip reserved for the general public on a first-come, first-serve basis to promote non-automotive travel. Non-rental transient slips cannot have a rental fee and may only be used for up to six hours. In contrast, short-term rental transient slips may have a rental fee, but the slip may only be occupied for up to seven days. Regarding permit modifications, Mr. Butler cited Land Development Code section 2.11.00, which makes it unlawful to deviate from the terms and conditions of a development order or construction permit without first obtaining an approved modification from the city. Minor field changes are allowed under building and safety codes, but even these must be made available for city inspection.

Following this, Attorney Dana Matthews, representing the applicants—the Perry family and their associated trusts and LLCs—gave an extensive presentation. He introduced the client team, submitted a memo and appendix as evidence, and confirmed through affidavit that the facts were accurate to the best knowledge of Ms. Kimberly Mergler, an authorized representative. Attorney Matthews explained that the applicants are seeking an amendment to a previously issued development order for docks on Harbor Boulevard, but not for new construction. Instead, they aim to clarify and reassign the usage of existing slips. He offered a historical overview, noting that docks have existed at the site for decades, and that submerged lands under portions of the property are privately owned under the Butler Act. He emphasized the lengthy permitting history involving the Army Corps of Engineers and the Florida DEP prior to receiving city approval in 2019. He contested the city's statement that the property had 260 linear feet of shoreline, claiming instead that surveys show 282.7 feet, entitling the Perrys to 35 slips as a matter of right under the city's then-applicable land development code.

Attorney Matthews noted inconsistencies and lack of clarity in the original permits regarding slip designation—specifically, no distinctions were made between rental and non-rental

transient slips. He emphasized that neither the city nor state codes consistently define “public transient” slips and asserted that the applicants have never charged the public to use unoccupied slips. He explained that the new plan proposes no increase in the number of slips or dock dimensions but offers clarified designations: six fueling/ship store access slips, six non-rental public transient slips with a three-hour time limit (free to the public for the first three years), and commercial fare-carrying vessel slips rented to tenants. He noted that no livery vessels (pontoon rentals) are permitted and all vessels must be captained. The applicant also commits to managing dock activity responsibly and ensuring access to the broader boardwalk.

Attorney Matthews argued that under the current city code, which no longer requires transient slips (a provision repealed in 2020), the applicants are exceeding current expectations by offering more transient slips than required. He also discussed annual DEP reporting requirements, the use of slips as categorized by the DEP (temporary, transient, public, private), and how these classifications further complicate matters when compared with city definitions. The proposal also includes clearly marked signage to avoid confusion and an offer of $60,000 to the city's net positive benefit fund to address earlier undercollection of fees. He stated that the applicants' intent is to manage their docks in a way that supports tenants, the public, and the city's economic and recreational goals, while also reducing liability and misuse of their private property. He concluded by asserting that the proposal is consistent with city code, enhances public access, and is fair and balanced.

Following Attorney Matthews’ presentation, the City Attorney asked the Principal Planner whether the city’s Land Development Code defines “fare carrying vessel,” referencing Attorney Matthews’ earlier claim that it did not. Mr. Butler confirmed that the LDC does include a definition: fare carrying vessels are those used for activities available to the public for hire, such as party fishing, sightseeing (including dolphin, sunset, or dinner cruises), sailing, parasailing, and snorkeling or diving. It explicitly excludes pontoons, runabout boats, and personal watercraft. He reiterated that the city believes the property has 260 feet of shoreline based on staff review of surveys and property records. Attorney Matthews responded by reiterating that specific purpose surveys in the record support his assertion of 282.7 feet.

When a council member noted that the DEP gross income forms provided in the packet were blank, Attorney Matthews clarified that these were included not to report income, but to illustrate how the DEP categorizes slip types—highlighting the differences between city and state expectations and the need for definitional clarity. He emphasized that the applicant’s proposal strikes a balance between public benefit, regulatory compliance, and private property rights.

The mayor opened a public hearing to receive comments for or against the application.

Alan Osborne, who identified himself as a property owner at 572 Gulf Shore Drive, strongly opposed the amendment. He accused the proceedings of being influenced by misleading arguments and stressed that the original deal between the city and the applicant included provisions for public slips that were intended to remain accessible to the community. He warned the council that reversing such commitments would set a dangerous precedent, potentially unraveling other agreements made by previous councils. He also emphasized that the harbor’s condition has deteriorated and further commercial expansion would hurt local residents’ ability to enjoy it. He claimed the public slips have been obstructed by signs discouraging public use and urged the council to protect what limited access remains.

Jay Roberts, who identified himself as an attorney representing over 1,000 harbor-area condominium owners, praised the 2019 council and Mr. Perry for making a long-term investment in public benefit. He emphasized that Destin’s harbor is a unique and vital resource not found in

neighboring communities. He argued that without access to transient slips, many visitors—including those who arrive by boat from nearby towns—would be forced to take their business elsewhere, reducing Destin's economic vibrancy.

Emily Rogers took a firm stance against the amendment, citing statements made during the 2019 meeting where Mr. Perry's agent repeatedly emphasized that 20 public transient slips would be provided for the benefit of the community. She claimed this commitment was integral to the council's decision to waive certain city fees. She criticized the developer's attempts to recharacterize the agreement and questioned the validity of a new parking analysis that drastically reduced the parking requirements through speculative assumptions. She pointed out that real-world parking conditions already reveal significant strain, and future development would only make this worse.

John Stephens, speaking as both a resident and Chairman of the Harbor CRA Advisory Board, supported retaining the transient slips and recommended that the city negotiate easements for 288 and 302 Harbor Boulevard to extend the boardwalk. He underscored the value of public access by water and asked the council to scrutinize inconsistencies in the shared parking plan.

Joann Buisillon echoed the call to preserve water access for residents. She recalled a successful referendum where Destin voters acted to protect waterfront rights-of-way and linked that history to the current issue. She questioned the logic of giving up public slips while simultaneously spending public money to create new access points and called on the council to recommit to serving local needs.

Travis Hunt stated that a vote in favor of the amendment would be a vote against Destin residents, and another unnamed speaker raised practical concerns about the existing public slips, asking where they are located, whether they are generating rental revenue, and where that money is going. The speaker also challenged the developer's motives, asserting that if the 2019 development order held no legal weight, there would be no need to seek its amendment now.

Patrick Burke, who operates the Destin Water Taxi, did not comment directly on the amendment but requested the relocation of the water taxi slip for safety reasons. He cited increasing boat traffic and congestion, particularly from inexperienced boaters, as justification for moving his designated spot to a less hazardous part of the dock.

Adrienne Alderman, highlighted the intent behind the original 2019 agreement, noting repeated references to public benefit in both the applicant's presentation and council discussions. She opposed the concept of setting a three-year limit on the slip availability, calling it a "farce," and encouraged the council to establish clearer, enforceable standards for future harbor developments. She framed the issue as a matter of honoring both past commitments and the city's long-term vision for public waterfront use.

Gene Eisenmann, the final speaker, refuted the developer's assertion that only six-pack vessels (carrying six passengers or fewer) operate at the marina. He noted that multiple vessels, including inspected charter and livery boats, operate from the property, indicating that the scale of commercial activity may be larger than represented.

Following the public comments, Attorney Matthews offered rebuttals to several of the speakers. He questioned Alan Osborne's credibility by stating that Osborne has a homestead in Walton County and only recently became involved in Destin affairs, citing his recent run for sheriff using a Walton County address. He noted that many of the condo owners represented by Jay Roberts likely have private slips of their own and thus do not depend on public ones. In response to

Emily Rogers, he denied that Mr. Perry avoided paying required fees and referenced documentation that allegedly proves payment. Attorney Matthews also argued that no formal developer's agreement existed between Mr. Perry and the city—only a permit approval—therefore no binding obligation for perpetual public access could be inferred.

Attorney Matthews also emphasized that while public access to water is important, it must be secured through legal means such as eminent domain or voluntary public marina construction by the city. He contended that the city cannot legally compel permanent public benefits from private landowners without a formalized and recorded developer's agreement. Addressing Patrick Burke's concerns, he expressed openness to relocating the taxi slip, pending clarification of the request. He concluded by stating that the 2019 discussion acknowledged that boat slips might not be free and that the city has other, more appropriate avenues for securing long-term public access.

At this time, the mayor turned the matter over to the city council for their discussion and consideration of the request from the applicant.

Councilmember Geile noted that he tracked the number of public comments opposing the item, noting the distinction between residents and non-residents. stressing that council approval in 2019 was contingent on slips being public.

Councilmember Geile moved to deny the application as presented, seconded by Councilmember Braden

Councilmember Braden reiterated that in 2019, council approval was clearly based on public transit slips being offered as a public benefit. He emphasized his own boating experience to justify his understanding of what constitutes a public slip and criticized what he saw as manipulation of parking requirements.

Councilmember Hebert recalled attending the 2019 meeting as a citizen and confirmed that the public slips were explicitly presented as a public benefit at that time. She criticized the idea of the city having to buy additional slips with taxpayer money when 21 were already promised.

Mayor Wagner emphasized that the public slips were a condition of the original 2019 approval, criticizing the need for a lengthy explanation if the facts were clear. He found the evidence insufficient to overturn the previous understanding and expressed his nonsupport for the requested amendment.

Councilmember Destin acknowledged that while questions raised by the applicant about liability and repair obligations were valid, the lack of a development agreement was a failure. However, based on the record and understanding from 2019, he could not support removing public access to the slips without a legal mandate.

Councilmember Schmidt questioned discrepancies in submitted forms and challenged the applicant's claims about slip usage. He emphasized that representations made in 2019 clearly framed the slips as a public benefit.

Councilmember Bagby outlined that the applicant received a financial break in exchange for the slips, paying only $10,000 instead of $119,000 in environmental fees. He stressed that the value given by the city came in return for public slip access and noted the lack of a development agreement was unfortunate but not grounds for approval. He echoed the sentiment that public trust and the original terms should be upheld.

Councilmember Trammell emphasized that she, along with two other councilmembers, had already spent extensive time negotiating easement contracts with Mr. Matthews. She noted that while some elements might be missing in the current proposal, she believed it was time to re-engage in negotiations. She concluded by stating her intent to deny the application based on what was presented.

Attorney Matthews requested a 30-day continuance to meet with staff and formulate a potentially more acceptable proposal and maintain the existing conditions on the dock during this period (e.g., public use of transient slips without charge). He also request a 30-day delay of the upcoming Code Compliance Hearing (Special Magistrate hearing) so that all matters could be addressed simultaneously.

Councilmember Braden firmly opposed the continuance, arguing that the council—not staff—makes decisions on such matters. The hearing was judicial in nature, and misinformation had been presented during the proceedings. He had no intention of allowing more time for revisions, as the public deserved resolution.

Councilmember Geile rejected the request, stating that after six years, there was still confusion over the term "public transient slip," and he doubted that would change in 30 days. He strongly opposed delaying action another 30 days, claiming the applicant had years to understand the public slip requirements.

Councilmember Schmidt also opposed the extension. He cited previous attempts by the City Attorney to facilitate changes which were not accepted, and noted the proposal before them was still unchanged.

Councilmember Hebert reiterated prior comments that they had clearly expressed their expectations years ago. She insisted that 21 public slips should be made available immediately and would not support any delay.

Councilmember Bagby inquired about procedural consequences.

The City Attorney clarified that if the application were denied, the applicant could not return for one year; and that denial would move the process toward a compliance hearing. The next step would be the Special Magistrate (code compliance) hearing, where it would be determined if the applicant has come into compliance. Without council approval for modifications, the applicant would likely be found not in compliance, as they would be failing to meet the conditions set in the 2019 permit. If the applicant were found not in compliance, the magistrate could impose a lien.

Councilmember Destin noted a point of order, clarifying that the motion on the floor was for denial, not for continuance. He stated a substitute motion would be required if they were to consider the continuance.

The motion to deny the application as presented passed 7-0.

<u>The next item discussed was agenda item 5A</u>

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

A. Councilmember Braden

B. Councilmember Trammell

Councilmember Trammell moved to rename the plan from "SRS Town Center Plan" to "SRS City Center Plan" to avoid confusion between the geographic "Town Center" and the SRS planning document. Motion was seconded by Councilmember Bagby and passed 6-0.

C. Councilmember Destin

1) RFP 25-05-PW - Disaster Debris Management Services - Award of three-year pre-positioned contract to Crowder-Gulf

Councilmember Destin moved to add Crowder-Gulf as a third-tier contractor in the city's pre-positioned Disaster Debris Management Services contract to ensure a backup capacity if the top two contractors are unavailable. Motion was seconded by Councilmember Bagby and passed 6-0.

Councilmember Destin requested placing an item under his name for the next meeting to authorize the Sheriff's Office enforcement of the beach vending prohibition. He proposed moving the prohibition language from the Land Development Code into the general code. He volunteered as legislative sponsor for the first reading of that ordinance.

Consensus achieved. No formal vote needed.

D. Councilmember Bagby

Councilmember Bagby moved to appoint Andrea Ansley to the Public Works/Safety Committee, seconded by Councilmember Trammell. Motion passed 6-0.

E. Councilmember Hebert

F. Councilmember Geile

1) Projects Status/Updates

Councilmember Geile requested that staff present options for allowing beach vending through an RFP process that would permit at least 3 vendors to apply. He expressed the desire to evaluate both sides of the vending policy issue.

City Attorney's Clarification:

- The request by Councilmember Geile conflicts with Councilmember Destin's proposed ordinance.
- Recommended including the RFP and policy options in the staff report accompanying the ordinance.
- The council agreed this approach was acceptable. The ordinance can be voted on if needed, at which point the RFP options could be considered.

F. Councilmember Schmidt

Councilmember Schmidt inquired about the status of the public hearing on the bonfire on the beach topic. Staff confirmed it is tentatively scheduled for the July 7th council meeting.

Councilmember Schmidt asked for a status update on Clement Taylor Park regarding documentation submitted to the Treasury and County.

Staff confirmed all necessary materials had been submitted and are awaiting a response.

Councilmember Schmidt requested staff follow up this week for confirmation and provide the council with an update.

Councilmember Schmidt moved to reopen harborside beach access to the public and allow boats and citizens to access it, citing contractor delays and unmet deadlines. Motion seconded by Councilmember Geile.

Councilmember Bagby offered a substitute motion to direct the City Manager to press FDEP and the contractor to install a construction fence or other safety barrier at Norriego Point securing the worksite appropriately prior to the July 4th weekend and communicate to them that the city's fence will be removed by that time. Motion was seconded by Councilmember Destin and passed 4-2, with Council members Schmidt and Geile dissenting.

G. Mayor Wagner

H. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:20 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

MINUTES
WORKSHOP
DESTIN CITY COUNCIL
JULY 14, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

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

Destin City Council

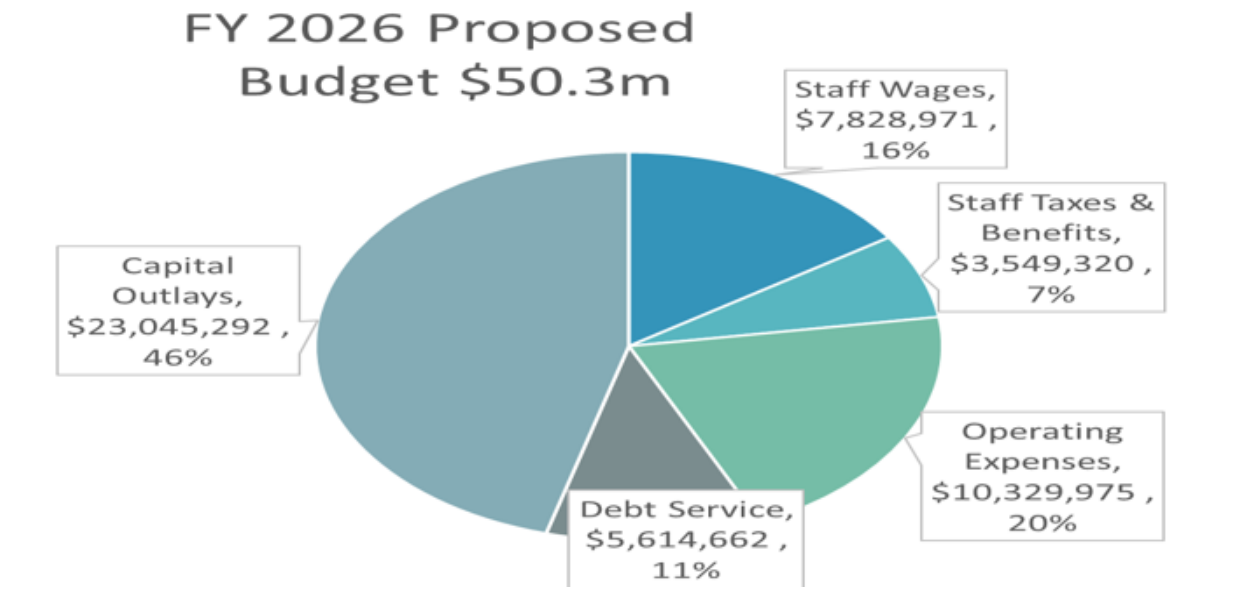
Mayor Bobby Wagner
Councilmember Kevin Schmidt
Councilmember Jim Bagby
Councilmember Sandy Trammell
Councilmember Torey Geile
Councilmember Dewey Destin
Councilmember Rodney Braden

City of Destin Staff

City Clerk Rey Bailey
Exec Asst to the City Manager Sheri Bethea
Projects/Grants/Contract Manager Jeffrey Cozadd
City Engineer Robert Tomasek
Deputy Parks and Rec Director Ryan Reed
Special Project Attorney Kyle Baumann
Finance Director Krystal Strickland
Parks and Recreation Director Lisa Firth
IT Director Andy Peters
Library Director Wen Livingston
Public Works Director Michael Burgess
HR Director Jaime Haynes

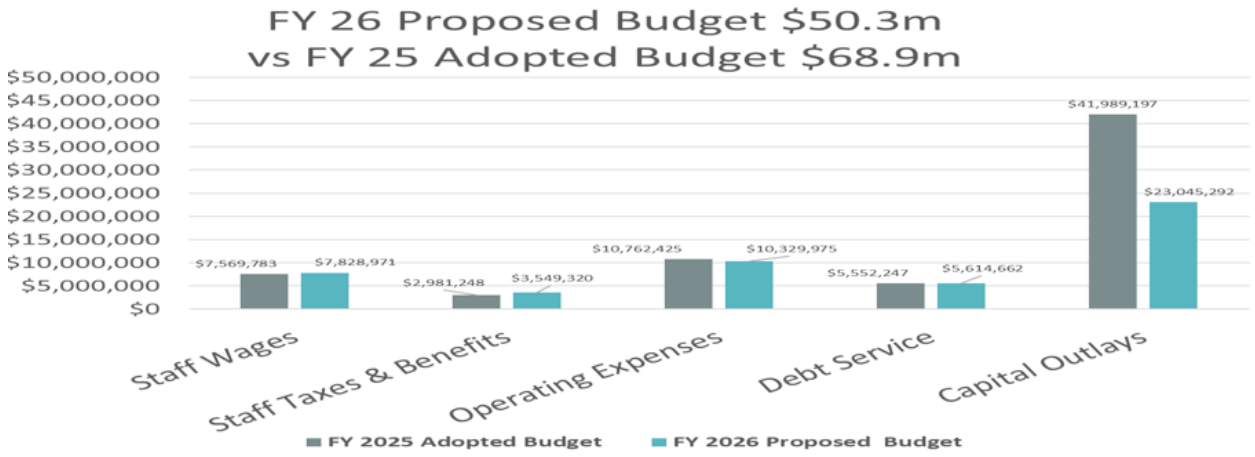
WORKSHOP

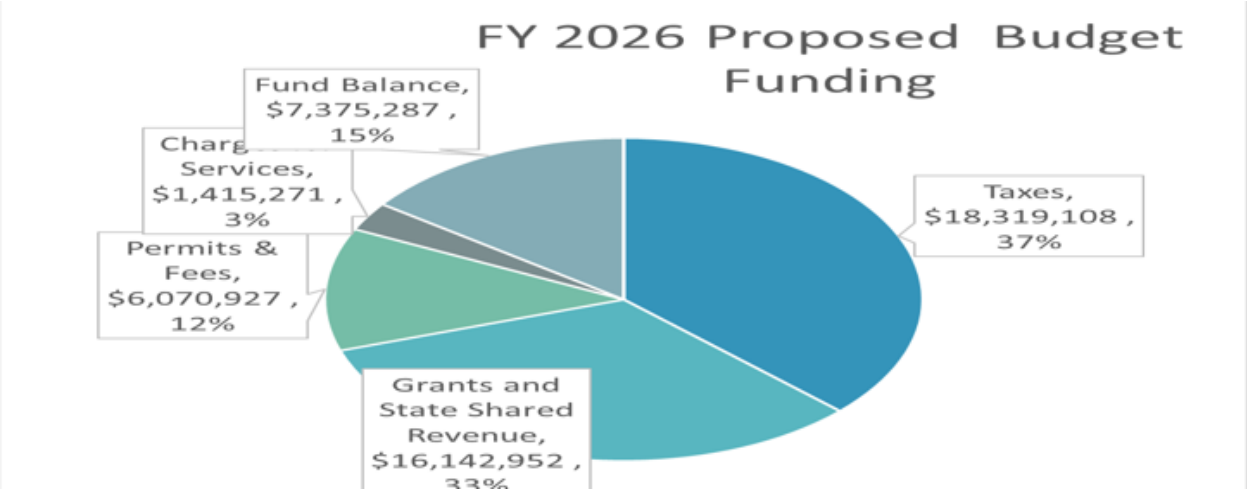
A. Fiscal Year 2026 Budget Cycle



2026 Budget Highlights

- Ad Valorem taxable values rose 5%
- Staff Taxes & Benefits – 19% Increase
- Operating Expenses – *Decreased* 4%
- Capital Improvement Program – Decreased 45% (Undergrounding, Xtown)
    1. CIP = Grant-Funded &/or Contract
    2. Renew/Replace = as per Resolution





last updated: 7/11/2025 7:47 AM						
ALL FUNDS	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Budget	FY 2025 Projection	FY 2026 Proposed	FY 2027 Projection
10 Taxes	14,309,803	16,227,087	18,735,232	17,509,734	18,319,108	18,760,236
11 Intergovermental Revenue	17,655,465	6,418,348	16,873,438	6,017,986	16,142,952	6,048,490
12 Permits, Fees, & Special Assessments	5,935,313	5,477,266	5,586,775	4,684,568	6,070,927	5,683,645
13 Charges For Services	1,488,332	1,645,874	1,270,200	1,004,037	1,415,271	1,297,695
14 Judgements, Fines, & Forfeits	107,889	95,484	104,001	38,225	63,000	72,603
15 Miscellaneous Revenues	711,828	2,406,423	971,852	2,450,727	998,675	764,640
16 Other Sources	7,364,524	121,461	25,166,720	25,000,000	-	-
17 Transfers In	4,268,705	6,163,646	21,918,789	18,519,002	8,932,838	9,400,734
ALL FUNDS TOTAL CASH IN	**$ 51,841,859**	**$ 38,555,588**	**$ 90,627,008**	**$ 75,224,279**	**$ 51,942,771**	**$ 42,028,044**
20 Personnel Services	5,232,060	6,457,343	7,569,783	5,821,505	7,828,971	8,063,840
21 Personnel Taxes & Benefits	1,895,052	2,598,245	2,981,248	2,300,560	3,549,320	3,655,800
22 Operating Expenses	6,939,706	7,268,275	10,762,425	9,217,996	10,329,975	9,592,941
23 Grants And Aids	16,752	14,452	16,900	10,526	17,000	17,510
24 Debt Service	3,556,874	3,488,857	5,552,247	5,446,963	5,614,662	5,608,032
25 Capital Outlay	20,890,887	15,654,494	41,989,197	22,604,388	24,066,192	5,487,407
26 Transfers Out	4,268,705	6,163,646	21,758,789	18,469,858	8,932,838	9,400,734
ALL FUNDS TOTAL CASH OUT	**$ 42,800,035**	**$ 41,645,311**	**$ 90,630,590**	**$ 63,871,796**	**$ 60,338,958**	**$ 41,826,265**
NET CHANGE	**9,041,824**	**(3,089,723)**	**(3,582)**	**11,352,483**	**(8,396,187)**	**201,779**
BEGINNING FUND BALANCE	**38,771,830**	**47,813,654**	**44,723,931**	**44,723,931**	**56,076,414**	**47,680,227**
ENDING FUND BALANCE	**47,813,654**	**44,723,931**	**44,720,349**	**56,076,414**	**47,680,227**	**47,882,006**

2026 Budget Highlights

- Proposing to use $7.3m of fund balance to balance the FY 2026 Budget
  - $2.1m General Fund ($2m to RR)
  - $5.2m Capital Project Funds

  Capital Improvement Program:

  Council Motions, Resolutions, Grant Matching funds, and Restricted Use funds

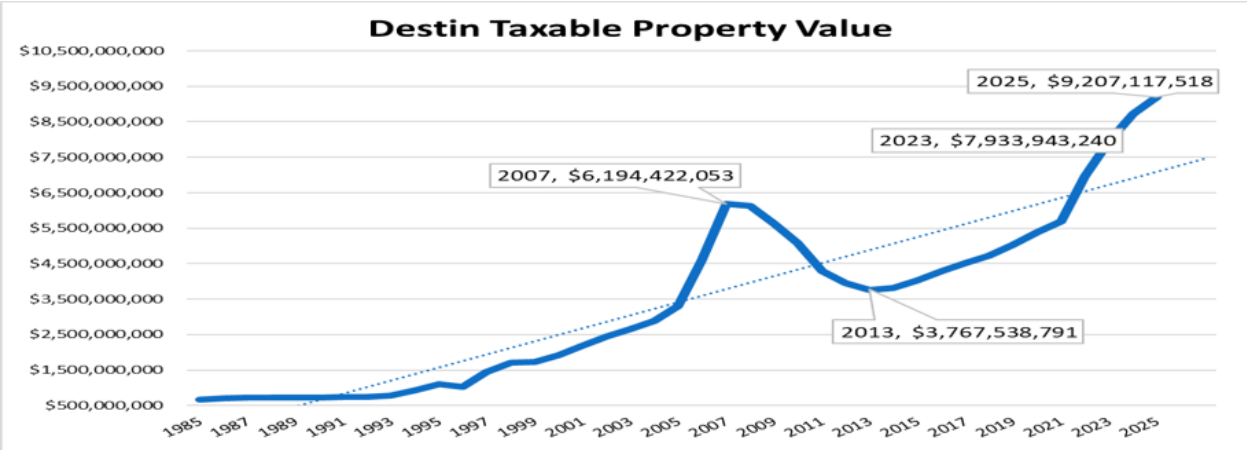
FY 2026 PROPOSED CAPITAL IMPROVEMENTS BY FUNDING SOURCE	
FY 2026	(Multiple Items)
Row Labels	**Sum of FY 2026**
2024 Bond Capital Project Fund	2,527,607
Capital Grant Fund	9,973,774
Electric Franchise For Undergrounding	150,000
Gas Tax#2 Fund	700,000
General Fund	898,025
Library Impact Fees	250,000
Okaloosa Half-Penny Fund	900,000
Renewal & Replacement Fund	6,074,886
Transportation Impact Fee Fund	1,571,000
Grand Total	**23,045,292**

FY 2026 PROPOSED CAPITAL IMPROVEMENTS BY FUNDING SOURCE

Row Labels	Sum of FY 2026
2024 Bond Capital Project Fund	**2,527,607**
100018Cross Town Connector– Construction	2,527,607
Capital Grant Fund	**9,973,774**
4-Prong Lake Stormwater	1
Grant 500014 4-Prong Lake Stormwater	1,000,000
Grant 500015 State-FDEP-Pickleball Court Construct	50,000
Grant 500025 BOCC - Crystal Beach Park (CM001)	1,488,965
Grant 500026 BOCC - Tarpon Beach Park (CM002)	1,197,000
Grant 500028 BOCC-CrossTown Construction	3,300,000
Grant 500029 TDC 12.5% - Crystal Beach Park (CM00	440,808
Grant 500038 TDC 12.5% - Tarpon Beach Park (CM00	1,197,000
Grant 500TBD TDC 12.5% - Pickleball Courts	300,000
State-FDEP-Mattie Kelly Pier Outfall	1,000,000
Electric Franchise For Undergrounding	**150,000**
100064 Utility Undergrounding	150,000
Gas Tax#2 Fund	**700,000**
100018 Cross Town Connector– Construction	700,000

FY 2026 PROPOSED CAPITAL IMPROVEMENTS BY FUNDING SOURCE

Row Labels	Sum of FY 2026
General Fund	**898,025**
100023 HURRC-Hurricane Response	100,000
100029 Collection Development Budget	65,925
100031 NORG2-Norriego Point Park Development	234,000
100038 RC127-Pickleball Courts	375,000
100040 RC132-Morgan - Batting Cage	98,100
John Deere Gator Public Works Irrigation, Signs, Sic	25,000
Library Impact Fees	**250,000**
100028 LB002-Library Expansion	250,000
Okaloosa Half-Penny Fund	**900,000**
100058 Mattie Kelly Pier Outfall	200,000
100059 4-Prong Lake Stormwater	600,000
100063 Public Works & Safety Committee	100,000
Renewal & Replacement Fund	**6,074,886**
100043 General Government Renewals	16,000
100046 Roadway Renewal	5,015,420
100047 Library Renewal	140,316
100049 Recreation Facility Renewals	903,150
Transportation Impact Fee Fund	**1,571,000**
100018 Cross Town Connector– Construction	1,571,000
Grand Total	**23,045,292**



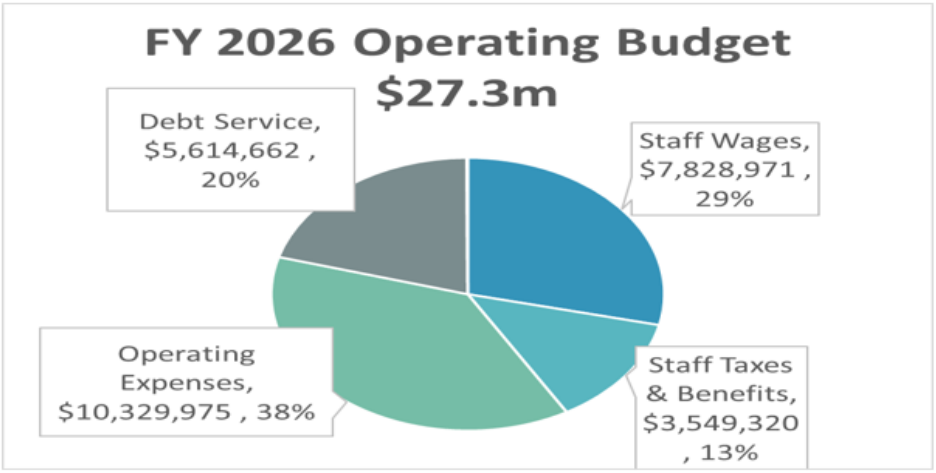
Parcel Use	Count	07/01/2025 Taxable Value	Ad Valorem @ 1.615 x 96%	Avg Taxes per Parcel	% of Total Taxes
Homesteaded	3,667	$ 1,289,084,091	$ 1,998,595.97	$ 545	14%
Other Residential	10,524	6,858,497,263	10,633,414	1,010	76%
Non Residential	1,988	933,232,600	1,446,884	728	10%
	16,179	$ 9,080,813,954	$ 14,078,894	$ 2,283	100%
		LESS: 1% Allowance for Delinquencies	146,655		
		Estimated Proceeds from Levy	$ 13,932,239		
		General Fund	$ 12,647,220		
		Town Center CRA	674,157		
		Harbor CRA	610,862		
			$ 13,932,239		

Retirement

PERSONNEL	FRS	ThriftPlan	$ variance	% variance
Wages	$ 7,828,971	$ 7,828,971	$ -	0%
FICA (medicare, social security)	594,234	146,021	448,214	307%
Retirement	1,232,851	970,971	261,880	27%
Insurance (health, dental, disability, workers comp, life...)	1,686,663	1,686,663	-	0%
TOTAL	$ 11,342,719	$ 10,632,625	$ 710,093	7%

*Florida Retirement System –13.63% FRS + 6.2% Social Security (19.83%)
1 year vest "investment plan"//8 years vest "pension plan"

*Thrift Plan – 7.5% base + 5% match (12.5%) Require 1000 work hours
7.5% no vesting schedule (in lieu of SS)//match on 7-year vesting plan



Account Character Name	FY 2025 Adopted Operating Budget	FY 2026 Proposed Operating Budget	FY26-FY25	% change
Staff Wages	$ 7,569,783	$ 7,828,971	$ 259,187	3%
Staff Taxes & Benefits	2,981,248	3,549,320	568,072	19%
Operating Expenses	10,762,425	10,329,975	(432,450)	-4%
Debt Service	5,552,247	5,614,662	62,415	1%
Grants And Aids	16,900	17,000	100	1%
	$ 26,882,604	$ 27,339,928	$ 457,324	2%

Next Steps:

July 21: Council Adopts Tentative Millage Rate

July 25 – 31: Detailed Budget Briefings

August 11: Optional Budget Workshop#3

September 3 & 15: Budget Hearings

DISCUSSION

The Finance Director presented a comprehensive overview of the City of Destin's proposed $50.3 million budget. The presentation highlighted two primary areas of focus. First, the city will be drawing $7.3 million from its fund balance, primarily to fund capital improvement projects that are already under contractual or council-mandated commitments. Second, the city is considering transitioning its staff retirement system from the current thrift plan to the Florida Retirement System (FRS). This proposed change, intended to improve staff retention and attract experienced municipal employees, is expected to increase personnel costs by approximately 7% annually. Although this is a significant recurring expense, the Finance Director emphasized that it was a worst-case scenario and that not all staff may opt into FRS immediately.

The capital improvement program (CIP) shows a 45% decrease from the previous year due to the near completion of large projects like utility undergrounding and stormwater infrastructure. Notable capital projects for FY2026 include the Cross-Town Connector, improvements at Crystal and Tarpon beaches, Matty Kelly Pier outfall funded by state appropriation, and ongoing stormwater projects like the Four Prong Lake restoration. There are also allocations for park upgrades, library expansion planning, and funding for renewal and replacement per a resolution passed two years prior.

Councilmember Schmidt inquired about the CRA funds, asking whether the Harbor and Town Center CRAs still had encumbrances from past debt obligations. The Finance Director confirmed that Harbor CRA's funds are entirely committed to debt service, mainly for undergrounding and the purchase of One Harbor Boulevard and are projected to hold only $39,000 in fund balance by 2027. In contrast, the Town Center CRA has seen a significant recovery in property values and is expected to have a $2.8 million fund balance by 2027. The Town Center's key project is a linear multi-use trail, pending easement and grant funding.

Councilmember Braden raised concerns about funding stormwater improvements in the gated community of Destiny. The Finance Director, along with others, clarified that Four Prong Lake serves a regional stormwater function. Historic drainage patterns and road expansions by FDOT redirected significant runoff into the lake, which used to be a coastal dune lake. The city's $600,000 investment, funded through the restricted half-penny sales tax, is part of a broader $3 million multi-agency restoration effort that includes contributions from the state and county. Councilmember Braden's concern stemmed from the impression that city funds were being used for private benefit, but the explanation clarified the broader public infrastructure necessity.

Councilmember Destin questioned how the city would fund the increased FRS costs annually, noting that operating cuts are not a sustainable long-term solution. The Finance Director acknowledged this concern and explained that while ad valorem revenues are projected to rise 5% annually, generating roughly $500,000 more per year—that would still fall short of covering the $700,000 increase. Additional fees, such as proposed short-term rental (STR) registration fee expansion, are being explored to fill the gap.

Council members Geile and Destin expressed support for identifying recurring revenue sources to offset FRS-related personnel costs. They focused on the STR registration program, which currently includes only 1,200 single-family homes. The Finance Director projected that expanding the program to the estimated 4,000–5,000 condos could generate over $1 million annually. Councilmember Bagby further supported this idea, emphasizing that STR-related calls to law enforcement create significant burdens and that the city should capture revenue from all STR properties contributing to service demands.

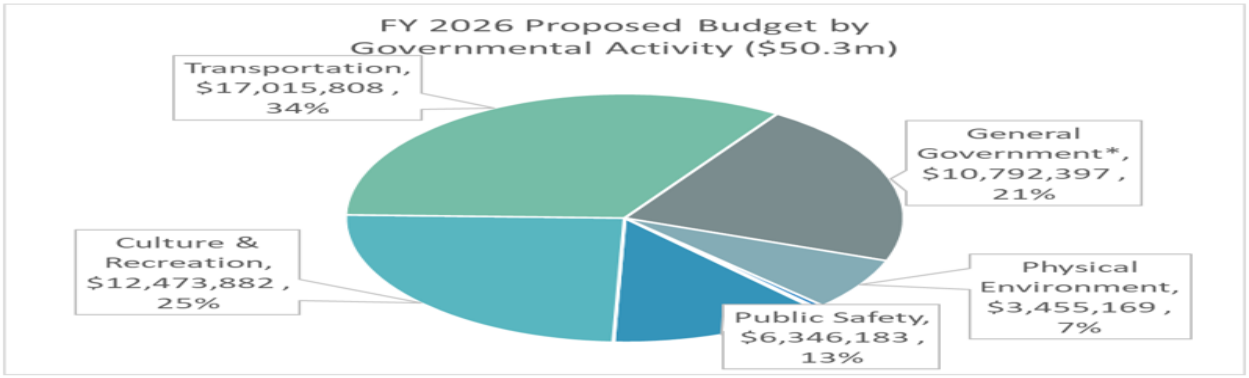
Councilmember Schmidt questioned the status of the STR registration program, stating that the council had previously agreed on the concept. The Finance Director explained that staff turnover had stalled the process and that a staff "champion" was needed to push the initiative forward. Councilmember Bagby expanded on the collection difficulties, noting that attempts to coordinate with the county clerk for data access had failed due to confidentiality concerns. However, Councilmember Bagby identified Florida Statute Section 213.05.35 as a potential solution. Under this statute, the city could leverage its Business Tax Receipt (BTR) process to

obtain rental property information from the Department of Revenue (DOR), eliminating the need for third-party vendors and streamlining fee collection.

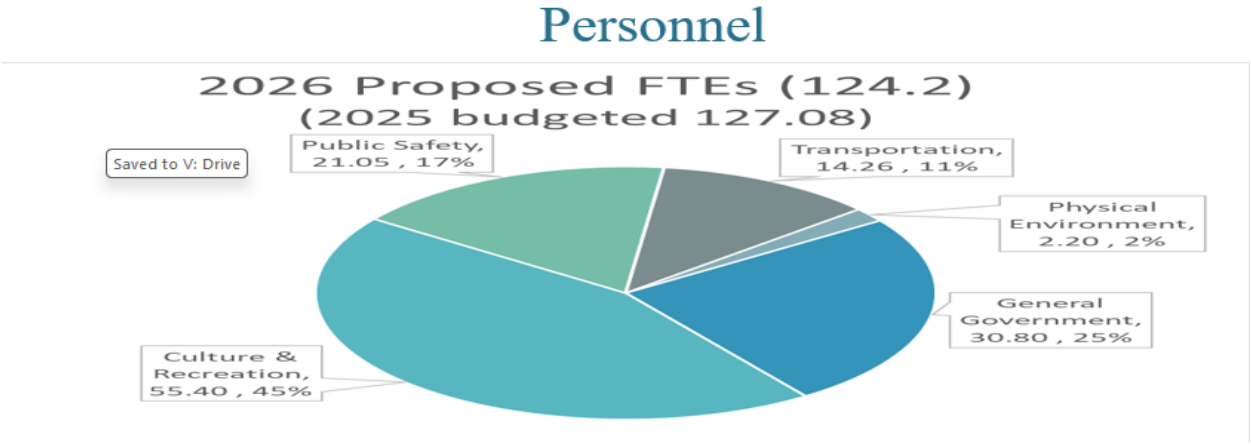
Councilmember Bagby suggested that the city prioritize implementing the STR registration program, especially given its potential to generate significant revenue without imposing additional burden on existing staff. He reiterated the value of bypassing middlemen and taking direct control of the data and billing. There was general consensus that the STR fee initiative had support and could provide a recurring funding stream for future costs, including the transition to FRS.

The Finance Director reminded the council they would be voting on adopting the tentative millage rate at the upcoming Monday meeting. The proposed rate of 1.615 mills has been consistent for the past nine years. The public hearing on the budget is scheduled for September 3rd at 6:00 PM.

A few slides from Workshop#1 for reference and other commonly asked questions (Supplemental Information)



*General Government includes $5.6m for Debt Service



Personnel

	2025 Staff Count	2026 Staff Count
Full Tme Positions	109	110
Part-Time and Season	27	27
Total Positions	136	137

Requesting 1 new position:
PW Maintenance Tech
(landscaping & irrigation)

1 FTE = 2080 labor hours

Function	2025 Budgeted FTEs	2026 Proposed FTEs
General Government	31.29	30.80
Culture & Recreation	56.84	55.40
Public Safety	20.78	21.05
Transportation	14.47	14.26
Economic Environment	1.90	0.50
Physical Environment	1.80	2.20
TOTAL FTEs	**127.08**	**124.20**

	FY 2026 Projected Tax Revenues
Current Ad Valorem Taxes	$ 13,583,991
Ad Valorem Int/Pen/Disc	(743,450)
Tiff Revenue - City	1,285,019
Tiff Revenue - County	2,209,970
Local Business Tax Receipt	214,268
Delinquent Local Btr	36,345
Florida League Collected Lbtr	400
Gas Tax#1	530,000
Gas Tax#2	240,000
Prior Year Ad Valorem Taxes	5,000
State Communications Services Tax	957,565
	$ 18,319,108

MEDIAN Taxable Values 07/1/2025		
Homesteaded	$	236,253
Other Residential	$	460,606
Non Residential (exemptions excluded)	$	259,695
all properties	$	375,000

The difference 1/10th of a mill creates

Property Taxable Value	1.6150 *96%	1.7150 *96%	Variance
$100,000	$155	$164.64	$9.60
$236,253	$366	$388.97	$22.68
$460,606	$714	$758.34	$44.22
$600,000	$930	$987.84	$57.60

City of Destin median ***taxable*** property value on all properites = **$360,754**

Funding to the City at the two Different Millage Rates

Taxable Value x Millage x 95% = total ad valorem collections

	1.6150	1.7150	
$9,080,813,954 =	$13,932,239 or	$14,794,916	var= $862,677

DISCUSSION

The Finance Director noted that while the additional slides above were more informational, they covered commonly asked questions. The $50 million budget was broken down by governmental activity, with a substantial portion allocated to transportation due to the city's renewal and replacement program. Culture and recreation, along with general government spending ($10.7 million, including $5.6 million for debt service), were also highlighted. She provided an explanation of FTEs (Full-Time Equivalents), which are calculated using annual labor hours divided by 2,080. While one new position was requested, overall labor hours were reduced due to improved planning with new software.

The Director also reviewed projected tax revenues, showing the makeup of the $18.3 million, including TIF funds, business tax receipts, state communication taxes, and fuel taxes. Median taxable values for homesteaded, residential, and non-residential properties were presented, with homesteaded properties having a median taxable value of $236,000. She also addressed hypothetical scenarios of increasing the millage rate, showing that an increase from 1.615 to 1.715 would bring in $862,000 and cost the average homeowner about $22 more.

On the topic of capital projects, the Finance Director described how each project in the packet included a summary with timeline, funding sources, and potential operational impacts. There was also a second page for each project detailing major milestones like RFP release dates and expected construction start times. The presentation included TRIM data certified by the property appraiser, breaking down taxable values and allocations to CRA funds. A summary of fund balances showed the effects of the proposed budget and included both operational and capital fund projections.

Councilmember Schmidt raised several points. He questioned the rollback rate and sought clarification on whether adopting it would prevent property owners from paying more in taxes. The Finance Director confirmed that the rollback rate, estimated at 1.53, would result in no tax increase for properties whose values had not changed, preserving prior year tax bills (e.g., $495).

Councilmember Schmidt asked for more detail on the $900,000 allocated for recreational renewals, particularly what made up that figure. The Finance Director stated she had printed the backup material but would email it to all council members. Councilmember Schmidt also asked for clarification on capital project listings that reference FY27. The Finance Director confirmed those were informational placeholders for future planning. Expressing concern about dipping into the fund balance by $7.3 million, Councilmember Schmidt pointed out the need to focus on finishing existing projects rather than adding new ones. The Finance Director agreed, citing limited resources and the need to keep spending minimally.

Councilmember Schmidt also commented about parks and recreation projects, specifically at the community center where water intrusion repairs remain in the budget, and about sod replacement at Morgan’s, which is also included. However, no new recreational initiatives are being added until the master plan is complete.

Mayor Wagner raised the topic of restricted or "handcuffed" funds, such as parking fees, and suggested creatively using those funds to support areas like Crystal Beach and Morgan’s. The Finance Director explained that all funds outside the general fund are restricted by law or ordinance, though council can change their use via motion or resolution.

Councilmember Destin inquired about the criteria used for renewal and replacement decisions. The Finance Director responded that these vary by asset and include factors such as age, mileage, and prior maintenance for buildings, vehicles, roads, and HVAC systems. She added that roadways are prioritized based on their function (collector or arterial) and surface condition.

Councilmember Destin expressed concern over the projected decline in general fund balances, especially with potential FEMA support reductions. The Finance Director clarified that $13 million is reserved for emergencies (one year of debt service and six months of operations),

and although the general fund is projected to dip to $24 million by 2029, the overall city fund balance should grow to $55 million due to capital fund accumulation.

Councilmember Bagby reassured that refinancing the city's debt early remains an option if interest rates drop, and that safeguards are in place to protect the city's financial stability. He voiced concern about depleting the general fund and emphasized the importance of careful planning. He also praised the streamlined budget presentation, noting it was clearer and more effective than in previous years. He requested two motions be prepared for the upcoming council meeting: one to maintain the current millage rate and another to allow employees to opt into FRS and Social Security, which he views as beneficial for retention and recruitment. He reiterated that while renewal and replacement plans include best practices and asset lifespans, the challenge lies in catching up from years of underinvestment.

Councilmember Geile asked about the cost of Henderson State Park parking passes, which the Finance Director confirmed are funded through Parks and Recreation and included in the general fund. Revenues from residents typically match the city's payments to the state for per-car usage.

Councilmember Destin asked for a list of anticipated revenue increases—such as short-term rentals or mobility fees—to help inform spending priorities.

Councilmember Schmidt proposed that median landscaping improvements on Airport Road and Main Street be considered under Town Center CRA funds. The Finance Director affirmed the idea's feasibility. Councilmember Schmidt also revisited the issue of deferred recreation projects, noting that the Parks Department had submitted $5.2 million in requests primarily focused on Morgan's Sports Center. These included sunshades and dugout upgrades, but they were omitted from the presentation due to insufficient backup documentation. The Finance Director explained that staff absences and time constraints prevented full vetting, though a prioritization plan is in development. She assured that once documentation is complete, those projects will be presented to the council.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:45 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-860

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Tamara Leigh Young, Public Information Director

DATE: July 17, 2025

SUBJECT: Heffley & Associates, Lobbyist Kelly Horton - Update

I. BACKGROUND: Kelly Horton from Heffley & Associates will provide an update on lobbyist activities on behalf of the city.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2025-847

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: July 21, 2025

SUBJECT: Lease of Dalton Threadgill Park

I. BACKGROUND: Destin Little League Inc. would like to amend the current lease between City and the Destin Little League. The changes are attached to their proposal.

II. DISCUSSION: The requests will adhere to Sec. 15-39, Destin, Fl - Code of Ordinances.

a. Commercial activity
b. Vending and peddling
c. Advertising
d. Signs

The park has 3 fields for under 12 year-old.

A. Link to Strategic Goals / Objectives: Enhanced quality of life and safety for families
A green and sustainable environment

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. PROPOSAL OF

DESTIN LITTLE LEAGUE INC_fv2

2. Destin Little League 2022 - Dalton Threadgill Park Lease 2022
3. Code of Ordinances

PROPOSAL OF DESTIN LITTLE LEAGUE INC.

Prepared by: Benjamin Parker

Dated: June 30, 2025

PROPOSAL TO CITY OF DESTIN

COMES NOW, DESTIN LITTLE LEAGUE, INC., hereafter, "LEAGUE," by and through its authorized representatives, and hereby proposes the following to the CITY OF DESTIN, hereafter, "CITY," and shall be referred to as the "PROPOSAL."

WHEREAS LEAGUE would like to amend the current lease between CITY and LEAGUE, entered into on the first day of January 2022, and most commonly referred to as "LEASE OF DALTON THREADGILL PARK," hereafter referred to as the "LEASE."

WHEREAS LEAGUE proposes the following changes to the LEASE.

Proposed Changes

a. Update exclusive use for LEAGUE. The "official season" shall be January 1st through December 31st each year, automatically renewing. This will result in there no longer being an "inactive season."
b. Increase lease term from five (5) years to twenty (20) years. With the LEAGUE's anticipated future contributions to DALTON THREADGILL PARK (hereafter, "PREMISES,") LEAGUE wishes to extend its term to protect its future investment and improvements to the PREMISES.
c. Update and properly define "use of premises" as an activity approved by LEAGUE in writing. LEAGUE proposes that it work with CITY to produce a list of pre-approved activities complying with *Sec. 15-39, Destin, Florida – Code of Ordinances*. Should a specific request fall outside the scope of the pre-approved list, such request shall be submitted to the CITY in advance for approval. A "LEAGUE activity" shall be defined as any activity approved by LEAGUE in writing, and shall comply with *Sec. 15-39, Destin, Fla. – Code of Ordinances.*
d. Upon request to LEAGUE, and provided the PREMISES is available on the requested time/date, CITY shall have use of the PREMISES.
e. Update signage provision in LEASE. LEAGUE, on behalf of sponsors and partnered organizations, shall be permitted to display signage in compliance with *Sec. 15-39, Destin, Florida – Code of Ordinances.*

WHEREAS LEAGUE anticipates contributing one hundred thousand dollars ($100,000) throughout 2025 and 2026 for field and general upgrades to the PREMISES. LEAGUE contributions will be based in part on CITY contributions. LEAGUE will participate in capital fundraising campaigns to raise money during these years.

WHEREAS LEAGUE anticipates spending an additional ten to fifteen thousand dollars ($10,000 - $15,000) annually for maintenance and improvements. Additional spending is based on needs each year and registration numbers.

NOW, THEREFORE, LEAGUE requests that CITY accept the subject Proposal for review and consideration and approve the requested amendments without delay.

Respectfully submitted,

_____

LEASE OF DALTON THREADGILL PARK

STATE OF FLORIDA
COUNTY OF OKALOOSA

This lease made effective this first day of January, 2022, by and between the CITY OF DESTIN, herein called CITY, and DESTIN LITTLE LEAGUE, INC., herein called LEAGUE.

1. PREMISES – CITY leases to LEAGUE, and LEAGUE hires from CITY, the premises known as Dalton Threadgill Park, Hickory Street, Destin, Florida, consisting of three (3) ball fields, bleachers, concession stands, restrooms, fences and light poles located on the property further described on Attachment "A" to this lease herein referred to as "premises". LEAGUE shall have exclusive use of the premises during their official season from January 1 through July 31 annually. This does not prohibit the CITY'S use of the premises if mutually agreed upon by both parties in writing. CITY shall have exclusive use of the premises, excluding the concessions building, during the LEAGUES off-season from August 1 through December 31 annually. During this timeframe the City may elect to schedule appropriate activities on the premises. This does not prohibit the LEAGUE'S use of the premises if mutually agreed upon by both parties in writing. The City Manager shall have the discretion to permit the LEAGUE's use of the premises during the inactive season. Said permission shall always be in writing.

2. TERM – The term of this lease is five (5) years, beginning January 1, 2022, and ending July 31, 2026. The City shall have the right to terminate this lease if it provides notice to the LEAGUE at least sixty (60) days prior to the start of the LEAGUE's season beginning on January 1 of each calendar year. In the event of termination, the CITY agrees to make reasonable efforts to accommodate the LEAGUE at a different venue.

3. RENT – The total rent under this lease is ten and no/100 dollars ($10.00). Receipt of which is acknowledged by CITY. The LEAGUE'S activities are such that they provide a tangible public benefit to the community which is in alignment with the CITY'S cost recovery program. In the event this lease is terminated prior to its full term, the LEAGUE will be refunded a pro-rata share of the rent paid.

4. USE OF PREMISES, GENERALLY – The premises are leased to the LEAGUE from January 1 through July 31 annually to be used as a ballpark and recreation area for officially sanctioned LEAGUE activities only. LEAGUE agrees to restrict use to such purposes and not to use or permit the use of the premises for any other purpose or by

any other entity or organization without first obtaining the consent in writing of the CITY. LEAGUE further agrees to make no unlawful, immoral or offensive use of the premises, nor to commit any waste, nor allow any nuisance to exist on the premises. LEAGUE shall comply with applicable state and local laws governing the use and occupancy of the lease premises.

5. UTILITIES – CITY shall pay all utilities, including garbage collection, furnished to the premises for the term of this lease, including any installation or hookup charges.

6. BUILDING and GROUNDS MAINTENANCE – It is expressly agreed that the appurtenances, buildings and all fixtures existing as of the date of this lease are and shall remain the sole and exclusive property of the LEAGUE. LEAGUE shall have primary responsibility for inspection, repair and maintenance of the buildings on the premises. CITY shall have secondary responsibility to inspect, repair or maintain the buildings, or any part thereof. Consequently, partial or complete destruction of the existing buildings shall have no effect upon this lease. LEAGUE agrees to groom (drag/rake) infields, line/chalk fields for league sanctioned activities and police the premises for garbage/litter/debris must clean and sanitize restrooms and concession areas throughout the LEAGUE's active season and during any LEAGUE sponsored activities taking place during the LEAGUE'S inactive season. CITY agrees to provide year-round regular repair and maintenance of the grounds inclusive of mowing, pesticide treatment, fertilization, irrigation, fences and lighting on the premises. CITY agrees to keep the premises free from garbage/litter/debris during the LEAGUE'S inactive season.

7. USE OF MORGAN SPORTS CENTER ENCOURAGED – CITY encourages the expanded use of Flounder and Grouper fields at the Morgan Sports Center by LEAGUE during the LEAGUE'S active season, in exchange for which user and concession fees will be waived. Nothing herein shall be permitted or construed in such a manner as to breach or conflict with Center concession franchises or permits in existence from time to time. League shall appoint a scheduling liaison to be the sole point of contact with the CITY with regards to reserving Flounder and/or Grouper fields. The scheduling liaison will notify the CITY of the dates and times the LEAGUE would like to reserve the fields for practices and/or games. The liaison will solely be responsible for scheduling and communicating with LEAGUE coaches as to their practice and/or game times. Individuals other than the liaison or the LEAGUE President who contact the CITY to reserve fields for LEAGUE activities will be referred to the liaison. As demands for these fields by other organizations continues to increase, the LEAGUE liaison or President will meet with CITY staff each September to estimate their needs for the upcoming LEAGUE season in January, the CITY will place a temporary hold on these fields based on these estimates. After registration is completed in January/February of each year the LEAGUE liaison will meet with the CITY staff to

refine the tentative field reservations to meet the actual needs of the LEAGUE for their season.

8. APPROVAL FOR ALTERATIONS REQUIRED - No alterations or additions of any character shall be made on or to the lease premises by LEAGUE without obtaining the prior written consent of CITY. If alterations or additions are made, they shall be made at the sole expense of LEAGUE. LEAGUE expressly holds CITY, its employees and agents, harmless for any damage or claim arising as a result of such alterations or additions.

9. DUTY TO KEEP PREMISES FREE OF LIENS AND MORTGAGES - LEAGUE shall keep all of the lease premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mortgages, mechanics', materialman's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of LEAGUE, any alteration, improvement, or repairs or additions which LEAGUE may make or permit or cause to be made, or any work or construction, by, for, or permitted by LEAGUE on or about the premises, or any obligations of any kind incurred by LEAGUE. LEAGUE shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based. LEAGUE shall provide written notice no less than 30 days in advance of the commencement of any construction, alteration, addition, improvement, or repair so CITY may post appropriate notice of CITY'S non-responsibility. LEAGUE expressly agrees to indemnify CITY for any and all loss incurred by the CITY due to LEAGUE'S failure to comply with this section.

10. IMPROVEMENTS AS PROPERTY OF CITY – The CITY may make improvements, at the expense of the CITY, in order to bring the facilities into compliance with the American's With Disabilities Act as a part of the City Capital Improvements Plan. Such improvements shall be the property of the CITY. LEAGUE will cooperate with CITY in the planning and accomplishment of such reconstruction and improvements.

11. PARTIAL DESTRUCTION OF PREMISES - If at any time during the term of this Lease the lease premises is damaged by fire, act of nature, or other cause beyond the control of LEAGUE and not due to the negligence or wrongful act of the LEAGUE, its employees or agents, and to the extent that continued use of the lease premises is unfeasible, LEAGUE may, on written notice to CITY delivered within thirty (30) days after the damage has occurred, terminate this Lease without any liability of LEAGUE to CITY. CITY shall have no duty to restore the lease premises to operative condition.

12. SIGNS; IDENTIFICATION - LEAGUE shall not erect any sign on or at the lease premises or at the exterior of the premise property without obtaining the advance written approval of CITY. At no time are political signs allowed to be displayed on the premises. CITY agrees that it will not unreasonably withhold its approval.

13. LICENSES AND PERMITS - LEAGUE shall obtain and pay for all permits or licenses that may be required for use and operation of the lease premises.

14. INSURANCE - LEAGUE shall maintain coverage for a general liability policy in an amount of not less than $1 million naming the CITY as an additional insured and certificate holder. LEAGUE'S general liability policy shall be at the sole expense of LEAGUE. Any loss or adjustment or changes in the above coverage requirements shall require the written consent of both CITY and LEAGUE. All of the policies of insurance referred to in this section shall be written in form satisfactory to CITY and by insurance companies satisfactory to CITY. LEAGUE shall pay all the applicable premiums therefore and deliver such policies or certificates thereof, to CITY. CITY shall be entitled, but shall have no obligation, to affect such insurance and pay the premiums therefore, which premiums shall be repayable to CITY by LEAGUE. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to CITY, that will give to CITY 30 days' written notice before the policy or policies in question shall be altered or canceled. CITY agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LEAGUE.

15. RIGHT OF ENTRY - At a reasonable time and under reasonable circumstances, the CITY shall have the right to enter and make an inspection of the lease premises during the LEAGUE'S active season. At a reasonable time and under reasonable circumstances, the LEAGUE shall have the right to enter and make inspection of the lease premises during the LEAGUE'S inactive season. LEAGUE shall provide City with keys required to access all facilities on the premises.

16. OPTION TO RENEW – This Lease shall be renewable for successive five (5) YEAR TERM upon mutual consent of the parties, provided LEAGUE performs all of the covenants required of it and tenders to CITY, not later than thirty (30) days before the expiration of any rental period, the rental payment for the next period. CITY agrees to notify LEAGUE of impending expiration of this lease not later than sixty (60) day prior to the expiration of any rental period.

17. INDEMNIFICATION - LEAGUE shall indemnify, defend, save, and hold CITY, its agents and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of LEAGUE'S rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the CITY.

18. SOVEREIGN IMMUNITY - Nothing contained herein is intended to nor shall be construed to waive the CITY'S rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

19. PROHIBITION OF ASSIGNMENT OR SUBLEASE - LEAGUE may not assign any right, privilege, or license conferred by this Lease; nor may LEAGUE sublet or encumber any part of the lease premises without first obtaining the written consent of CITY. LEAGUE shall not assign or transfer this Lease, or any interest herein, without prior written consent of CITY, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void.

20. CONSTRUCTION - The Parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Lease.

21. ENTIRE AGREEMENT - This Lease represents the entire and integrated Agreement between the CITY and LEAGUE and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease may be amended only by written instrument signed by both CITY and LEAGUE.

22. SEVERABILITY - If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

23. SUCCESSOR AND ASSIGNS – The provisions of this Lease shall be binding on the parties, their successors and assigns.

24. ATTORNEY'S FEES – If a party of this lease should prevail in any legal action brought to enforce it or for its breach, the parties agree that such prevailing party may recover as part of the judgment reasonable attorney's fees.

25. VENUE - The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this Lease shall be exclusively in Okaloosa County, Florida and nowhere else.

26. HEADINGS - The headings of sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

IN WITNESS WHEREOF, these parties have executed this Lease the day and year first above written.

Signed in the presence of as Witnesses to CITY

Printed Name: Sharon L. Gardner

Printed Name: Sheri Bethea

CITY OF DESTIN

By Lance Johnson
Its: City Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged, sworn to, and subscribed before me, the undersigned, by either ✓ physical presence or __ online notarization this 18th day of May, 2022, by Lance Johnson, City Manager of the City of Destin, on behalf of the CITY. He is personally known to me or has produced _____ as identification.

KIMBERLY I. MONTGOMERY
Commission # HH 208274
Expires March 5, 2026

Notary Public
My Commission Expires: 3/5/26

Kimberly I. Montgomery

ATTACHMENT A:

Dalton Threadgill Park



Street Address: 711 Hickory Street
Destin, Florida 32541

Parcel ID Numbers: 00-2S-22-0310-000D-041A
00-2S-22-0310-000D-1820

Legal Description:

Parcel 1:

Lot 375, Block D, according to the Second Revision Plat of Calhoun's Subdivision, Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Parcel 2:

A portion of Block "D" Calhouns Subdivision of Addition to Destin, Okaloosa County, Florida according to Second Revision Plat recorded in Plat Book 2 at Page 43-A described as follows: Beginning on Stahlman Avenue at Easternmost Corner of lot 375, Thence 204.25' Northwesterly with boundary of Lot 375 to Southern most corner of lot 384; Thence 300' Northeasterly with boundary of Lots 384, 385, and 386 to Easternmost corner of Lot 386; Thence 204.25' more or less Southeasterly to Stahlman Avenue; Thence 300' Southwesterly to Point of Beginning.

Parcel 3:

Lots 182, 183, and 184, Block D of Calhoun's Subdivision of Addition to Town of Destin, Okaloosa County, Florida a Plat of which is on record in the office of the Circuit Court of said County. Each of said Lots faces the East side of Sibert Avenue 100 feet and extends Southeastwardly 300 feet.

Parcel 4:

That portion of the abandoned right of way, formerly known as Sibert Avenue, as described in Okaloosa County Resolution 6F Page 75 and recorded in Official Records Book 1146 at Page 1160 of the Public Records of Okaloosa County, Florida lying Southeasterly of the center line of said Sibert Avenue.

Parcel 5:

That portion of the abandoned right of way, formerly known as Sibert Avenue, as described in City of Destin Ordinance No. 093 recorded in Official Records Book 1440, at Pag3 849-851, of the Public Records of Okaloosa county, Florida, adjacent to said Lot 182 lying Southeasterly of the center line of said Sibert Avenue, having approximate dimensions of 50 feet by 34.99 feet.

Signed in the presence of as
Witnesses to LEAGUE

Printed Name: Lisa FIRTH

Printed Name: Kimberly L. Montgomery

DESTIN LITTLE LEAGUE, INC.

By: Jason J. Alley
Its: President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged, sworn to, and subscribed before me, the undersigned, by either ✓ physical presence or ___ online notarization this 2nd day of May, 2022, by Jason J. Alley, as President of DESTIN LITTLE LEAGUE, INC., on behalf of the LEAGUE. He/She is personally known to me or has produced FL. Driver's License as identification.

Sharon L. Gentile
Notary Public
State of Florida
Comm# HH080673
Expires 1/13/2025

Notary Public
My Commission Expires: 1/13/2025

itering and boisterousness. Sleep or protractedly lounge on the seats, or benches, or other areas, or engage in lo boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior te to a breach of the public peace. Nor operate any audio device that can be heard by a person using normal hearing facilities, at a distance of one hundred (100) feet or more from the source of the sound except for equipment used l enforcement, rescue or beach safety personnel, city personnel or at city approved special events.

(g) *Interference with permittees.* Disturb or interfere unreasonably with any person or party occupying any area, or participating in any activity, under the authority of a permit.

(h) *Possession or use of glass or ceramic containers.* Possess or use any glass or ceramic container at, in or on the beaches, public parks or public recreational lands in the city.

(Ord. No. 117, § 8, 9-5-89; Ord. No. 11-13-CC, § 5, 9-19-11; Ord. No. 12-09-CN, § 7, 1-7-13)

Cross reference— Fires restricted on beaches and recreational lands, § 15-5.

Sec. 15-39. - Commercial activity, merchandising, advertising and signs.

No person in a park shall:

(a) *Commercial activity.* Engage in any commercial activity as defined in this article, unless the activity is expressly exempt from such definition. [Note: Section 15-37(g) sets out a more restrictive standard which specifically applies only to Norriego Point Park].

(1) *Permits authorized.* The city manager or designee may authorize the following commercial activity by permit at either June White Decker Park or the Shores at Crystal Beach Park, provided that such commercial activity shall be limited to twenty-five (25) or fewer persons and further provided that the time of the commercial activity shall be limited at both city parks as follows:

(i) Up to one (1) commercial wedding per day, per city park, between dawn and 12:00 noon; and

(ii) Up to one (1) commercial wedding per day, per city park, between 12:00 noon and sunset.

Nothing herein shall authorize the city to issue a permit for a commercial wedding at any other city park.

(2) Any person applying for a permit from the city pursuant to this subsection shall, at the time of filing the required application, pay a fee to the city to cover the administrative costs associated with issuing such permit. Such fee shall be established from time to time by resolution of the city council.

(b) *Vending and peddling.* Expose or offer for sale, barter, swap, trade or donation any article or thing, nor shall he station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regularly licensed concessionaire action by and under the authority and regulation of the city.

(c) *Advertising.* Announce, advertise, or call the public attention in any way to any article or service for sale or hire.

(d) *Signs.* Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.

(Ord. No. 117, § 9, 9-5-89; Ord. No. 17-12-CC, § 3, 8-21-17)

Sec. 15-40. - Park operating policy.

ITEM # 2025-849

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: July 15, 2025

SUBJECT: Establishing the FY 2026 Tentative Millage Rate and Budget Public Hearing Dates

I. BACKGROUND: Chapter 200 of the Florida Statutes "Determination of Millage" sets a statutory timetable for the calculation and notification to the public of the process to set ad valorem tax millage rates and adopt a budget. The statute identifies the time frames and briefly describes the tasks to be accomplished during the timeframe.

Day 1/July 1 The property appraiser certifies the taxable value on the Certification of Taxable Value (Form DR-420) and delivers it to each taxing authority. The property appraiser also certifies Tax Increment Adjustment Worksheet (form DR-420TIF) for community redevelopment areas.

Day 35/Aug 4 Within 35 days of certification of value, each taxing authority certifies the completed DR-420, DR420MMP, and any additional forms (DR-420TIF) and returns them to the property apprasier. The taxing authority informs the property appraiser of the following:
-Prior year millage rate
-Current year proposed millaage rate
-Current year rolld-back rate (calculated under F.S. 200.065)
-Date, time and meeting place of the tentative budget hearing

Day 55/Aug 24 In compliance with section F.S. 200.65, the property appraiser mails the TRIM notice within 55 days after certification of value. The TRIM notice publicizes this hearing.

Day 65-80/Sept 3-Sept 18 The tentative budget hearing must be held 65 to 80 days from the certification of taxable value. Hearings must take place Monday through Friday after 5:00 p.m. or any time on Saturday. At this hearing, the taxing authority:
-May amend the tentative budget

-Re-calculates the proposed millage rate and publicly announces the percentage, if any, by which the re-calculated proposed millage exceeds the rolled-back rate*
-Adopts a tentative millage and budget

*If the tentatively adopted millage rate is greater than the proposed rate used for the TRIM notice, each taxpayer in the jurisdiction must receive notification of the increase by first class mail at the taxing authority's expense.

Staff recommend setting the tentative public hearing for Wednesday, September 3, 2025 at 6:00pm at the regular council meeting.

Day 95/Sept 18-Oct 3 Within 15 days after the tentative budget hearing, the taxing authority advertises its intent to adopt a final millage and budget. The public hearing must be held within two to five days after the advertisement appears in the newspaper. Within three days of the public hearing adopting the final millage rate and budget, the resolution or ordinance adopting the final millage rate must be sent to the property appraiser, the tax collector, and the Florida Department of Revenue.

Staff recommend setting the Final public hearing for September 15, 2025 at the regular council meeting which is scheduled for 6:00pm.

II. DISCUSSION:
Finance has received the 2025 Certification of Taxable Value (form DR-420) from the County Appraiser. The 2025 adjusted gross taxable value is $9,151,842,083 (DR-420 LINE 6) representing an increase of $425,877,655 (4.88%) from the 2024 Final Gross Taxable Value of $8,725,964,418 (DR-420 LINE 7). Within 35 days (August 4) of receiving this certification of taxable value, the City must notify the Property Appraiser of its calculated rolled-back rate, its tentative millage rate, and the date of the City's first public hearing for the budget.

Rolled-Back Rate: The rolled-back rate is defined as the millage rate that would produce the same amount of ad valorem tax revenue as was levied during the prior year, exclusive of new construction, deletions, and boundary changes. The Florida Department of Revenue has calculated the rolled-back rate to be 1.5463 mills (DR-420 LINE 16), which would generate a tax levy of $14,236,501 (DR-420 LINE 24).

Tentative Millage: The tentative millage rate is important because once it is set it cannot be increased without the additional expense of a formal notification to each city taxpayer. Staff is in the process of formulating the proposed budget for FY2025. The proposed budget is being developed based upon retaining a millage rate of 1.6150 mills which incorporates increased operating costs due to inflation and high priority capital projects and infrastructure renewal. Setting the tentative millage rate at 1.6150 mills will produce approximately $14,869,009 (DR-420 LINE 25). As per the generally accepted practices, the City would budget 95%, or $14,125,558. This represents a budgeted amount $737,748 higher than the FY2025 ad valorem distributed to the City.

Setting the millage at 1.6150 mills represents a tax increase of 4.44% over the rolled-back rate of 1.5463 mills (DR-420 LINE16). The funds generated from the tax increase will go to address deferred roadway surface renewals and increased public safety expenditures.

Budget Public Hearings: Staff recommend the first public hearing on tentative millage rate and budget be held during the regular City Council meeting scheduled for September 3, 2025. Staff recommend the second public hearing to adopt the final millage rate and budget be held at the September 15, 2025 regular City Council meeting. The City is required to notify the Property Appraiser of the date, time, and location of the City's first public hearing to publish on the TRIM notices. Any change in the meeting time for the first public hearing will require notice to each taxpayer. Staff requests that Council set the public hearing dates for the FY 2026 Budget as follows:

Public Budget Hearing #1: Regular Council Meeting, Wednesday, September 3, 2025 at 6pm
Final Public Budget Hearing: Regular Council Meeting, Monday, September 15, 2025 at 6pm

According to the information currently available to the City our budget hearing dates do not conflict with the meeting dates of Okaloosa County School Board (07/28/25 and 09/08/25). They also do not conflict with the budget hearing dates for Okaloosa County (09/04/25 and 09/16/25).

A. Link to Strategic Goals / Objectives: Goal #1: Financially Sound City Providing Service Excellence

B. Effect on Budget (EOB): The adoption of the tentative millage rate is the first step in approving the FY 2026 budget. There is no effect on our current budget. The allocation of the $14,125,558 that would be collected at a millage rate of 1.615 would be allocated amongst the funds as follows:

General Fund	$12,840,540
Town Center CRA (city)	674,157
Harbor CRA (city)	610,862
	$14,125,558

C. Level of Service (LOS): Setting the tentative millage rate at 1.6150 will allow for planned increases in levels of service.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

Staff respectfully request that Council confirm the date and times of the public hearings as recommended above, and we request to set the tentative millage rate for ad valorem at 1.6150 mills to fund the FY 2026 Budget. This amount is 4.44% more than the roll-back rate of 1.5463 mills.

Staff also seek direction on whether to proceed with an Optional Budget Workshop on Monday, August 11, 2025 at 5:30pm.

IV. RECOMMENDED MOTION: I move that Council set the tentative millage rate for ad valorem taxes at 1.6150 mills which is 4.44% more than the roll-back rate of 1.5463 mills and confirm the date and times of the public hearings for the FY 2026 Budget on September 3rd, 2025 at 6:00 PM and September 15th, 2025 at 6:00 PM.

ITEM # 2025-849

In addition, I move to cancel (OR PROCEED WITH) the Optional Budget Workshop on Monday, August 11, 2025 at 5:30pm.

Attachments:

1. DR420TIF_2025_593 TC CRA 063025
2. DR420TIF_2025_593 HARBOR CRA 063025
3. DR420_2025_593 063025

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Okaloosa
Principal Authority : City of Destin	Taxing Authority : City of Destin - Operating
Community Redevelopment Area : City of Destin CRA - Town Center	Base Year : 1998

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 534,401,533	(1)
2.	Base year taxable value in the tax increment area	$ 94,996,840	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 439,404,693	(3)
4.	Prior year Final taxable value in the tax increment area	$ 536,376,417	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 441,379,577	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/9/2025 11:42:49 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 439,404,693	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 678,487	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Okaloosa
Principal Authority : City of Destin	Taxing Authority : City of Destin - Operating
Community Redevelopment Area : City of Destin CRA - Harbor	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 594,400,563	(1)
2.	Base year taxable value in the tax increment area	$ 196,250,561	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 398,150,002	(3)
4.	Prior year Final taxable value in the tax increment area	$ 559,589,748	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 363,339,187	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/9/2025 11:42:49 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 398,150,002	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 557,572	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

FLORIDA
DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Okaloosa
Principal Authority : City of Destin	Taxing Authority : City of Destin - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 9,067,127,925			(1)
2.	Current year taxable value of personal property for operating purposes	$ 139,688,706			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 9,206,816,631			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 54,974,548			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 9,151,842,083			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 8,725,964,418			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 2	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/9/2025 11:42:49 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	1.6150 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 14,092,433	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 1,236,059	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 12,856,374	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 837,554,695	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 8,314,287,388	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	1.5463 per $1000	(16)
17.	Current year proposed operating millage rate	1.6150 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 14,869,009	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 12,856,374	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	1.5463 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 14,236,501	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 14,869,009	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	1.6150 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	4.44 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/3/2025	5:30 PM CST	4100 Indian Bayou Trail Destin 32541

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

ITEM # 2025-807

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 07/15/2025

SUBJECT: Comprehensive Paid Parking Solution, authorization to negotiate a contract

I. BACKGROUND: The City of Destin issued Request for Proposals (RFP 25-08-PW) to procure a comprehensive, turnkey paid parking solution to manage both the Harbor and Beach Parking Districts. The RFP was advertised the week of May 12, 2025, with a revised bid opening date of June 26, 2025, to accommodate the Juneteenth holiday. The intent of the RFP was to improve the City's ability to manage public parking efficiently and equitably, using modern technology, enforcement tools, and customer service features.

The proposal scope included mobile and kiosk-based payment systems, permit management, license plate recognition (LPR) enforcement, real-time analytics and reporting, multilingual customer support, and full program implementation. The contract term will be three (3) years with up to two (2) additional one-year extensions, not to exceed five (5) years total.

II. DISCUSSION: Five proposals were received and evaluated in accordance with the criteria outlined in the RFP: LAZ Parking, Premium Parking, ParkMobile, Passport Labs, and Mobile Smart City.

All proposals were found to be responsive and responsible. After a full evaluation of pricing, experience, and technical capabilities, LAZ Parking was identified as the most suitable vendor based on the City's goals, operational needs, and implementation preferences.

LAZ Parking provides a full-service, in-house model for managing all components of the program. Their proposal includes enforcement with License Plate Recognition (LPR), permit management, mobile payments, staffed customer support, and signage installation, all without the need for subcontractors. With over 40 years of industry experience and a strong national

presence in tourist municipalities, LAZ offers both operational reliability and tailored service delivery suited to Destin's needs.

The evaluation committee rated LAZ highly in qualifications, approach, and completeness of service delivery. While their price was not the lowest submitted, their integrated solution and risk mitigation potential justify the selection.

Note that LAZ provides the option of a full-time, dedicated parking enforcement professional. Associated costs with this position are outlined in their "Exhibit A." Direction from Council is needed on whether or not to engage this service as part of the negotiation.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence

B. Effect on Budget (EOB): The services will be delivered under a revenue-sharing or flat-fee model (to be finalized upon contract execution), with funding sourced from parking revenues. No general fund allocation is expected as resources are available in the City Paid Parking fund. LAZ Parking's pricing was competitive relative to other vendors, and their proposed fee structure allows for reinvestment in enforcement, signage, and infrastructure upgrades as needed.

C. Level of Service (LOS): Adoption of LAZ Parking's proposal will deliver the following improvements to the City's parking program:

- Real-time enforcement through LPR technology
- App-free mobile payment access (for user convenience)
- 24/7 customer service and citation resolution tools
- Scalable platform for managing seasonal demand
- Data analytics and operational transparency for staff
- Multilingual payment, permit, and violation interfaces
- Staff training, signage design, and end-to-end implementation

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The implementation of a modern, integrated parking system is a strategic investment in the City of Destin's infrastructure and quality of life. Based on a thorough and competitive procurement process, LAZ Parking has demonstrated the operational capacity, technological sophistication, and municipal experience needed to deliver a high-performing parking program tailored to our needs.

Their proposal meets all requirements of RFP 25-08-PW and offers a self-contained, turnkey solution that minimizes risk to the City while maximizing efficiency, customer satisfaction, and long-term revenue potential.

Allowing the staff to negotiate with LAZ Parking aligns with the City's goals of improved accessibility, streamlined operations, and sustainable growth in its parking infrastructure. Staff recommends proceeding with LAZ as the vendor best positioned to fulfill the City's current and future needs.

IV. RECOMMENDED MOTION: I move to authorize the City Manager and City Attorney to negotiate a contract in satisfaction of **RFP 25-08-PW Comprehensive Paid Parking Solution** with LAZ Parking to include the parking enforcement officer option. Upon completion, the final contract will be submitted to City Council for approval, or;

I move to authorize the City Manager and City Attorney to negotiate a contract in satisfaction of **RFP 25-08-PW Comprehensive Paid Parking Solution** with LAZ Parking without the parking enforcement officer option. Upon completion, the final contract will be submitted to City Council for approval.

Attachments:

1. RFP 25-08-PW Scoresheet Summary
2. RFP 25 08 PW Comprehensive Paid Parking Solution signed 051225
3. 25-08-PW, Comprehensive Paid Parking, Addendum 1
4. LAZ Parking Proposal - Comprehensive Paid Parking Solution RFP 25-08-PW
5. Mobile Smart City Corp - City of Destin Proposal Comp. Parking Solution
6. ParkMobile city of Destin RFP25-08-PW Comprehensive Paid Parking Solution - Response
7. Passport's Response to Paid Parking Solutions RFP_Destin, FL
8. Premium Parking x City of Destin

City of Destin

PROJECT: RFP 25-08-PW Paid Parking Score Summary

SCORE TABLULATION SUMMARY SHEET

	LAZ	Mobile Smart City	Park Mobile	Passport	Premium Parking		
Michael Burgess	87	83	85	86	86		
Robert Tomasek	87	88	92	84	85		
Steve O'Connor	74	75	70	73	71		
Jeff Cozadd	90	85	85	80	85		
Total Score (Max 400 Pts)	338	331	332	323	327	0	0

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS
RFP NO. 25-08-PW

COMPREHENSIVE PAID PARKING SOLUTION

City of Destin, Florida
May 12, 2025

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

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for a comprehensive Paid Parking Solution Contract for City parking lots for **two years with the option for three additional one-year renewals, not to exceed five years**. Interested parties should contact the City Clerk's office to obtain copies of the bid documents by calling them at 850-837-4242. The Scope of Work will include, but not be limited to, software, hardware, and customer services to support an existing Paid Parking Program. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids 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 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION**", along with the name, return address and telephone number of the bidder, no later than **2:00 p.m. CT, on Thursday, June 19, 2025**. The City reserves the right to reject any and all Bids 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.

Larry Jones
City Manager

Bidder Initial: _____

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	[ ]
Letter of Interest	1	[ ]
RFP 25-08-PW (copy)	1	[ ]
Completed bid form (Exhibit A)	2	[ ]
Responsive Bidder Qualifications Statement (Exhibit B)	2	[ ]
Completed Public Entity Crimes Form (Exhibit C)	2	[ ]
Completed Drug Free Form (Exhibit D)	2	[ ]
Anti-Human Trafficking Affidavit (Exhibit E)	2	[ ]
Proof of required Workman's Compensation Insurance documents	3	[ ]
Proof of Required Liability Insurance	3	[ ]
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	[ ]
Copy of State license (if required for job)	3	[ ]
Copy of City License (if business office is in Destin)	3	[ ]
Qualification and Experience Narrative (no more than 10 pages)	4	[ ]
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	[ ]
Addenda (if applicable)	5	[ ]
Any other documents as requested in bid package. Additional supporting documentation.	6	[ ]

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposal (RFP) to secure responses from qualified vendors for **COMPREHENSIVE PAID PARKING SOLUTION**.

It is the responsive proposer's responsibility to read and understand the requirements of this request for proposal. Responsive proposers 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 bid fully complies with all conditions identified.

Before submitting a bid, 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 Request for Proposals (RFP) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying 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 this RFP Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

A. All RFP's will be publicly opened and recorded for the receipt in the City Hall Boardroom on **June 19, 2025** at 2:00 P.M. (CT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
B. Any responses received after the 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 the 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 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. Respondents may request information regarding the RFP in writing from the City Clerk's Office, cityclerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.

D. If any addendum(s) are issued to this Request for Proposals, 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.

E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. 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 I.D. number on their RFP submittal.

F. *One (1) original and one (1) digital copy* of the RFP responses (on USB drive, .pdf format). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

G. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFP submission, 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.

K.

PROCUREMENT SCHEDULE	
Tasks	**Date**

RFP Advertised	Week of May 12, 2025
Last Day for Questions to be Submitted	June 12, 2025 at 2pm CT
Due Date/Bid Opening	June 19, 2025
Tentative Date - Bid Committee Evaluation	June 26, 2025
Tentative Date - City Council Meeting	July 7, 2025
Tentative Date - Notice of Award	Week of July 7, 2025
Tentative Date - Execution of Contract	Week of July 14, 2025

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking vendor, to include all necessary sub-vendors, with all applicable licenses to supply the services described in this advertisement.

3.1 Licensing Requirements

Provide all applicable licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier.

3.2 Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, 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 admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

4.0 PROJECT/PROGRAM OBJECTIVES AND BACKGROUND

The City is looking for an integrated, comprehensive, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app-based payments, revenue and data management, real-time parking availability information (preferred), robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage. City recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

The City's principal objective is to reduce congestion and improve the availability of parking in both our Harbor and Beach Parking Districts by influencing user parking preferences, increasing parking turnover rates, and improving the overall user experiences. Another objective is to allow patrons to pay by mobile device for parking beyond the initial period and to receive notifications when their time is about to expire so they can remotely add time. With that in mind, the parking management solution must satisfy the following:

a. Accommodates a range of convenient, stable and secure electronic and online payment methods with functionality that includes daily settlement and automated financial reconciliation options.
b. Provides a customer-friendly, easy-to-use system that eliminates trips to City offices or

phone calls to City staff to address routine transactions and/or appeals. This includes the use of signage to provide clear directions to parking locations and payment options.

c. Offers an easy-to-use data management interface that minimizes manual data entry.

d. Provides on-demand and structured reporting of revenues, transactions, and parking data,
including utilization, turnover rates, and enforcement trends.

e. Facilitates real-time parking permit management that offers easy access to customer and vehicle information. The solution must accommodate district-based permit pricing.

f. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms (*Marler Street Parking lot only, to be installed and maintained by respondent, map of this lot is provided as Figure 1*).

g. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline
service.

h. Provides real-time reporting of unpaid sessions (for lots equipped with camera equipment.)

The City's preference is that proposers furnish labor, materials, and equipment necessary to implement the parking management solution in line with the objectives outlined above, including installation of signage, technology, and other requisite materials. Any role the City is to perform in this regard must be clearly identified in the proposal.

BACKGROUND

Destin's Harbor District is a working waterfront with a mix of tourist-oriented retail, restaurants, recreational opportunities (pontoon boat and jet-ski rentals, dolphin tours, etc.), and infrastructure to support the City's commercial fishing fleet. The City of Destin is a major property owner with a boardwalk and parks that provide public access to Destin Harbor and Choctawhatchee Bay.

Tourist-oriented businesses are the predominant form of development on the south side of US98 along with the commercial fishing industry. On the north side of US98, restaurants and tourist-oriented uses.

Paid parking lots along the Harbor are mixed, with both public and private parking opportunities available. The City maintains three parking areas within this District:

Marler Street Parking Lot – approximately 150 spaces (paved, map provided as Figure 1)
Destin Community Center – approximately 90 spaces (paved)
Zerbe Street Parking Lot – approximately 80 spaces (unpaved)

Current daily parking rates for the Harbor District are $15. Destin residents can also receive a "Resident Pass/decal that allows unlimited use of these lots. In addition, a non-residential Harbor Parking Pass is available for $205 per calendar year. These passes are available at City Hall to those providing vehicle registrations showing a valid address with the Destin City Limits. Up to two of these free passes are available per household.

Destin's Beach Parking District provides parking opportunities for those wishing to enjoy the wonders of the Emerald Coast. Land Uses adjacent to these areas are primarily short-term residential (condos, townhomes, single-family homes, etc.). The City maintains both beach parks and beach accesses within this area. Parking rates for this District are currently $20 for 4 hours.

Paid Parking lots within this area are currently 100% publicly owned with most spaces provided as off-street parking within the Right-of-Way. The City maintains seven parking areas within this District:

Gulf Shore Drive – approximately 45 spaces (parallel along street)
Hutchinson – approximately 13 spaces (off street lot)
Barracuda – approximately 8 spaces (off street lot)
Pompano – approximately 29 spaces (off street lot)
Terra Cotta – approximately 13 spaces (off street lot)
Norriego Point – approximately 25 spaces (off street lot)
Shirah – approximately 11 spaces (off street lot)
Moreno Point – approximately 3 spaces (off street lot)

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of 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 bidder's submittal package. To ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP. The City will respond to written, e-mailed or faxed; inquiries received at least seven (7) working days prior to the RFP due date. The last day for inquiries is **June 12, 2025 at 2:00 p.m. (CT).** 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 or cityclerk@cityofdestin.com

5.3 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.

5.4 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.

5.5 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 RFP submittal.

5.6 Public Entity Crime Disclosure

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.

5.7 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.

5.8 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.

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **June 19, 2025**. 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 shall be submitted in a sealed package clearly marked on the outside **"RFP 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION"** 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's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals will be prepared per the checklist provided on page 3.

One (1) original and one (1) digital copy of the RFP responses (on USB drive). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Failure to provide any of the mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	**100**

1. **Price Proposal (Lump Sum)**
   a) Costs will be evaluated based on the prices/charges provided.
   b) Are 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/program? Does the contractor have experience with similar projects/programs?
   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?

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) Is the contractor's 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?

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ Fax: ( ) _____

E-mail: _____

Number of Years in Business: _____ Contact Name _____

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
	1) Merchant Fee (flat)	_____
	2) Merchant Fee Percentage	_____
	3) Transaction Fee	_____
	4) Merchant Processing Fee	_____
	5) Other Fees (List), list additional items on a separate sheet	
	a. _____	_____
	b. _____	_____
	c. _____	_____
	d. _____	_____

Bidder Initial: _____

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

3. Please list any additional items not previously addressed above: (use additional sheets as required)

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____

(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT B

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.: _____
Fax No.: _____

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:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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 inquires?

_____

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

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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.)

_____ Date: _____

(Signature)

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_____, 2025, and is personally known to me, or has provided _____ as identification.

_____

Notary Public

My Commission expires:

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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:

Bidder Initial: _____

EXHIBIT E

CITY OF DESTIN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Printed Name:

Title:

Bidder Initial: _____

Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____

Notary Public

(Notary Seal)

Figure 1. Marler Street Parking Lot, ingress/egress on north and east sides.



ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

JUNE 16, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made as a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

Due to the Juneteenth Holiday falling the original bid opening date, the bid opening date/time is hereby revised to <u>June 26, 2025 at 2:00 PM (CT).</u>

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

Comprehensive Paid Parking Solution

City of Destin, Florida | RFP 25-08-PW



LAZ Parking
June 19, 2025

2023-25 ACCREDITED PARKING ORGANIZATION®

LAZ GOVERNMENT SERVICES

Tab 1 Letter of Interest

June 19, 2025

Purchasing Division
City of Destin
Re: RFP 25-08-PW, Comprehensive Paid Parking Solution

Dear Evaluation Committee:

On behalf of LAZ Parking, I am pleased to submit our proposal in response to the City of Destin's Request for Proposals for a comprehensive, integrated, and forward-thinking parking management solution. With over four decades of experience in the parking industry and a strong national footprint, LAZ Parking is uniquely positioned to deliver a turnkey system that will achieve the City's goals of reducing congestion, enhancing the user experience, and improving parking efficiency in the Harbor and Beach Parking Districts.

We understand that the City is seeking a mobile-first, technology-forward solution that includes pay-by-phone and app-based payments, real-time parking availability, intuitive customer service tools, robust data reporting, and support for enforcement and collections. LAZ has successfully deployed similar systems in coastal and resort communities across the U.S., balancing technology innovation with operational excellence to meet community needs.

Our approach emphasizes:

- **Equitable and accessible payment options** through a blend of user-friendly mobile payments (no app download required) and strategically located, cashless pay stations.
- **Real-time data and analytics** to empower City staff with the insights needed for decision-making and policy development.
- **Customer-first technology**, including parking session expiration reminders and remote time extensions, to increase compliance and improve the parking experience.
- **Full integration** of enforcement tools and collection systems for seamless operations.
- **Signage and wayfinding design and installation** to support user education and efficient traffic flow.

We are excited about the opportunity to partner with the City of Destin to implement a customized parking program that not only addresses today's challenges but also scales to meet future needs. Our team is prepared to provide comprehensive design, installation, testing, training, and ongoing maintenance and support. LAZ is committed to helping the City create a parking environment that serves residents, supports tourism, and enhances local businesses.

Thank you for considering our proposal. We look forward to the opportunity to further demonstrate our capabilities and collaborate on this important initiative.

Sincerely,

Christopher Walsh
Regional Vice President, Florida
404 Washington Ave, Suite 640
Miami Beach, FL 33139
305.913.4882 | cwalsh@lazparking.com

Robert Maroney, CAPP
Vice President, Government Services
One Financial Plaza, 14th Floor
Hartford, CT 0610
804.921.5019 | rmaroney@lazparking.com

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Comprehensive Paid Parking Solution

City of Destin, Florida | RFP 25-08-PW

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Tab 1 – RFP 25-08 PW (Copy- Initialed)

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	[X]
Letter of Interest	1	[X]
RFP 25-08-PW (copy)	1	[X]
Completed bid form (Exhibit A)	2	[X]
Responsive Bidder Qualifications Statement (Exhibit B)	2	[X]
Completed Public Entity Crimes Form (Exhibit C)	2	[X]
Completed Drug Free Form (Exhibit D)	2	[X]
Anti-Human Trafficking Affidavit (Exhibit E)	2	[X]
Proof of required Workman's Compensation Insurance documents	3	[X]
Proof of Required Liability Insurance	3	[X]
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	[X]
Copy of State license (if required for job)	3	[X]
Copy of City License (if business office is in Destin)	3	[X]
Qualification and Experience Narrative (no more than 10 pages)	4	[X]
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	[X]
Addenda (if applicable)	5	[X]
Any other documents as requested in bid package. Additional supporting documentation.	6	[X]

Bidder Initial: Christopher Wall 3

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposal (RFP) to secure responses from qualified vendors for **COMPREHENSIVE PAID PARKING SOLUTION**.

It is the responsive proposer's responsibility to read and understand the requirements of this request for proposal. Responsive proposers 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 bid fully complies with all conditions identified.

Before submitting a bid, 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 Request for Proposals (RFP) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying 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 this RFP Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

A. All RFP's will be publicly opened and recorded for the receipt in the City Hall Boardroom on **June 19, 2025** at 2:00 P.M. (CT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
B. Any responses received after the stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFP submittal

Bidder Initial: Chris Wall 4

delivered to the 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 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. Respondents may request information regarding the RFP in writing from the City Clerk's Office, cityclerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.

D. If any addendum(s) are issued to this Request for Proposals, 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.

E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. 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 I.D. number on their RFP submittal.

F. *One (1) original and one (1) digital copy* of the RFP responses (on USB drive, .pdf format). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

G. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFP submission, 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.

K.

PROCUREMENT SCHEDULE	
Tasks	**Date**

Bidder Initial: Chelph Wall

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

RFP Advertised	Week of May 12, 2025
Last Day for Questions to be Submitted	June 12, 2025 at 2pm CT
Due Date/Bid Opening	June 19, 2025
Tentative Date - Bid Committee Evaluation	June 26, 2025
Tentative Date - City Council Meeting	July 7, 2025
Tentative Date - Notice of Award	Week of July 7, 2025
Tentative Date - Execution of Contract	Week of July 14, 2025

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking vendor, to include all necessary sub-vendors, with all applicable licenses to supply the services described in this advertisement.

3.1 Licensing Requirements

Provide all applicable licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier.

3.2 Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, 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 admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

Bidder Initial: Christopher Wall 6

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

4.0 PROJECT/PROGRAM OBJECTIVES AND BACKGROUND

The City is looking for an integrated, comprehensive, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app-based payments, revenue and data management, real-time parking availability information (preferred), robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage. City recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

The City's principal objective is to reduce congestion and improve the availability of parking in both our Harbor and Beach Parking Districts by influencing user parking preferences, increasing parking turnover rates, and improving the overall user experiences. Another objective is to allow patrons to pay by mobile device for parking beyond the initial period and to receive notifications when their time is about to expire so they can remotely add time. With that in mind, the parking management solution must satisfy the following:

a. Accommodates a range of convenient, stable and secure electronic and online payment methods with functionality that includes daily settlement and automated financial reconciliation options.
b. Provides a customer-friendly, easy-to-use system that eliminates trips to City offices or

Bidder Initial: Christopher Walker 7

phone calls to City staff to address routine transactions and/or appeals. This includes the use of signage to provide clear directions to parking locations and payment options.

c. Offers an easy-to-use data management interface that minimizes manual data entry.

d. Provides on-demand and structured reporting of revenues, transactions, and parking data,
including utilization, turnover rates, and enforcement trends.

e. Facilitates real-time parking permit management that offers easy access to customer and vehicle information. The solution must accommodate district-based permit pricing.

f. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms (*Marler Street Parking lot only, to be installed and maintained by respondent, map of this lot is provided as Figure 1*).

g. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline
service.

h. Provides real-time reporting of unpaid sessions (for lots equipped with camera equipment.)

The City's preference is that proposers furnish labor, materials, and equipment necessary to implement the parking management solution in line with the objectives outlined above, including installation of signage, technology, and other requisite materials. Any role the City is to perform in this regard must be clearly identified in the proposal.

BACKGROUND

Destin's Harbor District is a working waterfront with a mix of tourist-oriented retail, restaurants, recreational opportunities (pontoon boat and jet-ski rentals, dolphin tours, etc.), and infrastructure to support the City's commercial fishing fleet. The City of Destin is a major property owner with a boardwalk and parks that provide public access to Destin Harbor and Choctawhatchee Bay.

Tourist-oriented businesses are the predominant form of development on the south side of US98 along with the commercial fishing industry. On the north side of US98, restaurants and tourist-oriented uses.

Paid parking lots along the Harbor are mixed, with both public and private parking opportunities available. The City maintains three parking areas within this District:

Bidder Initial: Christa Wall 8

Marler Street Parking Lot – approximately 150 spaces (paved, map provided as Figure 1)
Destin Community Center – approximately 90 spaces (paved)
Zerbe Street Parking Lot – approximately 80 spaces (unpaved)

Current daily parking rates for the Harbor District are $15. Destin residents can also receive a "Resident Pass/decal that allows unlimited use of these lots. In addition, a non-residential Harbor Parking Pass is available for $205 per calendar year. These passes are available at City Hall to those providing vehicle registrations showing a valid address with the Destin City Limits. Up to two of these free passes are available per household.

Destin's Beach Parking District provides parking opportunities for those wishing to enjoy the wonders of the Emerald Coast. Land Uses adjacent to these areas are primarily short-term residential (condos, townhomes, single-family homes, etc.). The City maintains both beach parks and beach accesses within this area. Parking rates for this District are currently $20 for 4 hours.

Paid Parking lots within this area are currently 100% publicly owned with most spaces provided as off-street parking within the Right-of-Way. The City maintains seven parking areas within this District:

Gulf Shore Drive – approximately 45 spaces (parallel along street)
Hutchinson – approximately 13 spaces (off street lot)
Barracuda – approximately 8 spaces (off street lot)
Pompano – approximately 29 spaces (off street lot)
Terra Cotta – approximately 13 spaces (off street lot)
Norriego Point – approximately 25 spaces (off street lot)
Shirah – approximately 11 spaces (off street lot)
Moreno Point – approximately 3 spaces (off street lot)

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of 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 bidder's submittal package. To ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP. The City will respond to written, e-mailed or faxed; inquiries received at least seven (7) working days prior to the RFP due date. The last day for inquiries is **June 12, 2025 at 2:00 p.m. (CT).** 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 or cityclerk@cityofdestin.com

5.3 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.

5.4 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.

5.5 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

Bidder Initial: Christa Wahl 10

demonstrate a Drug-Free Workplace Program shall provide certification form with the RFP submittal.

5.6 Public Entity Crime Disclosure

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.

5.7 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.

5.8 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

Bidder Initial: Christopher Wall 11

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.

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **June 19, 2025**. 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 shall be submitted in a sealed package clearly marked on the outside **"RFP 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION"** 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's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals will be prepared per the checklist provided on page 3.

One (1) original and one (1) digital copy of the RFP responses (on USB drive). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Bidder Initial: Christopher Wall 12

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

Failure to provide any of the mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	**100**

1. **Price Proposal (Lump Sum)**
   a) Costs will be evaluated based on the prices/charges provided.
   b) Are 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/program? Does the contractor have experience with similar projects/programs?
   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?

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

Bidder Initial: Christopher Wall 13

Figure 1. Marler Street Parking Lot, ingress/egress on north and east sides.



Bidder Initial: Christopher Walker 29

Tab 2 –Bid Form (Exhibit A)

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: LAZ Florida Parking

Address: 404 Washington Avenue, Suite 640

City & State: Miami Beach, FL Zip Code: 33139

Telephone: (305) 913-4882 Fax: ( ) N/A

E-mail: cwalsh@lazparking.com

Number of Years in Business: 43 Contact Name Chris Walsh, SVP

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

ITEM	UNIT PRICE or %
1. Fees	
1) Merchant Fee (flat)	0.35
2) Merchant Fee Percentage	included in Merchant Processing Fee
3) Transaction Fee	0.35
4) Merchant Processing Fee	2.99%
5) Other Fees (List), list additional items on a separate sheet	
a. GKL	$7,500 / year
b. Professional Services	$12,260 / year
c. Management Fee	$30,000 / year
d.	

Bidder Initial: [signature] 15

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	Initial Signage	$5,000
b.	Flowbird Payment Kiosk (4)	$25,992
c.	Enforcement Handheld & Printer	$1,800
d.	Laptop, printer, monitor	$3,500
e.		

3. Please list any additional items not previously addressed above: (use additional sheets as required)

Cell phone, uniforms, Misc. Supllies	$ 2,650 / year
Vehicle with LPR	$ 23,901 / year
Vehicle M&O (insurance, fuel, GPS, car wash)	$ 9,050 / year
Passport Operating Expenses (software / permits)	$ 19,000 / year
Flowbird Operating Expenses (software / warranty)	$ 4,320 / year
1 Parking Enforcement Officer (2,080 annual hours)*	$ 76,122 / year

* includes all benefits

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Bidder Initial: Christopher Wall 16

PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Chris Walsh, SVP
(Print or Type)

Signature: Chris Walsh

Date of Bid: 6-19-2025

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Bidder Initial: Chris Walsh 17

Responsive Bidder Qualifications Statement (Exhibit B)

EXHIBIT B

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

Submitted By:
Name: LAZ Florida Parking, LLC
Address: 404 Washington Avenue, Suite 640
City, State, Zip: Miami Beach, FL 33139
Telephone No.: 305.913.4882
Fax No.: N/A

Check One	
Corporation	✓
Partnership	
Individual	
Other	

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:
   LAZ Florida Parking, LLC

   The address of the principal place of business is:
   404 Washington Avenue, Suite 640
   Miami Beach, FL 33139

2. If responsive bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/02/2007
   b. State of Incorporation: FL
   c. President's name: See insert on following page.
   d. Vice President's name: See insert on following page.
   e. Secretary's name: See insert on following page.
   f. Treasurer's name: See insert on following page.
   g. Name and address of Resident Agent: See insert on following page.

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

Bidder Initial: _____ 18

Ownership

70% of LAZ Parking is owned by Argo Infrastructure Partners, LP and 30% is owned by the individual founders and executives including the following list of owners and officers of the company.

List of Owners and Officers

Alan B. Lazowski, Chairman, CEO, and Founder

Jeffrey Karp, President and Founder

Michael Harth, Chief Culture Officer and Founder

Michael J. Kuziak, Chief Operating Officer

Nathan Owen, Chief Financial Officer

Tony DiPaolo, President, Midwest

Steve Gresh, President, Technology and Innovation

Eric Siskind, President, East Coast

John Svendblad, President, West Coast

Jim Marzi, Executive Vice President

Robert DeBurro, Managing Partner

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?
28 years (since 2007). 44 years for parent company (LAZ Karp Associa

Under what other former names has your organization operated?
None.
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.
State certification number: L07000100284 - Sunbiz.Org (10/2/2007).

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 Section 4 of Proposal - Qualifications and Experience

10. State the name of the individual who will have personal supervision of the work:
Tyler Madden

11. State the name and address of attorney, if any, for the business of the responsive bidder:
Glenn Terk, One Financial Plaza, 14th Floor, Hartford, CT 06103.

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:
70% of LAZ Parking is owned by Argo Infrastructure Partners, LP and 30% is

Bidder Initial: [signature] 19

owned by the individual founders and executives of LAZ.

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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:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	20

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
Bank of America -185 Asylum St., Hartford, CT 06103 - 860.952.7428		
JP Morgan Chase Bank, N.A. - 152 Trumball St., Floor 17 - Hartford, CT 06106		
Wells Fargo Commercial Banking - 1 Lafayette Place - Greenwich, CT 06830		

16. What will be your turnaround time for written responses to City inquires?
48 business 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.

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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.

LAZ operates over 4275 locations in 447 cities in 41 states throughout the US and employs approximately 13,000 people.

As a result, it is inevitable that LAZ is often named in litigation regarding personal injury matters, property damage claims and employment issues.

LAZ maintains insurance which covers the vast majority of these cases and works with a third-party claims adjustor, which hires investigators and attorneys, who together determine liability and responsible parties.

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) _____

(Title) Regional GM

Subscribed and sworn to before me
This 18th day of June, 2025

_____

Notary Public (Signature)

MARILIN CHARNICHARO
Notary Public - State of Florida
Commission # HH 296191
My Comm. Expires Sep 23, 2026
Bonded through National Notary Assn.

Marilin Charnicharo

My Commission Expires: Sep 23, 2026

Bidder Initial: _____ 22

Public Entity Crimes Form (Exhibit C)

END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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. 25-08-PW Comprehensive Paid Parking Solution

2. This sworn statement is submitted by LAZ Florida Parking, LLC whose business address is 404 Washington Avenue, Suite 640, Miami Beach, FL 33139

and (if applicable) Federal Employer Identification Number (FEIN) is 26-1172579 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A

3. My name is Luis Macedo and my relationship to the entity named above is Regional GM

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

Bidder Initial: 23

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

Bidder Initial: _____ 24

in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

[V] 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: 6/19/25

STATE OF FLORIDA
COUNTY OF Miami Dade

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 18 day of June, 2025, and is personally known to me, or has provided as identification.

Notary Public

MARILIN CHARNICHARO
Notary Public - State of Florida
Commission # HH 296191
My Comm. Expires Sep 23, 2026
Bonded through National Notary Assn.

Marilin Charnicharo
My Commission expires: Sep 23, 2026

Bidder Initial: 25

Drug Free Form (Exhibit D)

EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: LAZ Florida Parking, LLC
ADDRESS: 404 Washington Avenue, Suite 640
CITY: Miami Beach STATE: FL ZIP CODE: 33139
TELEPHONE NUMBER: 305.913.4882
SIGNATURE: Chris Walsh DATE: 6-18-2025
NAME (TYPED OR PRINTED): Chris Walsh
TITLE: Senior Vice President

Bidder Initial: Chris Walsh 26

Anti-Human Trafficking Affidavit (Exhibit E)

EXHIBIT E
CITY OF DESTIN
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Luis Macedo (insert name) as Regional Vice President (insert title) on behalf of LAZ Florida Parking, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. LAZ Florida Parking, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, LAZ Florida Parking, LLC (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit; or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Luis Macedo
Title: Regional GM
Bidder Initial: 27

Nongovernmental entity:
Date:

STATE OF Florida
COUNTY OF Miami Dade

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this 18 day of June, 2025.

Notary Public

Sep 23, 2026

Marilin Charnicharo

(Notary Seal)

MARILIN CHARNICHARO
Notary Public - State of Florida
Commission # HH 296191
My Comm. Expires Sep 23, 2026
Bonded through National Notary Assn.

Bidder Initial: _____ 28

Tab 3 – Workman's Compensation Documents

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2024

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 McGriff Insurance Services LLC 150 S. Warner Road, Suite 460 King Of Prussia PA 19406	CONTACT NAME: Susie Guarino PHONE (A/C, No, Ext): 610-233-4846 FAX (A/C, No): E-MAIL ADDRESS: susan.guarino@mcgriff.com
INSURED 151LAZKARP LAZ Parking Florida, LLC 404 Washington Ave, Suite 640 Miami FL 33139	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co of Pitt. PA — 19445 INSURER B : AIU Insurance Company — 19399 INSURER C : Allianz Global Risks US Insurance Co — 35300 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1507312577 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	X COMMERCIAL GENERAL LIABILITY	Y	Y	3609369	7/31/2024	7/31/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	3135689	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X 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)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	SEE SCHEDULE	7/31/2024	7/31/2025	EACH OCCURRENCE	$ 100,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 100,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	14111735	7/31/2024	7/31/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Garagekeepers Liability	Y	Y	3135689	7/31/2024	7/31/2025	1,000,000	

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

30 Days' Notice of Cancellation provided, 10 days for non-payment of premium. . If agreed upon in a written contract or agreement, the certificate holder is included as an additional insured for general liability, but only with respect to the operations of the named insured. This insurance is primary and non-contributory to the additional insureds if agreed upon in a written contract or agreement. Waiver of subrogation applies in favor of the additional insureds if agreed upon in a written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
LAZ Florida Parking, LLC 404 Washington Ave, Suite 270 Miami FL 33139	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 Bdhe

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Required Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2024

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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 McGriff Insurance Services LLC 150 S. Warner Road, Suite 460 King Of Prussia PA 19406	CONTACT NAME: Susie Guarino PHONE (A/C, No, Ext): 610-233-4846 FAX (A/C, No): E-MAIL ADDRESS: susan.guarino@mcgriff.com
INSURED 151LAZKARP LAZ Parking Florida, LLC 404 Washington Ave, Suite 640 Miami FL 33139	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co of Pitt. PA — 19445 INSURER B : AIU Insurance Company — 19399 INSURER C : Allianz Global Risks US Insurance Co — 35300 INSURER D : INSURER E : INSURER F :

COVERAGES — CERTIFICATE NUMBER: 1507312577 — REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	3609369	7/31/2024	7/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	3135689	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	SEE SCHEDULE	7/31/2024	7/31/2025	EACH OCCURRENCE AGGREGATE $	$ 100,000,000 $ 100,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	14111735	7/31/2024	7/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garagekeepers Liability	Y	Y	3135689	7/31/2024	7/31/2025	1,000,000	

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

30 Days' Notice of Cancellation provided, 10 days for non-payment of premium. . If agreed upon in a written contract or agreement, the certificate holder is included as an additional insured for general liability, but only with respect to the operations of the named insured. This insurance is primary and non-contributory to the additional insureds if agreed upon in a written contract or agreement. Waiver of subrogation applies in favor of the additional insureds if agreed upon in a written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
LAZ Florida Parking, LLC 404 Washington Ave, Suite 270 Miami FL 33139	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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AGENCY CUSTOMER ID: 151LAZKARP

LOC #: See COI (Acord 25)

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
McGriff Insurance Services, LLC		See COI (Acord 25)
POLICY NUMBER		
See COI (Acord 25)		
CARRIER	NAIC CODE	
See COI (Acord 25)		EFFECTIVE DATE: 7/31/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Insurers Affording Coverage:
Insurer letter C: Allianz Global Risk US Insurance Company (NAIC 35300)
Insurer letter D: Federal Insurance Company (Chubb) (NAIC 20281)
Insurer letter E: Everest National Insurance Company (NAIC 10120)
Insurer letter F: Endurance Assurance Corporation (NAIC 11551)
Insurer letter G: American Guarantee and Liability Insurance Company (Zurich) (NAIC 26247)
Insurer letter H: Westfield Specialty Insurance Company (NAIC 16992)
Insurer letter I: Great American Assurance Company (NAIC 26344)

C: Excess General Liability	USL03085024	7/31/2024-7/31/2025	Aggregate $4,000,000
D: Primary Umbrella Liability	79863543	7/31/2024-7/31/2025	Aggregate $25,000,000
E: Excess Liability	XC5EX02069241	7/31/2024-7/31/2025	Aggregate $7,500,000
F: Excess Liability	EXC30065353300	7/31/2024-7/31/2025	Aggregate $7,500,000
G: Excess Liability	AEC011173110	7/31/2024-7/31/2025	Aggregate $15,000,000
H: Excess Liability	XSL345214K01	7/31/2024-7/31/2025	Aggregate $10,000,000
I: Excess Liability	EXC5772941	7/31/2024-7/31/2025	Aggregate $10,000,000
D: Excess Liability	78187246	7/31/2024-7/31/2025	Aggregate $25,000,000

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W-9 Form

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

LAZ Karp Associates, LLC

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

LAZ Florida Parking, LLC

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

One Financial Plaza, 14th Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Hartford, CT 06103

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	6	–	1	1	6	4	7	0	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Kevin Bacon **Date** 01/07/2025

General Instructions

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

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

What's New

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

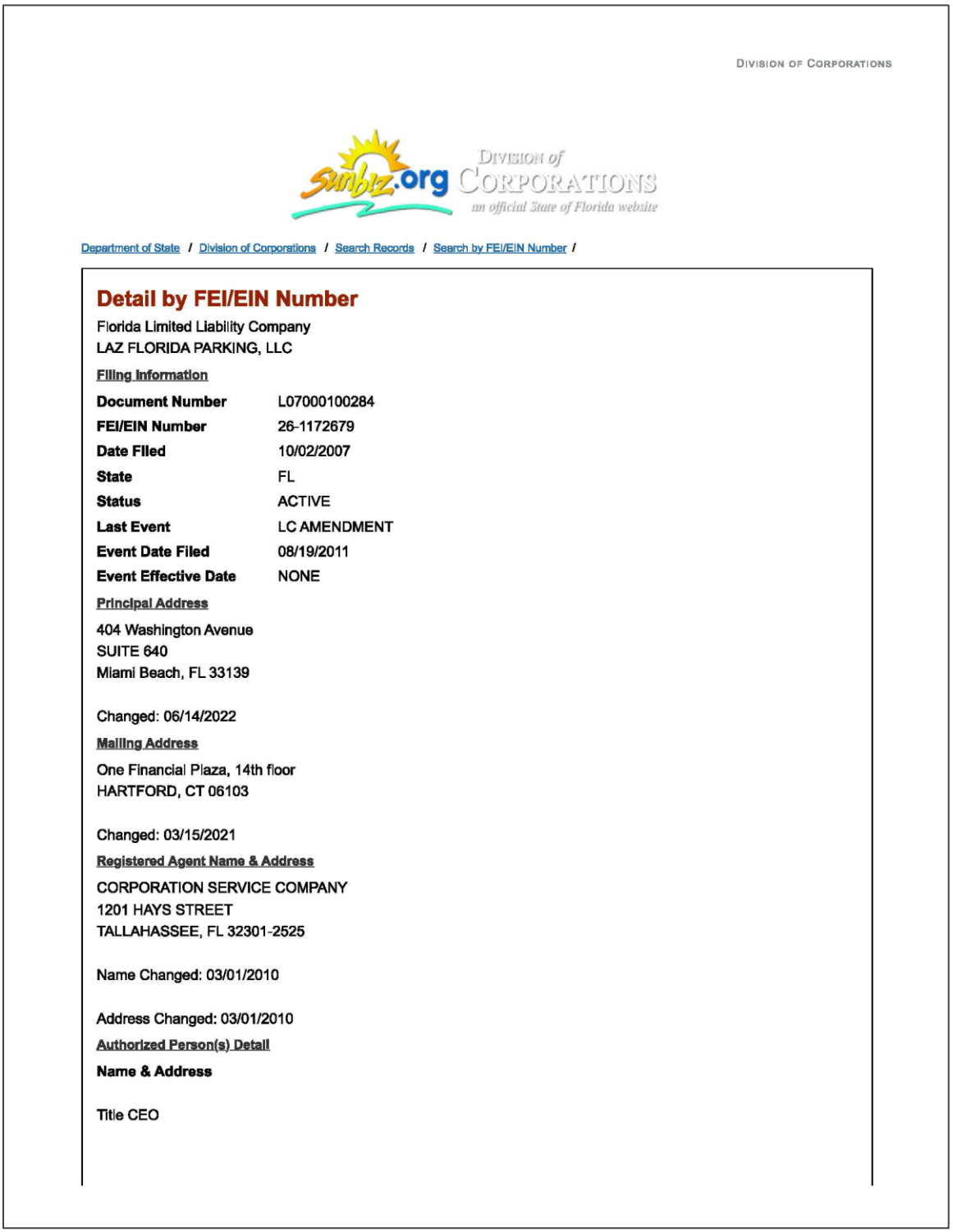
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended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

Purpose of Form

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

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

State License



DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Limited Liability Company
LAZ FLORIDA PARKING, LLC

Filing Information

Document Number	L07000100284
FEI/EIN Number	26-1172679
Date Filed	10/02/2007
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/19/2011
Event Effective Date	NONE

Principal Address

404 Washington Avenue
SUITE 640
Miami Beach, FL 33139

Changed: 06/14/2022

Mailing Address

One Financial Plaza, 14th floor
HARTFORD, CT 06103

Changed: 03/15/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/01/2010

Address Changed: 03/01/2010

Authorized Person(s) Detail

Name & Address

Title CEO

LAZOWSKI, ALAN B
One Financial Plaza
HARTFORD, CT 06103

Title President

KARP, JEFFREY N
One Financial Plaza
Hartford, CT 06103

Title COO

Kuziak, Michael
One Financial Plaza
HARTFORD, CT 06103

Title CFO

Owen, Nathan
One Financial Plaza
HARTFORD, CT 06103

Title Chief Culture Officer

Harth, Michael
One Financial Plaza
HARTFORD, CT 06103

Title Member

Laz Karp Associates, LLC
One Financial Plaza, 14th floor
HARTFORD, CT 06103

Annual Reports

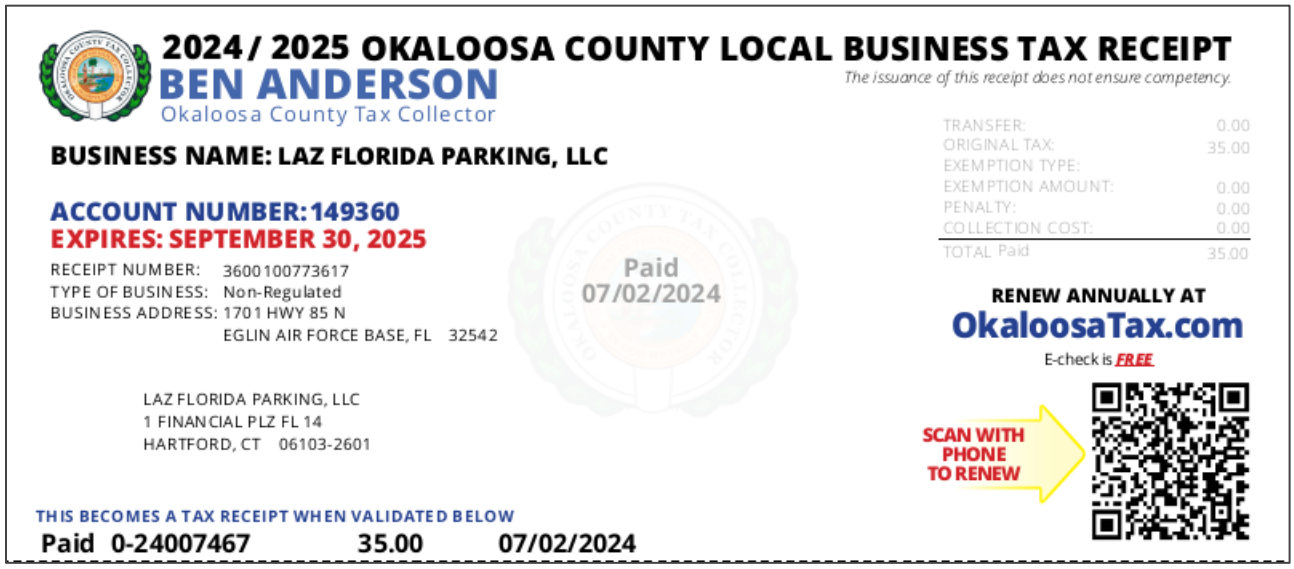
Report Year	Filed Date
2023	04/24/2023
2024	04/03/2024
2025	03/18/2025

Document Images

03/18/2025 – ANNUAL REPORT	View image in PDF format
04/03/2024 – ANNUAL REPORT	View image in PDF format
04/24/2023 – ANNUAL REPORT	View image in PDF format
01/25/2022 – ANNUAL REPORT	View image in PDF format
03/15/2021 – ANNUAL REPORT	View image in PDF format
02/19/2020 – ANNUAL REPORT	View image in PDF format
01/28/2019 – ANNUAL REPORT	View image in PDF format
04/27/2018 – AMENDED ANNUAL REPORT	View image in PDF format

City License (if applicable)

We do not currently have an office is Destin, FL and therefore do not have a City Business License. If selected at the City's partner, we would acquire a city business license. Below is a copy of our current business license from Okaloosa County, which is our closest location.



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: LAZ FLORIDA PARKING, LLC

ACCOUNT NUMBER: 149360
EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 3600100773617
TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 1701 HWY 85 N
EGLIN AIR FORCE BASE, FL 32542

Paid
07/02/2024

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COST:	0.00
TOTAL Paid	35.00

RENEW ANNUALLY AT
OkaloosaTax.com
E-check is ***FREE***

SCAN WITH PHONE TO RENEW

LAZ FLORIDA PARKING, LLC
1 FINANCIAL PLZ FL 14
HARTFORD, CT 06103-2601

THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW
Paid 0-24007467 35.00 07/02/2024

Tab 4 -Qualifications and Experience

Our experience, leadership and philosophy have made LAZ Parking one of the nation's premier operators specializing in parking services for municipalities and government agencies. We have an unmatched track record operating municipal parking systems and currently manage **more than 450,000** parking spaces for **over 100** government agencies, cities and counties.

The following is provided as a sample of LAZ Parking's public sector clients, including the approximate number of spaces for each:

- Washington Metro Area Transit Authority (59,000)
- City of Chicago Meters System (36,000)
- City of San Francisco Meters (28,800)
- Montgomery County, MD (21,500)
- New York City Housing Authority (20,000)
- NY Metro Transit Authority (16,600)
- City of Lincoln, NE (14,780)
- City of Inglewood, CA (12,750)
- City of Long Beach, CA (10,300)
- Rhode Island State Beaches (8,100)
- City of Kansas City, MO (6,600)
- City of Stockton, CA (6,145)
- City of Miami Beach, FL (6,000)
- City of New Rochelle, NY (5,868)
- City of Lowell, MA (5,566)
- Jacksonville Transport Authority (4,000)
- City of West Hollywood, CA (3,360)
- San Francisco MTA (3,115)
- City of Las Vegas (NV) (3,000)
- Birmingham Jefferson Convention Complex (3,000)
- California State Parks (2,665)
- City of San Mateo (2,610)
- City of Syracuse, NY (2,525)
- Alameda County, CA (2,500)
- City of Westminster, CO (2,500)
- Volusia County, FL (2,100)
- City of Baton Rouge, LA (2,000)
- City of Coral Gables, FL (1,775)
- City of Baltimore, MD (1,440)
- City of South Miami, FL (1,400)
- City of Arvada, CO (1,100)

Focused on Florida

We have more than 45 managers and 700 employees in Florida and continue to expand our footprint. LAZ Parking has several office locations in Florida, including Pensacola, Jacksonville, Daytona Beach, Tampa / St. Petersburg, Orlando, St. Augustine, Naples and Miami Beach. During the transition and research process, we can bring in staff from any of our Florida locations to assist. We also will have a dedicated Government Services staff member who oversees the City of Destin operation so your stakeholders and our local team will always have access to resources and support. Industry Leadership Team



Panhandle Presence

In 2022, we were awarded through a competitive RFP process to provide parking management services for the Pensacola International Airport.

Regional Oversight & Accountability

Our The City of Destin portfolio manager (to be hired) and our entire City of Destin workforce will be constantly supported and overseen by the key leaders below. These Florida and Southeast executive team members are experienced, proactive and excited to serve you.



CHRISTOPHER WALSH – REGIONAL VICE PRESIDENT, FLORIDA

Christopher is a leader in the parking industry with over 25 years of experience, including expanding LAZ Parking's Mid-Atlantic presence. He is currently based in Miami and responsible for premier Florida properties in Miami, Fort Lauderdale, Tampa, Jacksonville, Orlando, Daytona, St. Augustine, and Naples. His experience includes Class A office buildings, hospitals, municipalities, hotels, stadiums, and airports. Christopher has also conducted due diligence for acquisitions and managed Miami International Airport for three years. He graduated from LaGrange College with a degree in business administration and has regional oversight of all Florida accounts. He lives in Parkland, Florida and is available to the City of Destin operation.



GEORGI TAJA – SENIOR VICE PRESIDENT

Georgi Taja joined LAZ Parking in 2007 as the Senior Vice President after an extensive career with an international parking company in various operational and leadership roles. Since 1988, he has gained experience in airport parking, mixed-use facility management, hotel valet, stadium/event management, on-street meter collections and enforcement and shuttle operations. His marketing and management experience includes process improvements, web applications, location planning, acquisition and set-up and strategic marketing and business plans to accelerate growth for owned and client locations. Georgi is a graduate of the George T. Baker Aviation Institute and lives nearby in Port St. Joe.



LUIS MACEDO – REGIONAL GENERAL MANAGER, FLORIDA

Luis has served as our Regional General Manager for the Florida region for over 15 years and has been in the parking business for more than twenty-five years. He understands all aspects of parking operations and has directed major Class A building operations, municipal operations for several cities, and assisted with operations for hospitals and airports. He has assisted in municipal parking for the City of Miami Beach and Fort Myers previously and currently is responsible for the municipal operations in Coral Gables, South Miami, Surfside, and University of Miami. He also assisted with parking operations for Jackson Memorial Hospital, City of Daytona Beach and Miami International Airport. Luis is a graduate of Florida International University and will supervise all personnel assigned to work at the City of Destin.



TODD LAWSON, SENIOR DIRECTOR OF TECHNOLOGY AND BUSINESS INTELLIGENCE

Todd Lawson started as a parking professional in 1989 and joined LAZ Parking in 2010. Today, he serves as the Senior Director of Technology and Business Intelligence, Southeast. He specializes in technology implementation, yield management, project management, data analytics and operational efficiencies. Prior to his current role, Todd worked as the Southeast Regional Vice President focusing strategic planning, goal execution, management of all operations and financial management of his region. Todd earned a B.A. with a minor in Business Management from Kennesaw State University.

National Dedication & Support

Unlike a client-vendor relationship, municipal partnerships require that the public entity and the parking operator achieve alignment for the program to be a success. In addition to around-the-clock oversight from our Florida and Southeast regional leadership teams, our Government Services division will be available to support the City of Destin throughout this contract.

Please see below for biographies on these key leaders. We're happy to provide resumes or any other information helpful to your review.



ROBERT MARONEY – VICE PRESIDENT, GOVERNMENT & UNIVERSITY SERVICES

Rob Maroney joined LAZ Parking in 2015 as the Vice President of Government Services. In this role, he supports numerous public agency clients and our public private partnership efforts. He brings more than 20 years' experience in municipal and government operations, management and consulting. Rob has served as the director of parking for one of the largest municipally owned systems in the U.S. (Norfolk, VA). Most recently, he was the Director of Parking and Transportation for Virginia Commonwealth University, overseeing the university's parking, transportation and fleet management programs.



MUHAMMAD MANSOOR – VICE PRESIDENT, ON-STREET & ENFORCEMENT PROGRAMS

A familiar name in the parking industry, Muhammad Mansoor serves as the subject matter expert for LAZ Parking's Government Services. Muhammad ensures high-quality service delivery across our government parking contracts and has direct responsibility over the decisions for all on street parking contracts throughout the U.S. He is an active member of IPMI, NPA and various regional parking organizations.

Project Approach

LAZ Parking is pleased to present a modern, scalable parking solution that aligns with the City of Destin's objectives to reduce congestion, promote turnover, and enhance user experience, while minimizing reliance on hardware. Our proposed approach combines **Flowbird multi-space parking meters** with our proprietary **LAZgo mobile payment solution** to deliver a frictionless, technology-forward parking program.

Proposed Solution Overview

- **Flowbird Multi-Space Meters:**
  Strategically deployed, user-friendly, and solar-powered multi-space pay stations designed to support contactless payments (credit/debit, NFC), eliminating the need for cash and minimizing on-street hardware. We propose:
  - *Marler Street Lot (150 spaces)*: 1 Flowbird meter
  - *Destin Community Center Lot (90 spaces)*: Mobile Pay Zone
  - *Zerbe Street Lot (80 unpaved spaces)*: Mobile Pay Zone
  - *Beach District (7 locations, 147 total spaces)*: 3 meters total, placed to maximize access and visibility supplemented by mobile pay
- **LAZgo Mobile Payment Platform:**
  A seamless, app-free mobile pay option allowing users to:
  - Pay by scanning a QR code or texting a zone-specific code
  - Receive time-expiry reminders and extend parking sessions remotely
  - Access intuitive, mobile-optimized interfaces for fast, secure transactions
    LAZgo supports multi-language use, ADA compliance, and integration with permit/pass systems.

Passes & Resident Access

LAZ's system will integrate with the City's existing **Resident Decal** and **Non-Resident Pass** programs:

- Pass validation via digital license plate recognition (LPR) or mobile-based credentialing
- Ability for residents to register and manage pass details online
- Enforcement integration to automate compliance checks

Operational & Customer Service Features

- Real-time availability tracking (where supported)
- Centralized reporting and data dashboards for City staff
- Enforcement integration and violation tracking
- 24/7 customer support and localized signage for wayfinding and education

Minimizing Infrastructure, Maximizing Access

By emphasizing digital payments through LAZgo and installing a limited number of strategically placed Flowbird meters, LAZ Parking's approach supports **equity and accessibility** while **minimizing visual clutter and hardware footprint.** Our solution aligns with the City's goals of modernizing its parking assets, improving compliance, and delivering a premium coastal destination experience.

Pay Stations

For the City of Destin, LAZ Parking proposes a fully integrated smart parking solution featuring the deployment of 4 Flowbird pay stations, combined with our proprietary technology platform and mobile payment integration. Our approach is designed to be innovative, flexible, and future-ready, offering multiple convenient payment options—including at the kiosk, via a mobile app, or online. We bring years of experience deploying and managing Flowbird systems in municipalities across the country, allowing us to deliver a customized solution that reflects the unique charm and operational goals of Destin. Each pay station will be configured to support real-time enforcement integration, ensuring accurate data flow between payment and citation systems, and reducing administrative burden for City staff.



To enhance the user experience and reinforce local identity, LAZ will also coordinate the custom branding of pay station wraps to reflect The City of Destin's coastal character—incorporating imagery of the marina, lighthouse, historic downtown, and other iconic elements. With this proven technology stack, LAZ delivers a scalable solution that enhances operational efficiency, supports tourism and business turnover, and reflects the City's commitment to innovation and hospitality.

ABOUT FLOWBIRD

Flowbird is the largest provider of smart on-street parking solutions in the world. With more than 1,300 employees around the globe, the company has an annual revenue of over $300 million. Flowbird solves smart city and smart campus challenges, going well beyond the concept of parking and has worked with LAZ Parking for years, including in several Florida communities.

Proprietary Mobile Solutions

For many clients, we develop and implement a LAZ Parking mobile application, which takes mobile payments and provides critical user information such as parking occupancy and availability. We also have solutions to provide online payment options and touchless solutions.



We can use **LAZgo**, our proprietary technology for electronic validations and coupon programs, to provide your customers with quick, convenient and cashless parking as easily as sending a text.

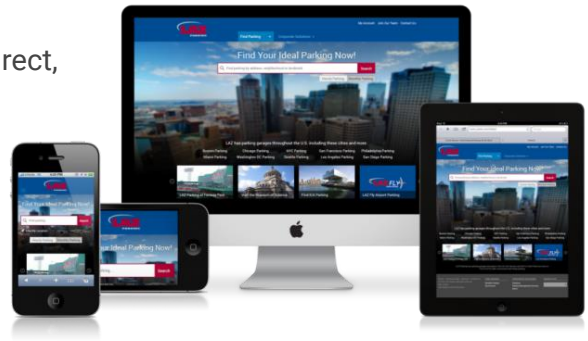
LAZGO ECOMMERCE

LAZ Parking has built a powerful parking reservation system that allows parkers to search, view and pay for parking online, via phone, tablet or desktop. With LAZgo, your residents and visitors can find and pay for parking right from their phones.



This suite of solutions provides powerful and secure mobile, web and app-based search and payments for ungated and gated locations. Capabilities include:

- LAZ PARKING APP. The LAZ Parking app is free to download from the Apple or Android store and gives our customers the fastest, simplest and most secure way to get guaranteed parking at the best, direct prices.
- TEXT TO PARK. Text to Park is a quick, convenient cashless parking experience. At un-gated locations, the customer simply sends a text to start their session. No attendants, no cash, no kiosks, not even an app. They get a customizable return text, and their stay is checked by license plate.
- WEB WIDGET. The LAZ Parking web widget is a simple, small and powerful add-on that turns virtually any website or app into an online sales driver for your parking spaces. This solution is fast, secure and direct, with no third party required.
- PAY AS YOU GO. Customers scan in and out with their phone or license plate and we take care of everything else. Their registered payment method is only charged for the time they park. Our use of ticketless, touchless digital payments offers ultimate flexibility and convenience.

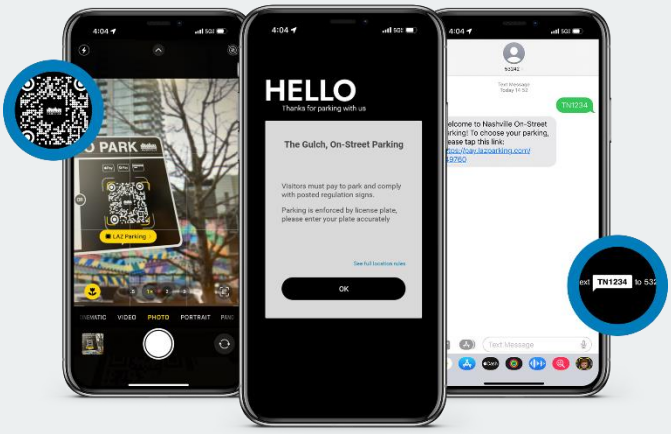


CASE STUDY: **Customized Smart Parking for Nashville, Tennessee**

In 2022, LAZ Parking was awarded to provide a comprehensive Smart Parking solution for the City of Nashville, Tennessee. This solution uses a nearly identical approach to what we've proposed for The City of Destin, included a custom-branded technology solution using Flowbird pay stations and LAZ Parking's eCommerce platform for app-based parking and customer support.

Examples of these solutions are shown below. We will work closely with The City of Destin to develop and implement these same customized solutions for your program.





Snap or Text to Park

Simple QR code to start, or text with custom message ● No forced app download or account sign-up ● Customized branding

Multiple Digital Payment Options

Apple Pay & Google Pay compatible ● Easy to use for all customers ● Fast & simple checkout ● Easily extend time



Pay Station Integration

Pay by Plate, Pay by Space, Pay & Display ● Text message with purchase receipt & expiration reminders ● Easy to use payment portal

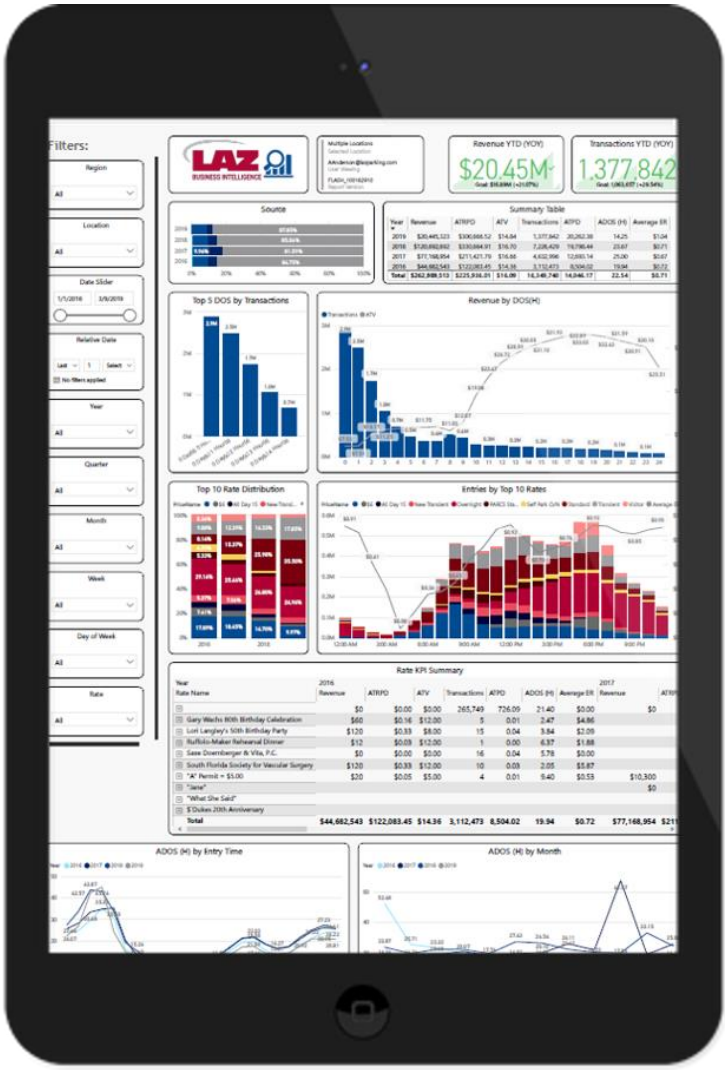
Business Intelligence

Our LAZ Business Intelligence program will provide unique data visualization, keeping you constantly aware of your facilities and operations. **We offer free development of this program and no licensing fees for the first six months. Future costs would be based on The City of Destin's desired requirements.**

HOW "LAZ BI" WORKS

LAZ Business Intelligence takes the guesswork out of parking management by turning mountains of disconnected raw data into actionable business insights. Built in-house on the Microsoft Power BI enterprise platform by our data analytics team, LAZ BI maximizes the value of your data to make decisions smarter and faster.

This infinitely customizable solution provides a single view of the most critical data points that drive a parking business. By creating KPIs, users can monitor locations as a group or as a single entity in real time, and drill-down from high-level to granular views. We provide the ability to dissect the data down to individual transactions, or even export the data.



As a result, strategic, data-driven decisions can be made with regards to how to best manage parking operations and drive revenues to the bottom line.

LAZ BI aggregates billions of records from hundreds of integration points. From every transaction at all brands of parking revenue equipment to the specific mix of customer types entering and exiting your location. It tracks occupancy, compliance and customer interactions and analyzes the metrics and performance of how we're doing on customer service. It delivers a complete eCommerce and mobility picture, both direct and from 3rd party retailers. And it builds in external factors like weather and seasonal tourism, making it perfect for the needs of this system.

BENEFITS WITH LAZ BI

Combined with decades of municipal operating expertise, LAZ BI delivers the ultimate mix of customer service and maximized profits, so you can trust more than just your gut. With LAZ BI, you'll have the power of knowing what's driving your business, right at your fingertips.

Some benefits of LAZ BI include:

- Data at your fingertips, on any device, from a single source
- Real-time occupancy reports by location
- Predict busiest and slowest times, then adjust pricing and resources as needed
- Make strategic pricing decisions to maximize revenue by location
- Identify the frequency of individual users
- View rich visualizations in the form of graphs, simplifying data from complex sources
- Visualize occupancy levels by time to identify potential revenue opportunities
- Enforcement data to identify problem areas and staffing needs
- Unmatched insight into customer concerns and location management
- Advanced Analytics with industry-leading Predictive/Forecasting Analytics
- First of its kind dynamic Revenue and Yield Management Optimization tool for all products, Including Transient and Pre-Booking products
- Full security built in at the named user's level
- Dedicated on-going product and price management support
- Dedicated account management including initial and ongoing training and technical support

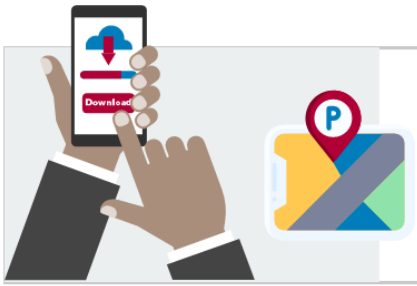
Across the country, we have used LAZ BI to help our customers streamline their parking operations, increase revenue, and increase customer satisfaction through the power of data. We look forward to discussing this solution with the City of Destin in greater detail.





The City of Destin Customer Experience

Please see below for a visual illustration of our proposed solution that depicts the entire customer experience proposed for the City of Destin. This includes everything from looking for, acquiring, and paying for a parking space, adding time to a parking/meter space through a mobile app, receiving any communication after parking a vehicle, to inquiring, disputing or paying for a fine. We look forward to fine-tuning our program in collaboration with the City of Destin as this process progresses.



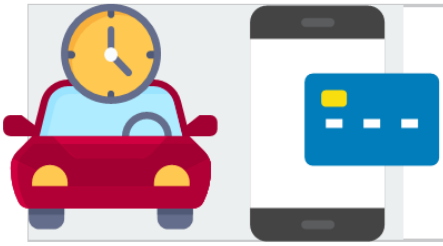
Looking for & acquiring parking

Customers use a mobile application for searching for available spaces and wayfinding.

Paying for a parking space

Customers securely pay for parking using the Flowbird application and/or pay station.





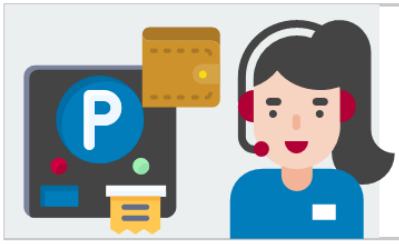
Adding time to parking meter/space

Customers can add time to their parking space through a mobile app.

Post-parking alerts

After parking a vehicle, customers receive communications via text message regarding their space and time remaining.





Inquiring, disputing & paying fines

Customers can pay online, in-person or at the parking meter. They can also request an initial review, request a hearing and/or view photos of their parking citation or track its status.



References

As a well-established parking management provider, LAZ Parking has extensive experience in providing innovative and effective parking solutions to cities and municipalities across the country. Here, we have highlighted some of our similar partners and the success we've had meeting their specific needs.

Key Takeaways

- **Several successful municipal parking programs throughout Florida**, many with matching needs and goals to your own
- **Proven solutions** for enforcement, automation, garage construction, special events and more
- Experience providing **shuttle and trolly programs** for communities in Florida similar to Destin
- **Dozens more municipal references** willing to speak on our behalf

City of Arvada, Colorado

Since 2016, LAZ Parking has provided turnkey parking management services for the City of Arvada, Colorado. This includes their on-street parking enforcement program and a residential and business parking permit program. We are also assisting the city if planning for a 600-space garage to serve their downtown.

In 2016, LAZ Parking was hired by the City of Arvada, Colorado, to develop a parking management plan and provide parking administration for the Olde Town Historic District. Just a few miles outside of Downtown Denver, Arvada is home to over 100,000 residents. The Olde Town District is the heart and soul of the city.

As part of our parking management plan, LAZ Parking began working with the City to implement paid parking in the Olde Town District and within the Downtown Transit Parking Garage. We have developed recommendations and implemented an employee permit program and a revised Parking Enforcement Program. We have also developed a technology plan for the city for the proper management of the on and off-street parking systems.

PERMITS & ENFORCEMENT: Current operations include enforcing the on-street timed parking limits by utilizing mobile LPR technology, working with the local police department to report any suspicious or dangerous discoveries, doing due diligence on the new structure by tracking occupancies and users. LAZ Parking also issues, maintains, and tracks parking permits in the downtown district.

GARAGE PLANNING & DEVELOPMENT: LAZ has also been involved in the planning the operations of the City's new 600 space garage that is co-owned with the Regional Transportation District (RTD) and will service residents and transit riders alike.



Contact
Derek Fern
Parking Coordinator

Address
8101 Ralston Rd
Arvada, CO 80002

Phone / Email
(720) 402-4571
dfern@arvada.org

Technology & Equipment
Genetec LPR, Passport, T2

Service Type
On- & Off-Street Smart Parking, Garage

Total Spaces
850

Years Served
2016 – Current

Payment Solutions
App, Card, Meter, Permit, Phone

City of Coral Gables, Florida

We currently manage parking for the City of Coral Gables' five garages. The garages serve high-end restaurants and businesses, and LAZ Parking provides five-star customer service and is involved in building a new garage that will open in 2023.

In 2016, LAZ Parking was selected to manage parking operations for the City of Coral Gable's five parking garages. Coral Gables, Florida is in Miami-Dade County. The affluent city and its parking locations cater to high-end restaurants, retail businesses, residential and Class A buildings. LAZ Parking's ambassadors and maintenance team members have influenced visitors' parking experience through five-star customer service including implementation of the LAZ Parking Customer Care Center and valet services. We've also focused on improving cleaning and maintenance programs around locations to ensure a safe and healthy community.



NEW GARAGE CONSULTING: LAZ Parking's local team is actively involved in providing consulting services to Coral Gables for a new parking garage scheduled to open in the winter of 2023.

CONTINUED SUCCESS: In 2022, LAZ Parking renewed their contract for another four years. LAZ Parking will continue to manage the off-street parking facilities and the city's unified valet parking program with four locations on Miracle Mile in the central business district.

Contact
John S. Kowalchik
Assistant Parking Director

Address
515 South Dixie Highway
Coral Gables, Florida 33146

Phone / Email
(305) 460-5330
jkowalchik@coralgables.com

Equipment & Technology
Flowbird Meters, ParkMobile, WPS Parking

Service Type
LAZ Customer Care Center, Off-Street, Valet

Total Spaces
1,773

Years Served
2016 - Current

Payment Solutions
Pay-By-Phone

City of South Miami, Florida

LAZ Parking manages parking for the City of South Miami, including one garage and four surface lots, as well as enforces on-street parking. Since 2006, we've improved operations and customer experience through efficient enforcement, renewed our contract three times and streamlined the parking process with technology and automation.

In 2006, the City of South Miami selected LAZ Parking to oversee operations of its parking assets that serve retail businesses, residential and offices. LAZ Parking operates 1 garage, 4 surface lots, enforcement and on-street parking enforcement. LAZ Parking has been able to improve operations, maximize revenue potential, and enhance the customer experience by establishing an efficient and effective parking enforcement program. LAZ Parking local team has been instrumental in managing complex parking operations and enforcement programs on behalf of municipalities. Through automation, technology, innovative enforcement and close communication with the City and our management team has been able to renew contract through the bidding process 3 times and is currently contracted through 2025.



CITATION MANAGEMENT. In addition to the daily management of the on-street and off-street parking system, we are responsible for the comprehensive management of the City of parking citation system. This turnkey parking citation management program uses only LAZ employees.

AUTOMATION & INNOVATION. Our focus is on implementing automation to streamline processes for our customers, our staff, and our clients, so that user convenience translates to more positive parking experiences. We create additional value for our clients by partnering with them to share the benefits of our technological innovations.

Contact
Alfredo Riverol
CFO

Address
6130 Sunset Drive
South Miami, FL 33143

Phone / Email
(305) 663-6343
ariverol@southmiamifl.gov

Equipment & Technology
T2 PARCS

Service Type
On-and-Off Street,
Meter Management

Total Spaces
1,550

Years Served
2006 - Current

Payment Solutions
Pay-By-Phone

Volusia County, Florida

LAZ Parking manages parking operations for Volusia County's convention center, including a six-story garage and two adjacent lots, and provides parking and event parking services.

LAZ Parking began its parking partnership with Volusia County, Florida in 2018. We were selected to manage parking operations of the county's convention center, the fifth largest facility in the State of Florida.



LAZ Parking provides parking and event parking services utilizing the property's six story garage and two adjacent parking lots. The parking locations serve local hotels and daily beach and restaurant parkers.

MAJOR SPECIAL EVENTS. During major events such as the Daytona 500 and Bike Week, LAZ Parking increases its staff by over a dozen employees to manage the volume of traffic and operations. In total, LAZ Parking manages over 1,500 spaces for the County. We partner with technology provider TIBA for PARCS hardware and software.

Contact
Tim Riddle
Director

Address
101 North Atlantic Ave
Daytona Beach, FL 32118

Phone / Email
(386) 254-4514
triddle@oceancentre.com

Equipment & Technology
TIBA

Service Type
Garages, Surface Lots

Total Spaces
1,550

Years Served
2018 – Current

Payment Solutions
Credit Card



Project Budget & Cost

LAZ Parking's proposed budget and flexible pricing models will provide The City of Destin with an innovative and sustainable parking system that meets the needs of today and prepares you for the future.

Key Takeaways

- **Competitive pricing model** for a flexible turnkey service
- Use of our national buying power to receive **preferred vendor pricing** for all needed equipment, technology and integrations
- System enhancement costs can be **amortized by LAZ Parking for up to 60 months** for unique payment flexibility
- **Phased-in technology and services** throughout the contract to meet budgeting needs
- Exceptional financial strength, with a **$175 million revolving credit line** with JPMorgan Chase

Proposed Budget

Our proposed budget for this project is included under **Tab 2 – Bid Form (Exhibit A)**. While this submission reflects our current understanding of the City's operational needs and service priorities, it is LAZ Parking's intent to collaborate closely with the City of Destin to refine the budget as needed, ensuring alignment with the City's strategic objectives, available funding, and any budgetary constraints or preferences.

Financial Strength & Stability

Our strong balance sheet lets us stand ready to invest in new parking management systems and capital expenditure for this project. We have significant working capital through a $175 million syndicated revolving credit facility provided by JPMorgan Chase Bank, N.A. Our long-term vendor relationships and buying power also provide cost savings.

Now and in the years ahead, LAZ Parking will serve you as a stable and reliable provider. We believe our extensive experience, combined with our operational efficiency and commitment to excellence, make us the ideal choice for this project. We're happy to provide any additional information you may require, including those listed below.

Expedited Financial Documents

With a strong presence in the industry, LAZ Parking is considered the second largest and fastest growing parking company in the country. Prior to execution of any agreement, we will provide the City with copies of any relevant financial documents to ensure performance of the project, including:

- Audited financial statements
- Properly recorded surety bonds
- Letters of Credit
- Parent-company guarantees
- Lender guarantees
- Equity partner guarantees

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

JUNE 16, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made as a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

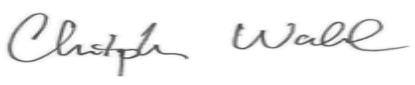
Due to the Juneteenth Holiday falling the original bid opening date, the bid opening date/time is hereby revised to <u>June 26, 2025 at 2:00 PM (CT).</u>

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:

Chris Walsh
_____
Print Name


_____
Signature

6-20-2025
_____
Date

Mobile Smart City



REQUEST FOR PROPOSAL

COMPREHENSIVE PAID PARKING SOLUTION

Prepared for:

CITY OF DESTIN

Firm Information
Mobile Smart City Corp
100 Southeast Third Avenue 10th Floor
Fort Lauderdale, FL 33394
O: 1-844-726-4644 FEIN: 81-0786651

Submitted By
John Incandela, Chief Executive Officer
P: 754-223-6202 E: Jincandela@mobilesmart.city

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pango
a Mobile Smart City Company
Zone #
15300
Parking Available
24 Hours a Day
7 Days a Week
Download Pango App
1 (877) 697-2646
www.myPango.com

LETTER OF INTEREST

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

June 24, 2025

Subject: Letter of Interest – RFP 25-08-PW: Comprehensive Paid Parking Solution

Dear City Clerk and Selection Committee,

Mobile Smart City Corp is pleased to submit our proposal in response to RFP 25-08-PW for a Comprehensive Paid Parking Solution for the City of Destin. We are enthusiastic about the opportunity to partner with your city in delivering a modern, intelligent, and user-centric parking system tailored to meet both your current needs and long-term objectives.

As an industry leader in smart parking and enforcement technologies, our company specializes in delivering integrated solutions that simplify operations, enhance the driver experience, and improve revenue performance. Our proposed solution includes the Pango Mobile Parking Payment Application, a secure and intuitive platform for mobile payments; Zeus Enforcement Software, a robust LPR-powered enforcement system; and multi-space parking meters that ensure equitable access for all users, including those who prefer or require on-site payment options.

What sets Mobile Smart City apart is our commitment to innovation and partnership. We offer:

We are confident that our Pango Mobile Application fully aligns with the Village's vision by offering:

- ☑ A hybrid system combining mobile-first payments with user-friendly multi-space pay stations to ensure convenience and equity.
- ☑ Seamless enforcement with Zeus, powered by real-time LPR and integrated citation management.
- ☑ A cloud-based platform for ease of management, scalability, and minimal IT burden on the City.
- ☑ A strong track record of success with over 120 municipal partners, including coastal cities with similar visitor patterns and infrastructure needs..

How Pango Delivers on the City's Requirements:

1. Fully Integrated Parking Platform
Pango is a 100% in-house, modular ecosystem that unifies mobile payment, permit issuance, citation enforcement, and Pay-by-Text options under a single backend—ensuring seamless interoperability, reduced administrative overhead, and reliable system performance.

2. Fast, Phased Implementation
We commit to full deployment within 30–60 days of award. Our proven onboarding model has successfully launched in high-demand cities such as Mount Vernon, NY, and Bronxville, NY, with live zone testing, staff training, and public marketing coordinated in a streamlined rollout.

3. Resident-Focused Permit Management

Our solution supports online application, document submission, and approval workflows for four distinct monthly permit types—Residential, Workforce, Tradesperson, and Caregiver—ensuring regulatory compliance and operational efficiency.

4. User-Friendly Design & Accessibility

Residents and visitors can engage with Pango via mobile app, web portal, Pay-by-Text, QR code, or IVR (interactive voice response). The platform supports multiple languages, multiple vehicles, secure wallets, guest checkout, and customizable notifications—creating a truly inclusive experience.

5. Compliance & Security

We adhere to all PCI-DSS requirements, employ end-to-end encryption for transactions and data, and offer scalable AWS-hosted infrastructure with 99.9% uptime guarantees backed by SLAs.

FIRM INFORMATION	Mobile Smart City Corp 100 Southeast Third Avenue 10Th Floor Fort Lauderdale, FL 33394 P 1-844-726-4644 | F 1-410-809-2701 FEIN – 81-0786651 | www.mypango.com
AUTHORIZED CONTACT AND PROJECT MANAGER:	John Incandela, Chief Executive Officer 100 Southeast Third Avenue 10Th Floor Fort Lauderdale, FL 33394 P 1-754-223-6202 | Jincandela@mobilesmart.city

Commitment to Performance

We understand the unique characteristics of Destin's Harbor and Beach Parking Districts and are confident that our blend of mobile technology, multi-space meters, strategic signage, and responsive customer support will deliver a transformative parking experience for residents and visitors alike.

Thank you for the opportunity to participate in this forward-thinking initiative. We look forward to the possibility of working with the City of Destin to create a comprehensive parking ecosystem that meets today's needs while preparing for tomorrow's challenges.

Regards;



John Incandela
Chief Executive Officer
Mobile Smart City Corp
Tel: (985) 237-4593
Fax: (410) 809-2701
Jincandela@mobilesmart.city

TAB 2: FORMS & DISCLOSURES:

ATTACHED TO THE FOLLOWING PAGES

1-844-726-4644
www.mypango.com

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: MOBILE SMART CITY CORP

Address: 100 Southeast Third Avenue 10th Floor

City & State: Fort Lauderdale, FL Zip Code: 33394

Telephone: ( ) :1-844-726-4644 Fax: ( ) :1-844-726-4644

E-mail: Jincandela@mobilesmart.city

Number of Years in Business: 8 Contact Name John Incandela

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
	1) Merchant Fee (flat)	N/A
	2) Merchant Fee Percentage	16%
	3) Transaction Fee	Included
	4) Merchant Processing Fee	Included
	5) Other Fees (List), list additional items on a separate sheet	
	a. Zeus Enforcement System	$1,250.00 / Per Month
	b. Ticket Pay	10%
	c. Handhelds	TBD
	d. LPR Cameras	$6,500 ea

Bidder Initial: JI

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	Signage	50% / 50% Share
b.		
c.		
d.		
e.		

3. Please list any additional items not previously addressed above: (use additional sheets as required)

LG1	$ 8,950.00
N42	$ 8,750.00
Multi space parking meter - Solar , CC Only (if Needed)	$ 8,564.75
Parking Meter Monthly Service Fee	$ 75.00
	$
	$

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

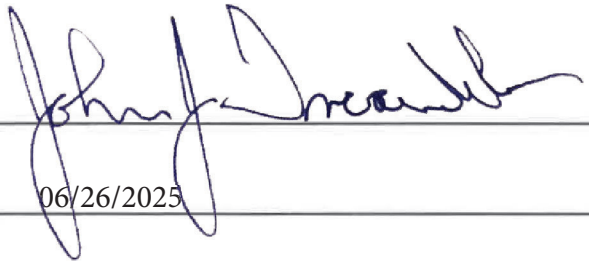
PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: John Incandela
(Print or Type)

Signature: 

Date of Bid: 06/26/2025

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT B

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:
Name: John Incandela
Address: 100 Southeast Third Avenue 10th Floor
City, State, Zip: Fort Lauderdale, FL 33394
Telephone No.: 1-844-726-4644 Ext 2
Fax No.: 1-844-726-4644 Ext 2

Corporation x
Partnership ___
Individual ___
Other ___

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:
   MOBILE SMART CITY CORP

   The address of the principal place of business is:
   100 Southeast Third Avenue 10th Floor
   Fort Lauderdale, FL 33394

2. If responsive bidder is a corporation, answer the following:
   a. Date of Incorporation: 02/16/2017
   b. State of Incorporation: Florida
   c. President's name: GARMA, LUIS
   d. Vice President's name: None
   e. Secretary's name: None
   f. Treasurer's name: None
   g. Name and address of Resident Agent: GARMA, LUIS 9110 SW 69th Terrace Miami, FL 33173

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:
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?
8 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.
P17000014804

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 Tab 6 Other Supporting Documents - Key Personnel

10. State the name of the individual who will have personal supervision of the work:
John J. Incandela, CEO

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:
None

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:

		Revenue Index Number
a.	Government Related Work	8
b.	Non-Governmental Related Work	7
	Total Work (a +b):	15

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 Bank of Florida	Miami , FL	305-347-4000

16. What will be your turnaround time for written responses to City inquires?

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.

None

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) CEO

Subscribed and sworn to before me

This 24 day of June, 20 25

_____

(Notary Public Signature)

My Commission Expires: _____

END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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 25-08-PW Comprehensive Paid Parking Solution

2. This sworn statement is submitted by Mobile Smart City Corp whose business address is 100 Southeast Third Avenue, 10th Floor Fort Lauderdale, FL 33394 and (if applicable) Federal Employer Identification Number (FEIN) is 81-0786651 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John Incandela and my relationship to the entity named above is CEO

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)

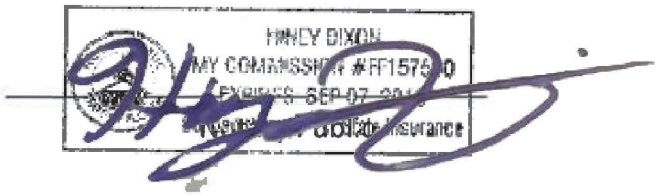
_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: 06/24/2025

(Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

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 24 day of JUNE, 2025, and is personally known to me, or has provided as identification.



My Commission expires:

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: MOBILE SMART CITY CORP

ADDRESS: 100 Southeast Third Avenue 10th Floor Fort Lauderdale, FL 33394

CITY: _____ STATE: ____ ZIP CODE: _____

TELEPHONE NUMBER: 1-844-726-4644 Ext 2

SIGNATURE: _____ DATE: 06/24/2025

NAME (TYPED OR PRINTED): John Incandela

TITLE: CEO

Bidder Initial: JI

EXHIBIT E

CITY OF DESTIN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I John Incandela (insert name) as CEO (insert title) on behalf of Mobile Smart City Corp (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Mobile Smart City Corp (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Mobile Smart City Corp (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: John Incandela

Title: CEO

Bidder Initial: JI

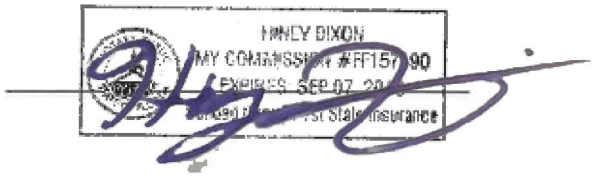
Nongovernmental entity:

Date:

STATE OF Florida

COUNTY OF Broward County

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by John Incandela as CEO on behalf of _____, who is personally known to me or who produced Driver License as identification this 24 day of June, 202 5.



Notary Public

(Notary Seal)

THIS PAGE HAS BEEN INTENTIONALLY OMITTED

TAB 3: INSURANCE & LICENSING:

ATTACHED TO THE FOLLOWING PAGES

- Proof of Required Workman's Compensation Insurance: Current and compliant.
- Proof of Required Liability Insurance: Evidence of the required coverage levels naming the City as an additional insured.
- Completed W-9 Form: Fully completed and signed.
- Copy of State License: If applicable to your service.
- Copy of City of Destin License: N/A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2025

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	CONTACT NAME: Manuel Fernandez, Jr.
International Insurance Advisors In 1110 Brickell Ave Suite 103 Miami, FL 33131 Phone (305) 371-7710 Fax (305) 371-7334	PHONE (A/C, No, Ext): (305) 371-7710 FAX (A/C, No): (305) 371-7334 E-MAIL ADDRESS: mfatila@bellsouth.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company (Chubb Group)	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Mobile Smart City Corp.
100 SE 3rd Ave., 10th Floor
Ft. Lauderdale, FL 33394

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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	Y	Y	3604-31-50-EUC	12/07/2024	12/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	Y	Y	(24) 7360-3272	12/07/2024	12/07/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	7818-07-45	12/07/2024	12/07/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Mobile parking pay stations. The County of Westchester and its boards, commissions, officers, employees and agents are included as Additional Insured.

Certificate holder is included as additional insured on a primary & con-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All of these policies include a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Westchester County
Department of Consumer Protection
148 Martine Ave.
White Plains, NY 10601

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

ACORD 25 (2016/03) QF

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MOBILE SMART CITY CORP

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 Southeast Third Avenue 10th Floor

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33394

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ – ___ – ____

or

Employer identification number
81 – 0786651

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 06/26/2025

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | MOBILE SMART CITY COF Search

Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
MOBILE SMART CITY CORP

Filing Information

Document Number	P17000014804
FEI/EIN Number	81-0786651
Date Filed	02/16/2017
Effective Date	12/04/2015
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	02/16/2017
Event Effective Date	NONE

Principal Address

100 Southeast Third Avenue
10th Floor
Fort Lauderdale, FL 33394

Changed: 04/25/2019

Mailing Address

100 Southeast Third Avenue
10th Floor
Fort Lauderdale, FL 33394

Changed: 04/25/2019

Registered Agent Name & Address

GARMA, LUIS
9110 SW 69th Terrace
Miami, FL 33173

Address Changed: 04/25/2019

Officer/Director Detail

Name & Address

TAB 4: EXPERIENCE & REFERENCES:

COMPANY OVERVIEW & INDUSTRY EXPERIENCE

Established in 2017, Mobile Smart City Corp has rapidly ascended to the forefront of the smart city innovation landscape, specializing in the development and deployment of pioneering mobile payment solutions. Our tenure in the industry has been characterized by a relentless pursuit of excellence in complex payment and parking management systems, positioning us as undisputed leaders in our domain. Our comprehensive expertise spans the design, development, implementation, and maintenance of payment systems, citation management, collections services, and more.

Uniquely distinguishing ourselves in the market, Mobile Smart City Corp is proud to be the sole provider of a mobile payment application supported by our fully integrated in-house systems. These systems include Zeus parking enforcement, multi-space parking meters, off-street PARCS systems complete with License Plate Recognition (LPR), digital permits, and reservations. This suite of solutions is seamlessly connected, reporting back to a singular, real-time management and reporting backend system, offering unparalleled efficiency and insight for urban parking management.

OVERVIEW OF PROPOSED PARKING SOLUTIONS

Pango Mobile Parking Application

The Pango app enables simple, seamless mobile payments across designated parking zones. Key capabilities include:

- Zone-Based and Geo-Fence Activation: Drivers can initiate sessions using a zone ID, QR scan, or location-based activation.
- Session Management: Users receive alerts before expiration and can extend time remotely.
- Digital Wallet Support: Accepts all major credit/debit cards and mobile wallets (Apple Pay, Google Pay).
- Real-Time Reconciliation: Daily auto-reconciliation of revenue to City of Destin accounts.
- In-App Resident Pass Verification: Residents can upload vehicle registration and receive automatic permit approval.

Multi-Space Parking Meters

To promote payment equity and accessibility, Mobile Smart City will deploy strategically placed multi-space parking meters that integrate seamlessly with the Pango mobile platform and enforcement system:

- User-Friendly Interface: Supports both license plate and zone entry; ADA compliant.
- Multiple Payment Options: Card, mobile wallet, and contactless NFC accepted.
- Real-Time Sync: Transactions are instantly synchronized with backend systems and enforcement tools.
- Maintenance & Health Monitoring: Remote diagnostics and uptime alerts ensure operational continuity.

Zeus Enforcement Software

Zeus is a web-based enforcement suite that synchronizes in real time with Pango sessions, multi-space meters, and LPR systems via our single backend:

- License Plate Recognition (LPR): Enables digital chalking, auto-flagging of violations, and real-time sync with payment data.
- Dynamic Permit Management: Supports differentiated pricing by district and auto-renews verified resident passes.
- Violation Tracking & Appeals: Provides full citation lifecycle management, including appeal submission and review tools
- Integration with DMV: Direct linkage for plate lookup, ownership validation, and registration syncing.

100% FULLY INTEGRATED SOLUTIONS

Experience unparalleled flexibility and user convenience with Mobile Smart City's 100% cloud-based solution, powered by Amazon Web Services. Our cutting-edge platform offers seamless payment options for parking and transportation services, with a range of features including Mobile Parking Payments, Parking Enforcement, and Mutispace Parking Meters. As a complete turnkey provider of parking management solutions, we offer on- and off-street mobile parking payments, automatic license plate recognition (LPR) for enforcement, permit management, mobile ticket payment, and multi-space meter capabilities.



Mobile Parking Payment App

Solution

A seamless parking solutions with Pango mobile payment application, offering all the features and functionality you need for an effortless experience.



Multi Space Parking Meters

Solution

Optimize your parking operations with the eco-friendly power of Citea, equipped with solar panels for energy-saving operation. Enjoy the flexibility to pay your parking fees with ease, using debit card.



Parking Access & Revenue Control

Solution

Elevate your parking management with a comprehensive parking access and revenue control system designed to handle your on-street and off-street garages and lots with ease.



Parking Enforcement

Solution

Empower your parking enforcement operations with the intuitive Zeus Mobile Enforcement App, offering real-time solutions at your fingertips with the device of your choice for effortless and efficient use.



Digital Permits

Solution

Simplify your permit and reservation process with Pango's innovative solution. Simply create an account on our website, and purchase your permit or reservation using your license plate information for a seamless experience



License Plate Recognition (LPR)

Solution

License Plate Recognition System (LPR). This cutting-edge technology, consisting of sophisticated software, enables your computer system to effortlessly read and process vehicle license plate numbers.



OPERATORS' BACKEND

One Single Backend

Streamline your operations with unparalleled access to all your parking data and customer transactions from a single, centralized backend. As a parking operator, you'll be empowered to manage



CUSTOMERS BACKEND

One Single Backend

Enjoy convenient access to all your parking transactions, permits, and account history with ease. As a customer, you'll have a centralized hub to manage all your parking information in one place.

ALIGNMENT WITH RFP REQUIREMENTS

Mobile Smart City Corp's integrated parking and enforcement solution has been meticulously designed to align with every objective outlined in the City of Destin's RFP. From ensuring equitable access to secure, user-friendly payment methods to deploying real-time enforcement and reporting tools, our platform not only meets but exceeds the City's expectations. Below is a detailed matrix illustrating how each RFP specification is addressed through our Pango Mobile Parking Application and Zeus Enforcement Software—ensuring a seamless, scalable, and future-ready parking experience.

RFP Requirement	How Our Solution Meets or Exceeds
A. Secure, Automated Payment Options	Tokenized mobile payments, credit/debit, and wallet support. Daily reconciliation included.
B. Self-Service And Reduced Staff Calls	In-app help, chat support, FAQ center, and multilingual assistance reduce City support burdens.
C. Minimal Manual Data Entry	Bulk import, auto-sync from DMV, and real-time permit validation minimize admin effort.
D. Reporting: Revenues & Utilization	Dashboard includes hourly usage, violation heatmaps, and exportable financial reports.
E. Real-Time Permit Access & District Pricing	Destin's Harbor and Beach areas pre-configured with custom rates and pass eligibility rules.
F. Lpr-Based Enforcement	Fully integrated LPR system for Marler Lot and mobile patrols across all districts.
G. Customer Support	24/7/365 hotline, live chat, and in-app support in English and Spanish (French available).
H. Real-Time Unpaid Session Reporting	Dashboard flags violations instantly via integrated sensor data and session sync.

PROJECT APPROACH AND TIMELINE

At Mobile Smart City Corp, we are committed to delivering a seamless, efficient implementation of the Pango Mobile Application and Zeus Enforcement in collaboration with the City. We follow an 8-phase implementation plan, optimized for municipal environments and coastal parking demands:

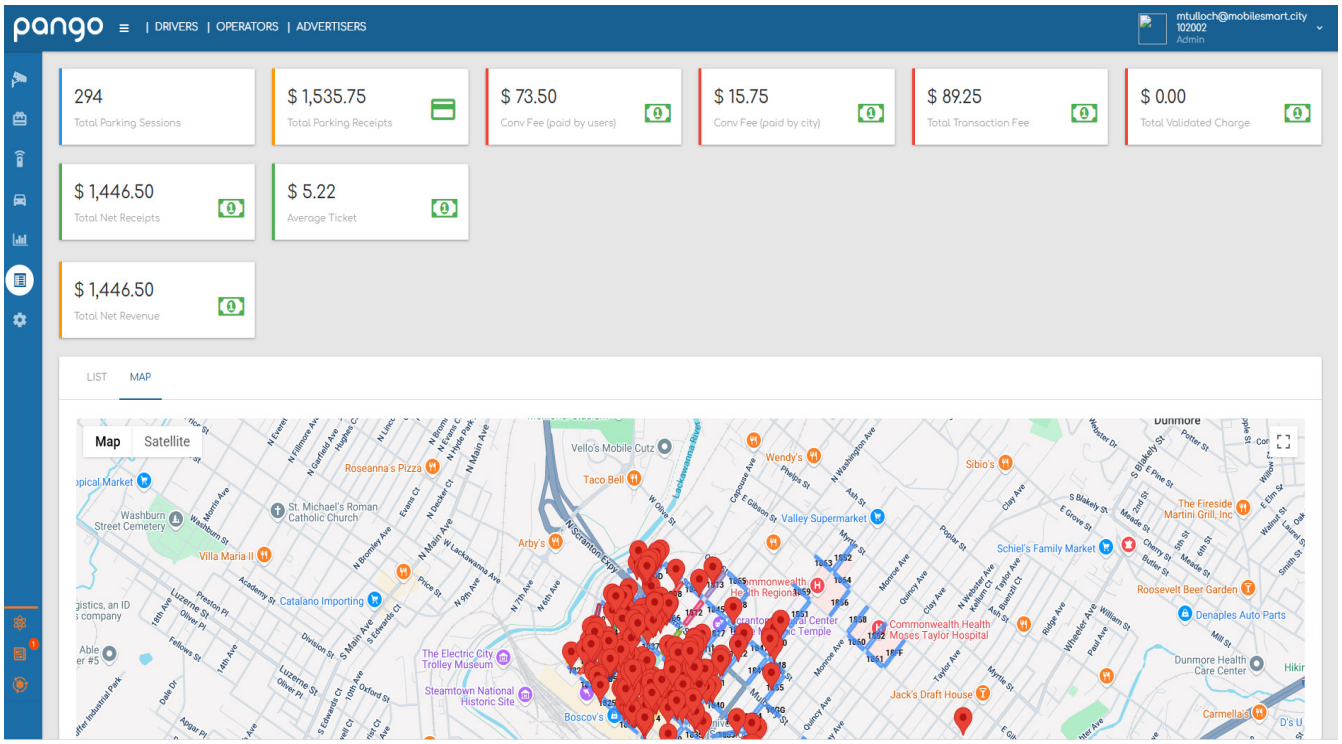
RFP Requirement	Activities	Duration
1. Kick-Off	Project scope, governance model, team alignment	1 week
2. Site Survey	Inspect lots, validate pay-station needs, signage mapping	2 weeks
3. Configuration	Zone creation, rate modeling, branding in app	3 weeks
4. Hardware Deployment	LPR setup at Marler, install signage, optional kiosk deployment	4 weeks
5. Systems Integration	Finance export setup, citation system sync, testing	2 weeks
6. Pilot Launch	Soft-launch at Harbor lots (10% capacity)	2 weeks
7. Full Deployment	City-wide go-live and training	2 weeks
8. Support & Optimization	Post-launch support, usage analysis, KPI reporting	Ongoing

OUR DIFFERENTIATORS

- **Mobile-First ROI:** Revenue starts from day one—no waiting for kiosk setup.
- **Minimal IT Burden:** Hosted in AWS GovCloud, no infrastructure required from the City.
- **Automated Permit Approval:** Fast, paperless resident pass validation with zero admin overhead.
- **Scalable Platform:** Capable of handling seasonal surges and future growth with no system degradations:

A SEAMLESS, SCALABLE SOLUTION FOR DESTIN'S PARKING FUTURE

Mobile Smart City Corp delivers an integrated, future-ready parking ecosystem designed to optimize user convenience, streamline enforcement, and enhance municipal revenue—all powered through a single backend interface. Our comprehensive approach unites Pango Mobile Payment, Zeus Enforcement, and flexible lot configurations (gateless and gated) to create a seamless parking experience for Destin residents and visitors alike.



End-to-End System Flow

Our unified solution works holistically from the moment a user begins parking to the enforcement and reporting stages:

- Smart Entry: Users enter a lot and pay via the intuitive Pango Mobile App or optional pay station.
- Flexible Permit Management: Resident and non-resident passes are easily managed within the system.
- Real-Time Enforcement: Zeus Enforcement monitors sessions with real-time updates, powered by license plate recognition (LPR) and digital chalking.
- Streamlined Admin: All systems feed into one centralized backend, simplifying operations and reporting for City staff.

MARLER STREET PARKING LOT – VERSATILE & VISIONARY

Recognizing Marler Street's unique location and strategic value, we offer two tailored deployment models to suit operational preferences and optimize user experience.



Option A: Gateless, Mobile-First Access

- 100% App-Based or Pay Station Payment: Ideal for a frictionless, low-maintenance approach.
- LPR-Centric Enforcement: Zeus Enforcement and LPR cameras monitor compliance in real time without physical barriers.
- Minimal Infrastructure Footprint: Fast to deploy and easily scalable.

Option B: Controlled Gated Access with Full Hardware Suite

- N42 Entry Terminal & LG1 Exit Terminal: Durable, high-throughput gate equipment.
- Integrated LPR Cameras: Seamless vehicle identification and enforcement automation.
- Unified with Zeus Enforcement & Pango App: A fully synchronized, automated system.

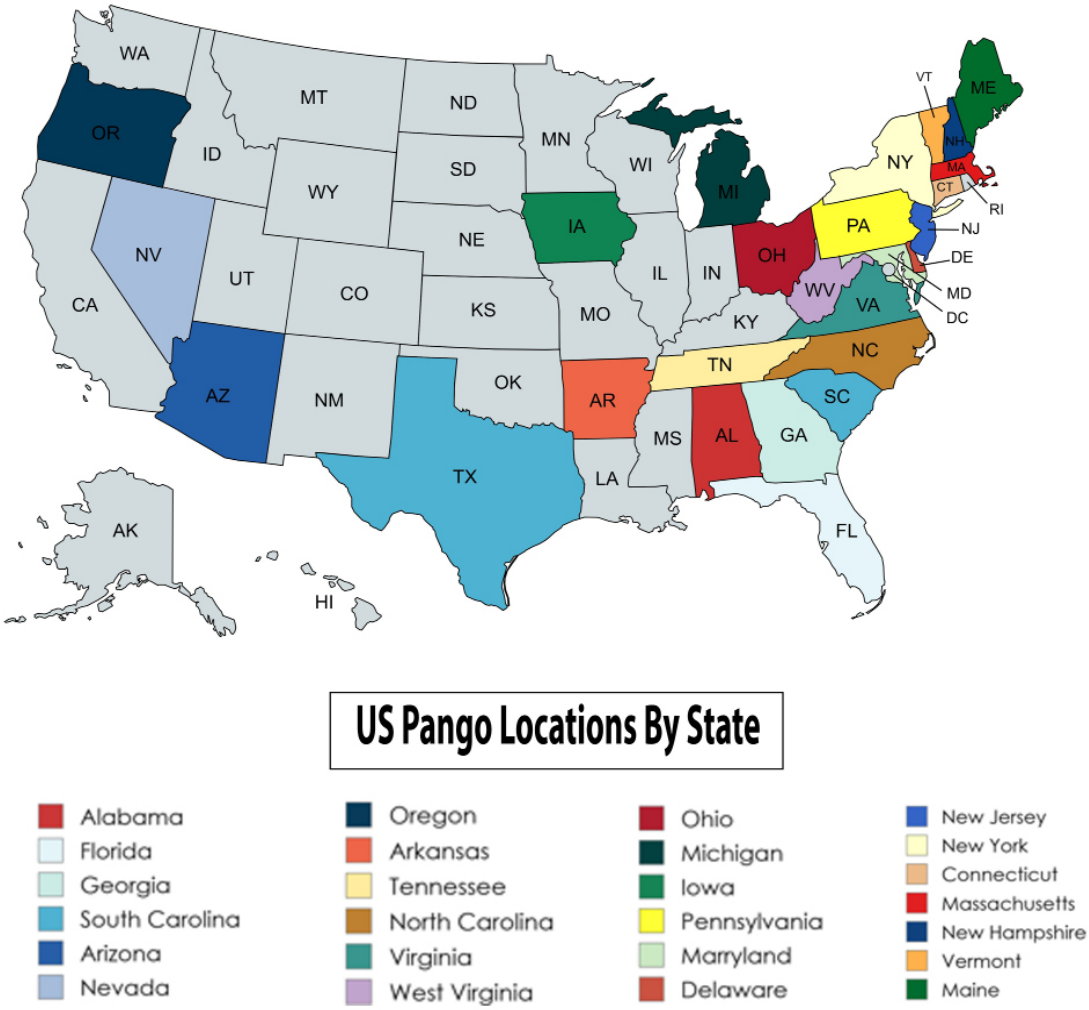
Option C: Mobile Pay Only + Zeus Enforcement – The Smartest Simplicity

Designed for speed, efficiency, and user-first simplicity, this option offers a frictionless parking experience requiring no gates or terminals, minimizing infrastructure while maximizing compliance and visibility.

- Mobile-Only Payment: All parking sessions are initiated through the Pango Mobile App—no physical pay stations or kiosks required.
- Enforced by Zeus: Our Zeus Enforcement platform ensures compliance using License Plate Recognition (LPR), real-time digital chalking, and automated citation workflows.
- Cost-Effective & Low Maintenance: Eliminates the need for costly hardware installations and maintenance while still delivering robust oversight.

REFERENCES

Our commitment to excellence and proven track record are demonstrated through successful projects completed for various municipalities across the country. In compliance with the RFP requirements, we proudly submit three references that showcase our capabilities, commitment to quality, and strong client relationships. The following references include key project details and contact information for individuals who can provide valuable insights into our performance:





REFERENCE INFORMATION

Entity Name
Village of Bronxville

Point Of Contact
Linda Thomas

Contact Info
Lthomas@vobny.com

Annual Volume
409,872 Parking Transactions / $818,037.19

SINCE 2013 | 1,350 SPACES

HOW DOES MOBILE SMART CITY HELP THE PARKING OPERATION

The Village of Bronxville Parking Department expertly operates, manages, and maintains the comprehensive parking system, consisting of a state-of-the-art indoor garage, 9 well-kept surface lots, 600 convenient on-street meters, and a variety of time-restricted areas on local streets.

MOBILE SMART CITY SOLUTIONS IMPLEMENTED



PANGO MOBILE PAY

This allows parkers to pay for the parking session using an easy and convenient mobile application or web application.



RESERVATIONS

Customers can use their mobile applications to make parking reservations at parking garages and gain easy access.



DIGITAL PERMITS

Using Pango's Permit/Reservation Solution a user will go to our website and create an account and then buy the Permit/Reservation.



ZEUS PARKING ENFORCEMENT

The Zeus Mobile Enforcement App provides clients with an easy-to-use, real-time parking enforcement solution.



REFERENCE INFORMATION

Entity Name
City of Scranton

Point Of Contact
Vito Del Vescovo

Contact Info
Vito.DelVescovo@abm.com

Annual Volume
197,048 Parking Transactions / $394,096

SINCE 2013 | 3,038 SPACES

HOW DOES MOBILE SMART CITY HELP THE PARKING OPERATION

The Cty of Scranton is expertly managed by ABM Parking Services, ensuring efficient issuance of municipal parking permits, proper functioning of parking meters, and strict enforcement of parking regulations through the issuance of summonses. In a effort to further enhance the parking experience, Mobile Smart City has teamed up with ABM to offer the cutting-edge Pango mobile payment solution.

MOBILE SMART CITY SOLUTIONS IMPLEMENTED



PANGO MOBILE PAY

This allows parkers to pay for the parking session using an easy and convenient mobile application or web application.



RESERVATIONS

Customers can use their mobile applications to make parking reservations at parking garages and gain easy access.



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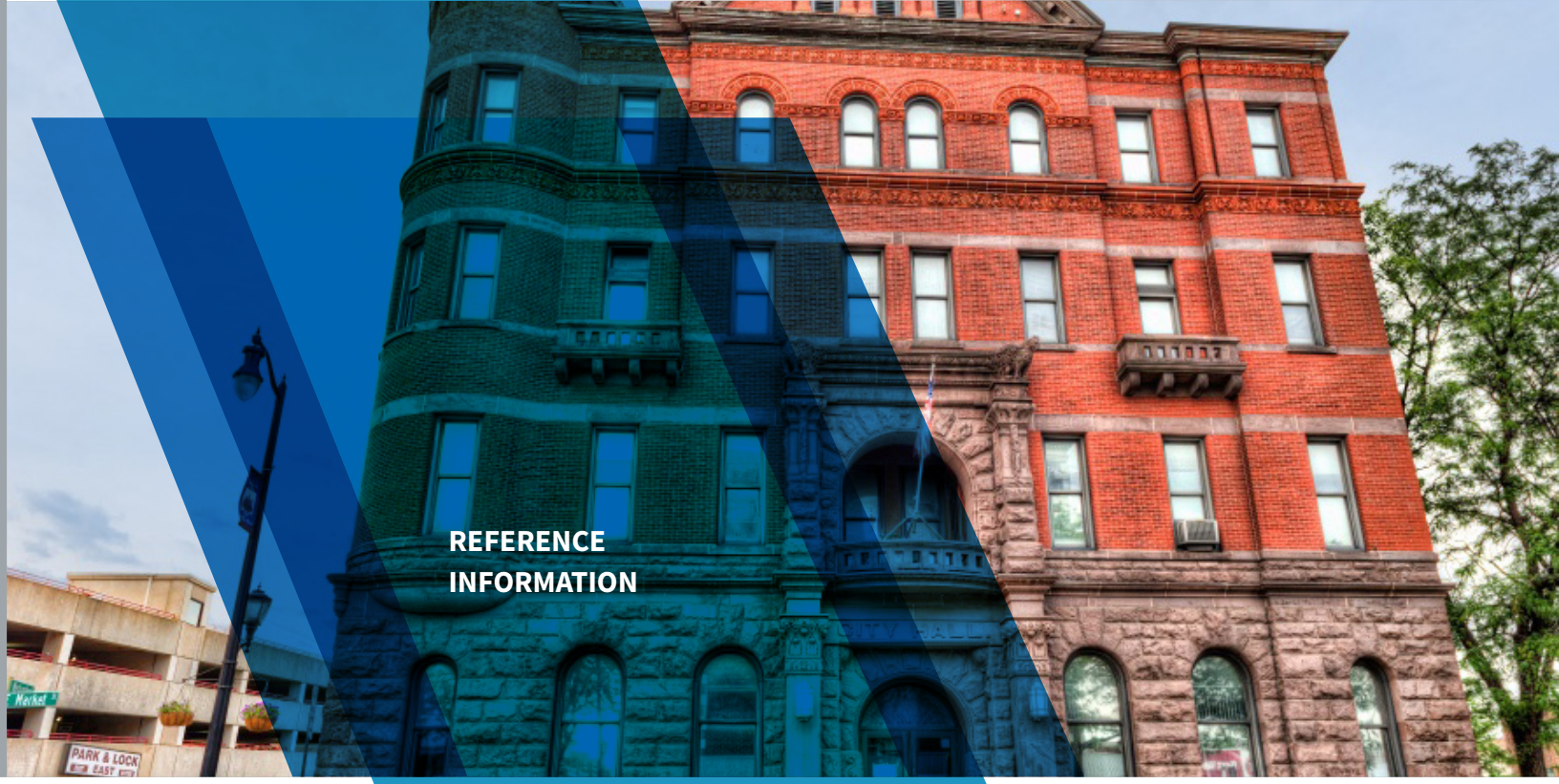
Using Pango's Permit/Reservation Solution a user will go to our website and create an account and then buy the Permit/Reservation.



REFERENCE INFORMATION

Entity Name
City of Wilkes-Barre

Point Of Contact
Rob Sliker

Contact Info
570-208-4232

Annual Volume
82,564 Parking Transactions / $248,300.55

SINCE 2008 | 450 SPACES

HOW DOES MOBILE SMART CITY HELP THE PARKING OPERATION

Mobile Smart City aids the Parking Enforcement Department in enforcing parking regulations in meter districts, timed zones, loading zones, and restricted zones. By doing so, MSC helps to ensure a seamless turnover of parking spaces.

MOBILE SMART CITY SOLUTIONS IMPLEMENTED



PANGO MOBILE PAY

This allows parkers to pay for the parking session using an easy and convenient mobile application or web application.



RESERVATIONS

Customers can use their mobile applications to make parking reservations at parking garages and gain easy access.



DIGITAL PERMITS

Using Pango's Permit/Reservation Solution a user will go to our website and create an account and then buy the Permit/Reservation.



ZEUS PARKING ENFORCEMENT

The Zeus Mobile Enforcement App provides clients with an easy-to-use, real-time parking enforcement solution.

TAB 5: ADDENDA:

ADDENDA ATTACHED TO THE FOLLOWING PAGES

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

JUNE 16, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made as a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

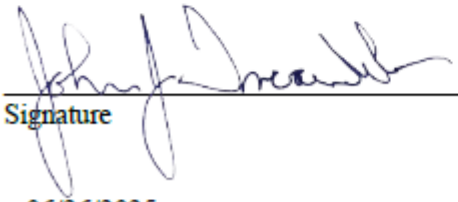
Due to the Juneteenth Holiday falling the original bid opening date, the bid opening date/time is hereby revised to June 26, 2025 at 2:00 PM (CT).

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:

John Incandela
Print Name


Signature

06/26/2025
Date

1

TAB 6: OTHER SUPPORTING DOCUMENTS:

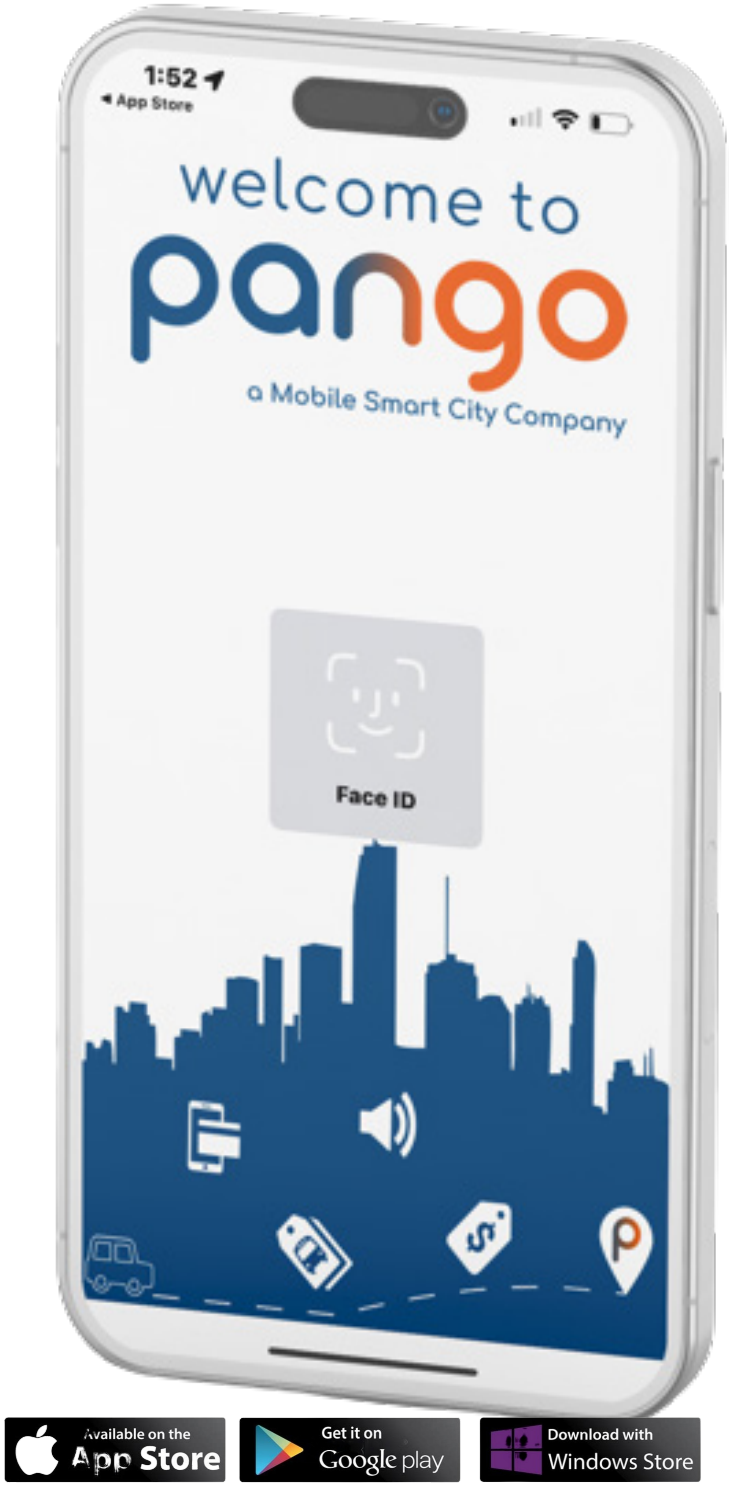
Seamless Mobility — Powered by Pango

Mobile Smart City Corp brings a track record of innovation and reliability in the smart mobility space, and our flagship solution — Pango — is designed to meet the City of Hollywood's vision for a centralized, intuitive, and secure mobile parking ecosystem.

Pango is a modular, cloud-based platform that consolidates diverse parking services into one unified experience for users while enabling deep integration with existing municipal systems. This section outlines our approach to delivering each required feature — not just as a checklist, but as a catalyst for improved service delivery, increased compliance, and enhanced user satisfaction.

A Few Key Features

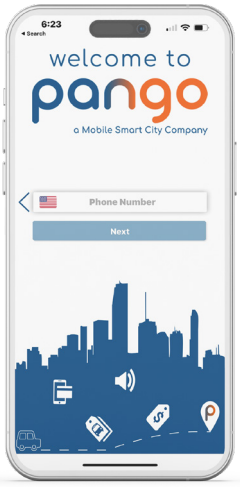
Extend Your Parking	With our app, you can extend your parking session effortlessly while on-the-go, without fretting about your meter. Parkers have multiple extension options and can receive notifications through various channels such as email, text, or in-app alerts.
Park Multiple Vehicles	Introducing a new feature, where users can park up to four vehicles simultaneously through their account. Keep track of each parking session effortlessly as the app meticulously logs and displays all activities on your dashboard.
Geo Fencing	Our app streamlines the parking process by automatically detecting available spaces and corresponding zone numbers. The driver is then prompted to initiate a parking session, which can be started with a single touch.



The Pango Application is available as a free download in all the App Stores

USER EXPERIENCE

At Mobile Smart City Corp., we believe that the parking experience should be intuitive, inclusive, and transparent from the very first interaction. Our Pango Mobile Parking Payment Application is designed with universal accessibility, multi-platform compatibility, and user-first design at its core—while offering the City full control over visual identity and configuration.

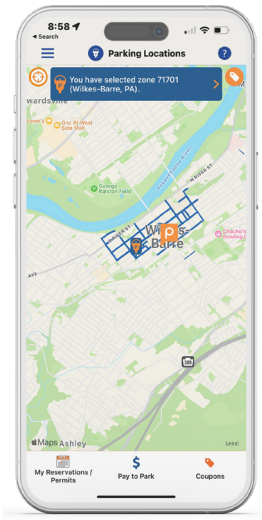


Platform Requirements: Access Anytime, Anywhere
Pango ensures frictionless access across all major platforms:

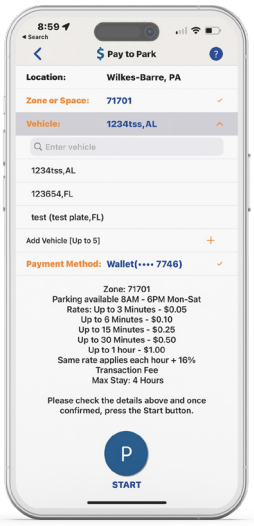
- **iOS App Store** – Fully optimized for iPhones and iPads, compatible with the latest and legacy versions (iOS 12 and above).
- **Android Google Play** – Compatible with all major Android devices running Android 7.0 and above.
- **Web-Based Portal** – Users can access the full feature set via Chrome, Safari, Firefox, and Edge, with responsive design for both desktop and mobile browsers.

SCREENSHOTS & DEMO ACCESS

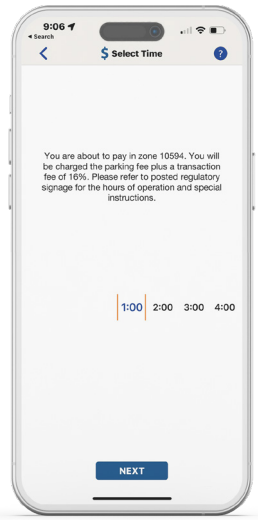
- **Screenshots** below to demonstrate key user workflows: starting a session, selecting a zone, selecting vehicle/payment option and reviewing transaction history.
- **Demo Access** is available upon request for evaluators to explore a live version of the Pango app in sandbox mode. Credentials and instructions can be provided securely through the City's evaluation team.



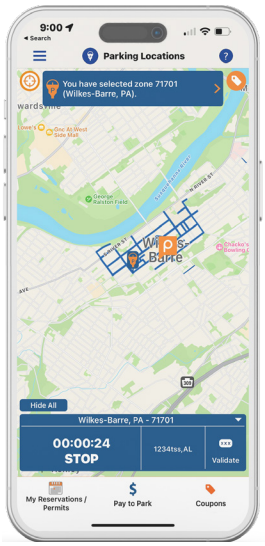
Home Screen Map
You can select your desired parking location from the map or input the zone number.



Parking Session Information
You can modify your vehicle plate information or payment method by reviewing and editing them.



Amount of Time To Park
Pick the amount of time you want to park for. This time can be extended later.

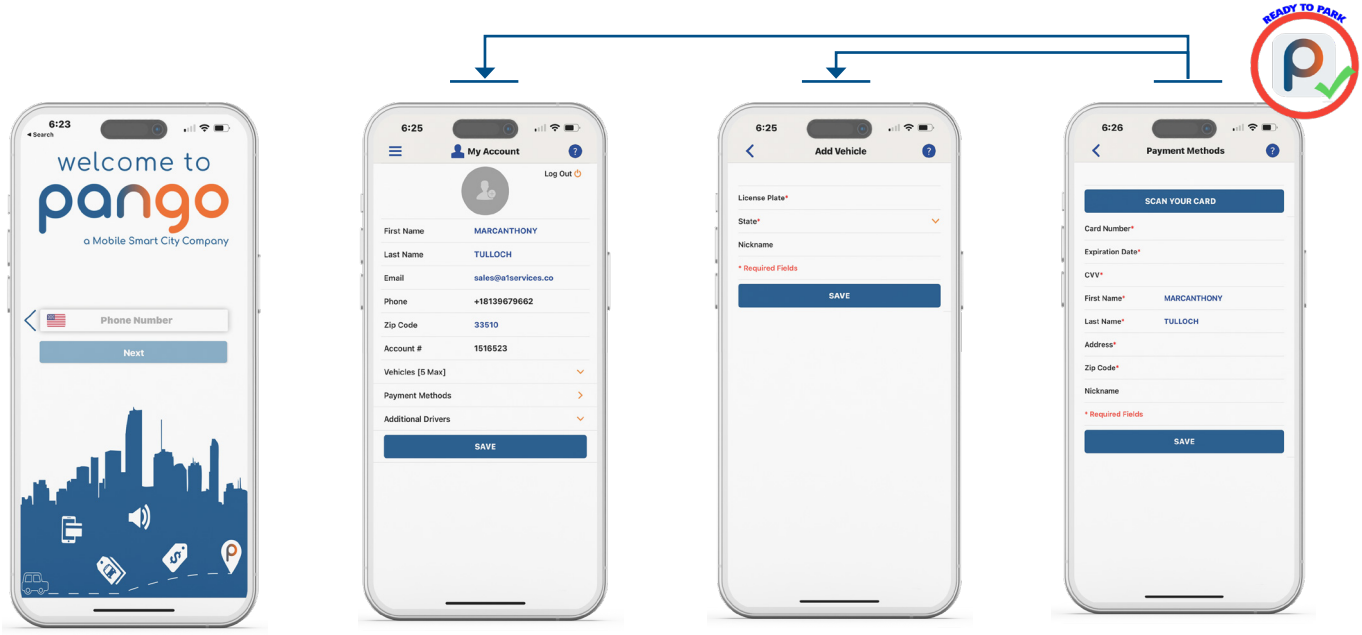


Active Parking Session
Your parking session is now active and visible on the main map, giving you the option to stop or extend it if necessary.

USER REGISTRATION AND LOGIN

Thank you for considering Pango as your parking solution provider. We understand the importance of providing a seamless and convenient user experience, which is why we've made registering with Pango fast, easy, and hassle-free.

Our registration process is designed to be simple and straightforward, with just a few easy steps to get started. First, you'll enter your contact information, allowing us to communicate with you as needed. Next, you'll provide your license plate details, ensuring that your parking sessions are accurately recorded. Finally, you'll choose your preferred method of payment, which includes credit card, Pango wallet, or student account. With these few easy steps, you'll be ready to



Home Screen
To begin the account registration process, simply enter your mobile number. You'll Recieve a 4 digital verification code.

Account Information
Simply provide your contact information, including your name and email addres where we will send your receipts.

Vehicle Information
Enter your vehicle's license plate information. You can easily add up to five vehicles to your account.

Payment Information
Enter your preferred payment information, which can be a credit card, Pango Wallet, or Student card.

OTHER WAYS TO REGISTER FOR PANGO

At Pango, we are committed to providing a user-friendly experience, and our registration process is just one example of our dedication to delivering exceptional service. So we offer serveral other ways to register for Pango including going thru our Website www.mypango.com , or calling our 24 / 7 Call Center.

Website — Follow The Same Process Through The Website

Call Center — Call Our Call Center and We Will Register You In Minutes.

REAL-TIME NOTIFICATIONS

The Pango Parking App is engineered to enhance user convenience and compliance through a sophisticated notification and alert system. This feature not only improves the parking experience but also aids in traffic management and the optimal utilization of parking spaces. Here's how we plan to implement this feature for the University:

Notification Types

1. Push Notifications:

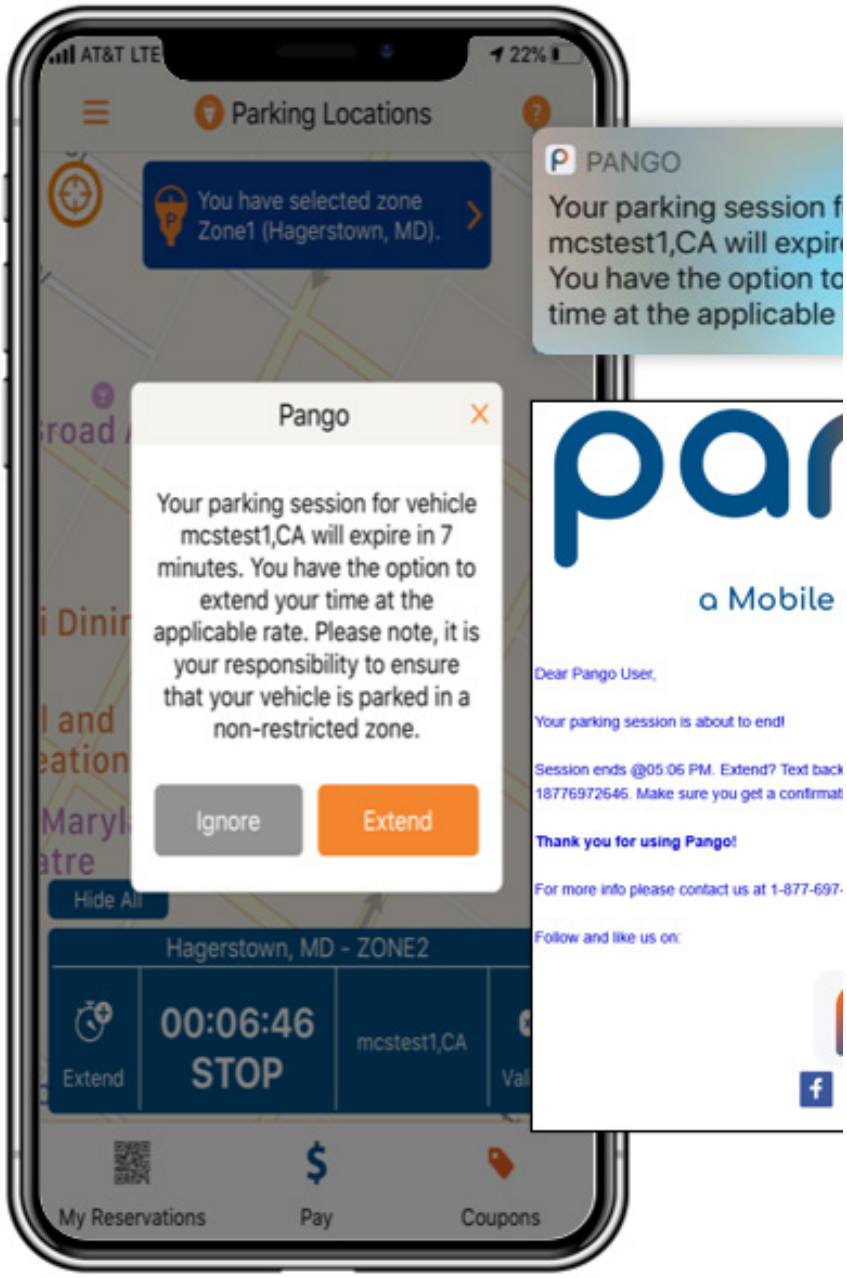
Functionality: The app sends real-time push notifi
to remind users of impending parking expiration.
feature is particularly useful for users who might l
ping, dining, or engaged in meetings within Unive

2. SMS Alerts:

Functionality: For users who prefer not to use sm
notifications or have limited access to internet ser
SMS alerts provide a reliable alternative. The SMS
sends a text message alert directly to the user's pl
with the same reminders as push notifications.

3. Email Alerts:

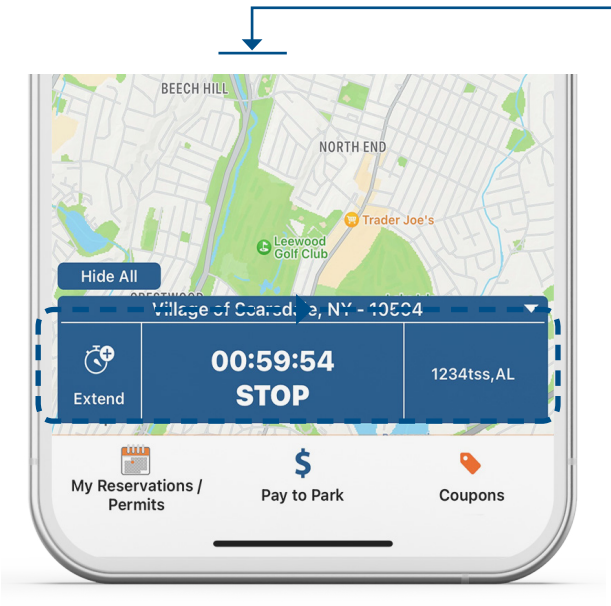
Functionality: Email notifications serve as an addit
layer of reminder for users. These are particularly
for corporate accounts or users who manage mul
vehicles, providing a summary of parking duratior
impending expirations.



TIME EXTENSIONS

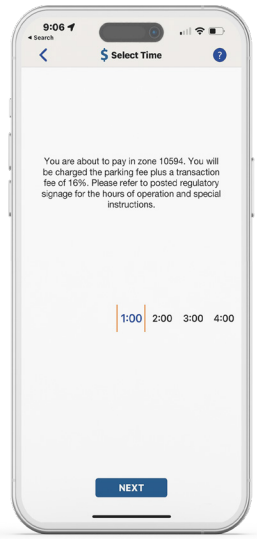
With the Pango application, extending your parking session is quick and easy. Simply open the app, select the active parking session, and tap the “Extend” button. From there, you can choose the desired amount of additional time and confirm the extension. No need to run back to your vehicle or worry about parking fines - with Pango, you can extend your parking session from the comfort of your phone.

The ability for users to extend their parking, as well as the time limit for such extensions, is entirely at the discretion of the parking operator. Through the Pango backend, custom rules can be programmed based on a variety of factors, including user groups, parking zones, individual spaces, and specific time periods. This allows for a high degree of flexibility and customization to meet the needs of any parking operation.



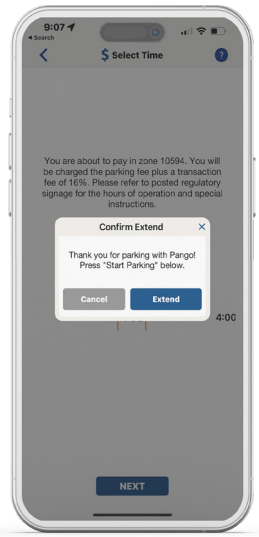
Home Screen Map

Should the option to extend be available, users will notice the presence of an “Extend” button adjacent to their current parking session within the Pango application.



Amount of Time To Park

Pick the amount of time you want to extend for.

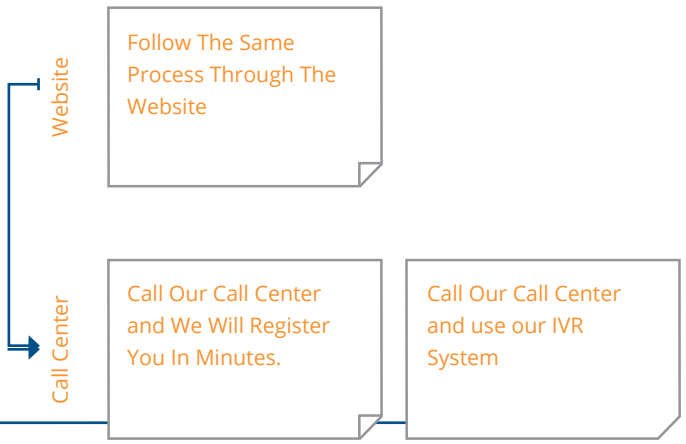


Confirmation

Confirm your parking extension

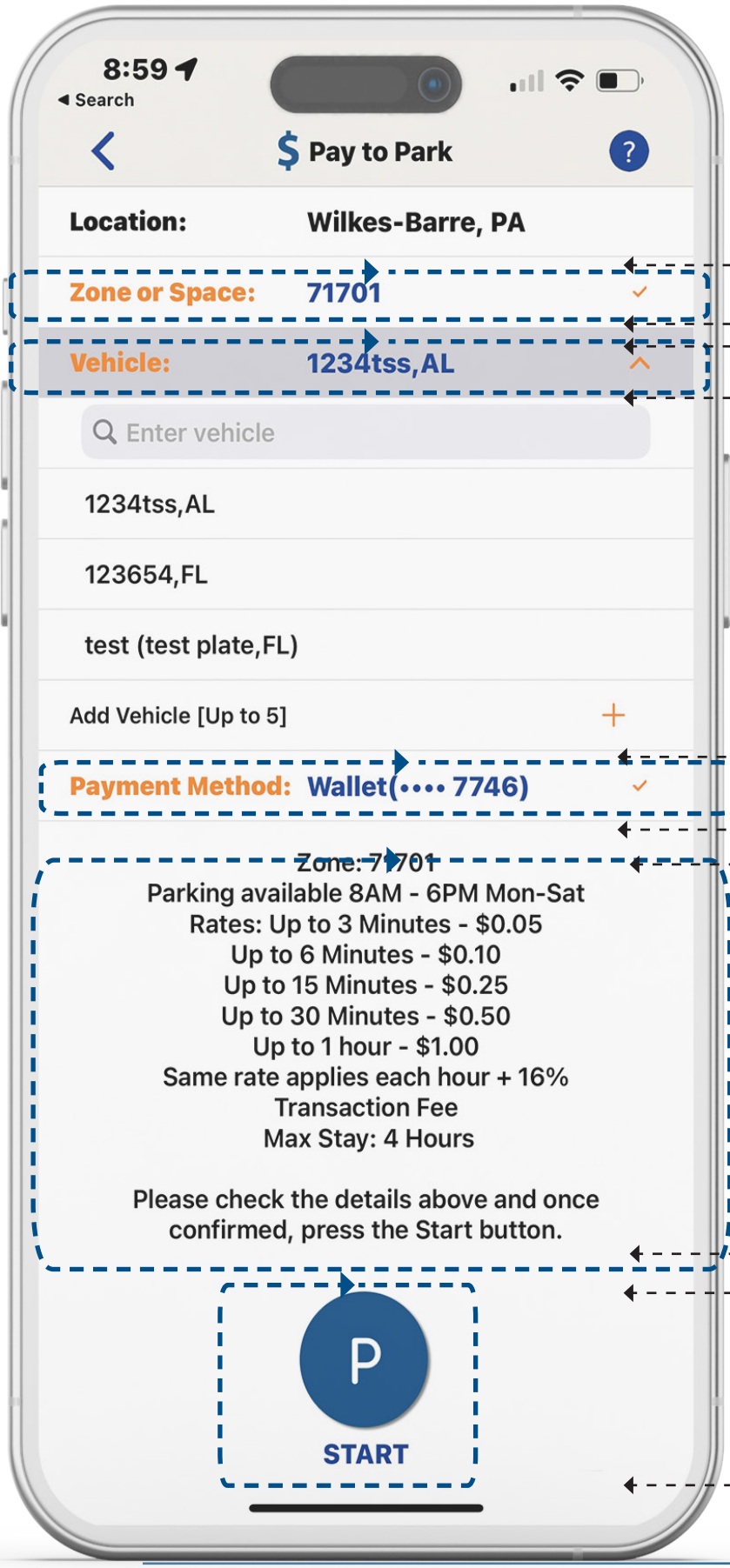
OTHER WAYS TO EXTEND YOUR PARKING

At Pango, we are committed to providing a user-friendly experience, and our extending process is just one example of our dedication to delivering exceptional service. So we offer serveral other ways to extend with Pango including going thru our Website www.mypango.com , calling our 24 / 7 Call Center or our IVR



TRANSPARENT FEE DISPLAYS BEFORE TRANSACTIONS

From this one screen, you can view all the necessary information at a glance, including the parking rules for the zone you're in. You can also select the vehicle you wish to park, as well as your preferred method of payment, whether it be through your Pango wallet, credit card, or student account. With all the essential details presented in one convenient location, you can begin your parking session in just a few clicks.



Parking Zone | Space
Enter your parking zone or space number.

Vehicle Information
Select one of your up to five vehicles.

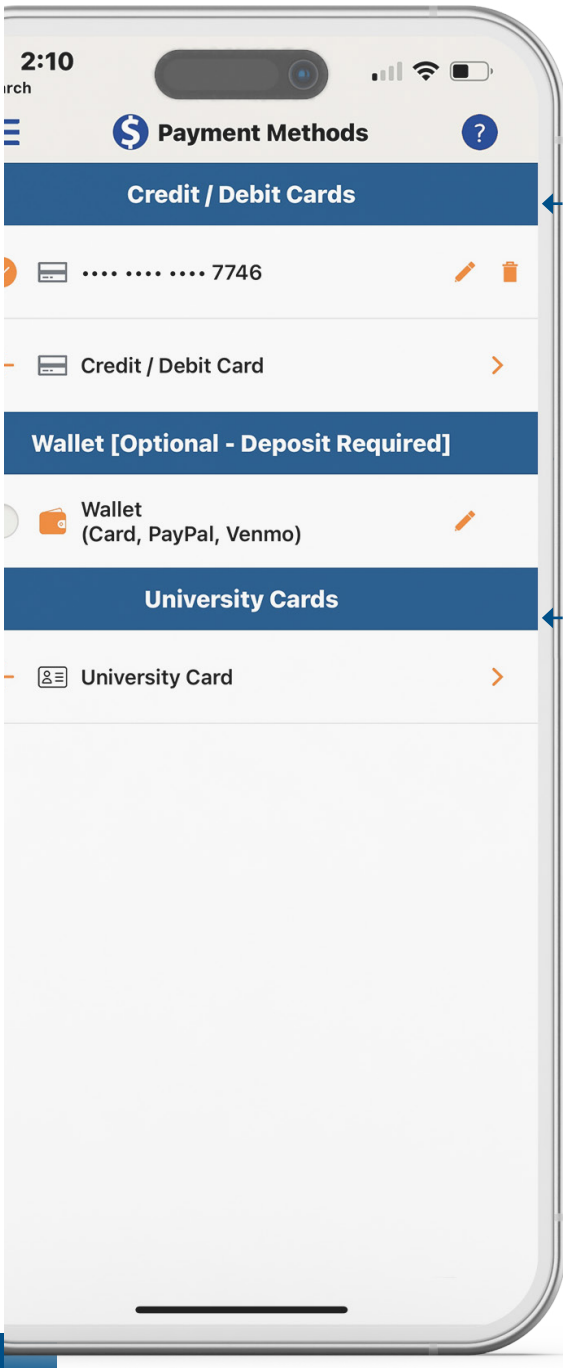
Payment Method
Use your default payment method which would already be selected. Or select a differenct payment method. I.e. select your corporate credit card when on business trips.

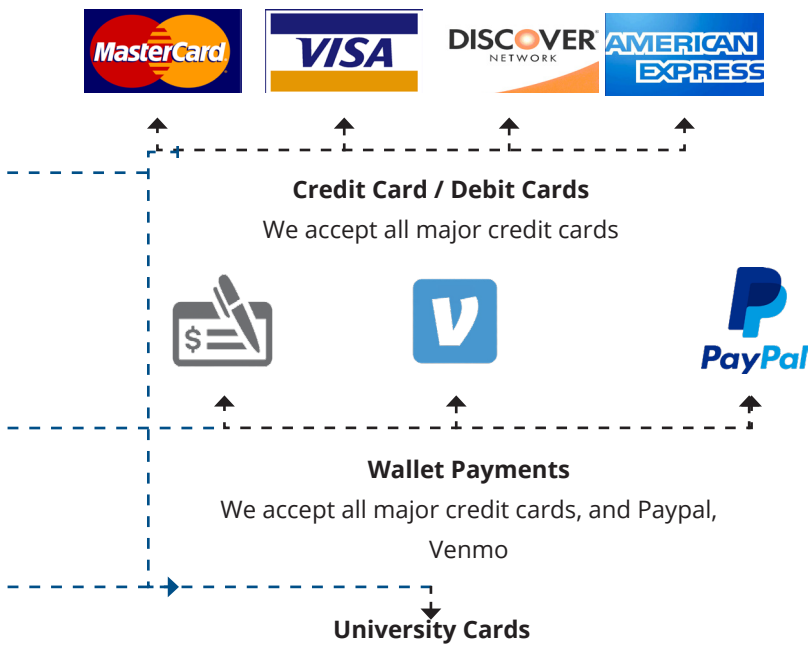
Parking Rules & Information
In this section of the screen, parkers can view all the relevant parking rules and rates for the selected Zone or Space. Our user-friendly interface makes it easy for parkers to understand the unique parking regulations and pricing associated with their chosen parking location.

Start Your Parking Button
Simple click and park when you are ready.

OPTIONAL WALLET, PRE-PAY, AND BUSINESS ACCOUNT TOOLS

Pango's mobile payment parking system offers various payment options to its users. To ensure safety and security, users can conveniently store their credit card information in their Pango account, which can be updated at any time. Our system adheres to the PCI/DSS compliance standards and maintains a secure connection to protect sensitive data. With this feature, users only need to add their credit card information once and can easily process future parking transactions within seconds. All credit card transactions are processed in real-time, and the funds are collected immediately after the completion of the parking session.

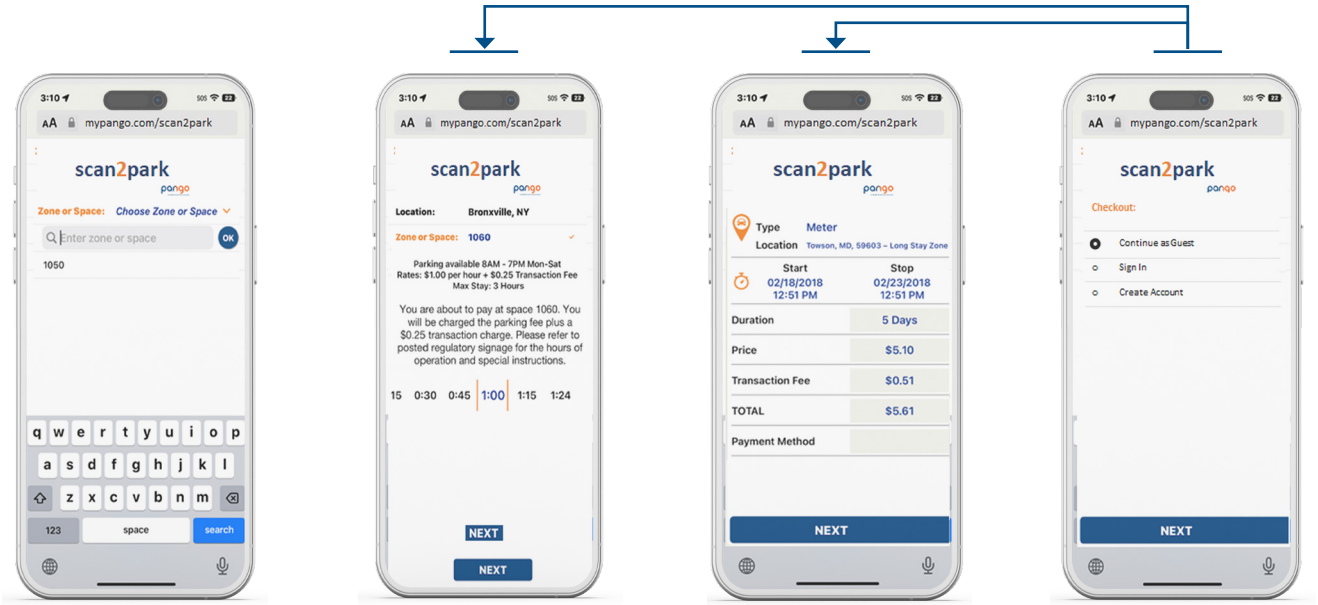




Apart from credit cards, Pango's payment system provides another payment option where users can create a Pango wallet and fund it through their credit/ debit card, Paypal, Venmo, or checking account.

PAY BY QR CODE

Using the Scan2park QR code feature provides a seamless and user-friendly alternative to traditional parking methods, without the need for physical parking meters or payment kiosks. This ensures that users can easily and conveniently initiate a parking session from wherever they are, while also reducing the cost and maintenance associated with traditional parking infrastructure.



Home Screen Map
Please input the designated zone or space number for the desired parking location.

Parking Session Information
Pick the amount of time you want to park for. This time can be extended later.

Amount of Time To Park
Review the total amount of your parking session and zone and plate number

Active Parking Session
Durring the check out process you will add your payment information and license plate info.

The Scan2park QR Code

The Scan2park QR code can be placed on any sign or sticker at a parking facility, allowing users to simply scan the code using their smartphone camera and initiate a parking session. This ensures that users can easily start a parking session, even if they do not have dont have an Pango Account.

Once the user has scanned the QR code, the system will prompt them to enter their license plate number and the desired parking duration. Once the information has been entered, the parking session will begin, and the user will receive a confirmation message,

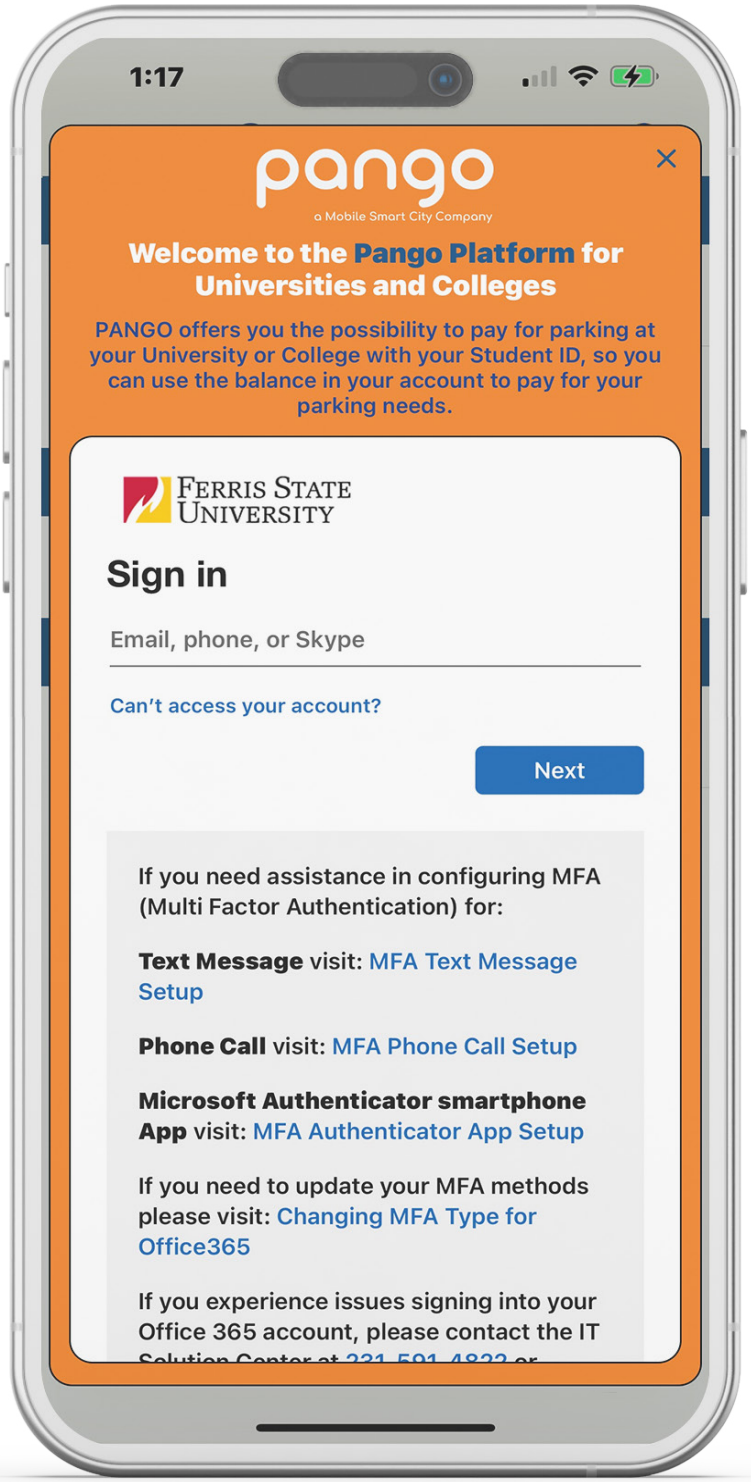
scan2park
pango
www.mypango.com/scan2park

UNIVERSITY | COLLEGE STUDENT CAMPUS CARDS

Pango makes it simple for students to link their payment cards to their Pango account, allowing them to conveniently pay for their parking, purchase permits, and more through the Pango app. With our user-friendly app, students can seamlessly connect their payment cards to their Pango account, streamlining the payment process for all their parking-related needs.

With Pango, students can also take advantage of helpful features such as auto top-up, which automatically replenishes your account balance when it falls below a certain threshold, ensuring that you always have sufficient funds for your parking needs.

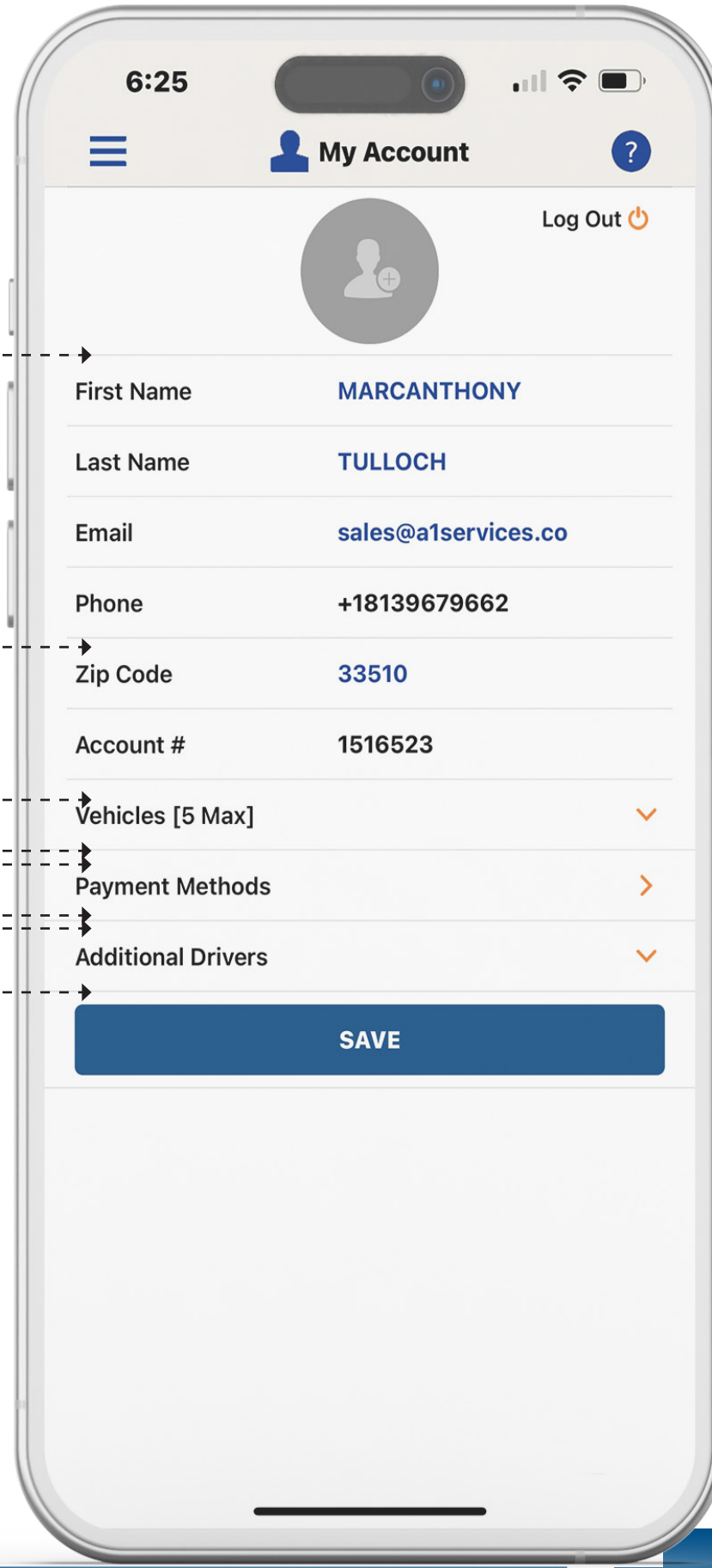




Connect with your school payment card services provider within seconds.

ACCOUNT MANAGEMENT FOR PAYMENT, VEHICLE INFO

The Pango Parking application is designed to offer a streamlined and intuitive user experience, ensuring that managing your account and vehicle information is hassle-free and efficient. With the ability to easily add, remove, and update vehicle details, users can maintain up-to-date information crucial for seamless parking transactions.



User Information

Where you can update your contact information

Vehicle Information

Select one of your up to five vehicles.

Payment Method

Use your default payment method which would already be selected.

Drivers

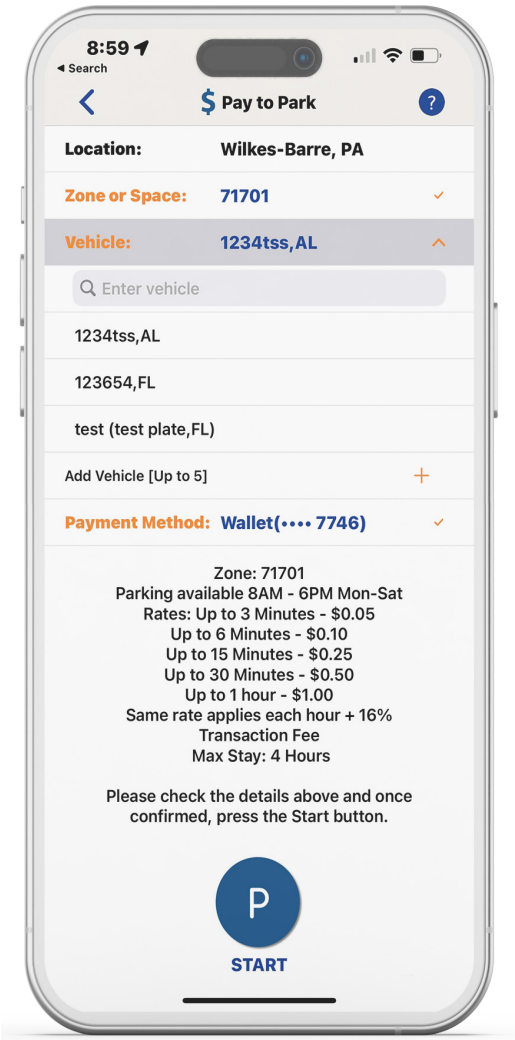
If you have multiple drivers on your account , you can add their

Flexible Account Management

The Pango Parking app is designed with flexibility in mind, providing users with the ability to select from multiple options under the Vehicles, Payments, and Drivers sections. For example, users can configure multiple payment methods including various credit/debit cards, digital wallets, and PayPal. This versatility ensures that managing and customizing your parking experience is both convenient and tailored to your preferences.

RESTRICTIONS FOR PROHIBITED PERIODS

At the core of the Pango Mobile Parking Payment Application is a secure, intelligent transaction engine that generates a globally unique transaction ID for every parking session. This feature ensures traceability, simplifies dispute resolution, and integrates effortlessly with City systems for enforcement and auditing.



Features & Benefits

Dynamic Time-Based Blocking

Our system enforces real-time parking restrictions based on time, day, zone, and event schedule—disabling payments when parking is not permitted.

No-Pay Zones During Blackout Windows

Payments cannot be submitted during City-designated prohibited hours, such as snow emergencies, street closures, or peak traffic periods.

Zone-Specific Enforcement

Each parking zone is geofenced and programmed with custom restriction rules set in coordination with City policies and traffic patterns.

Clear User Notifications

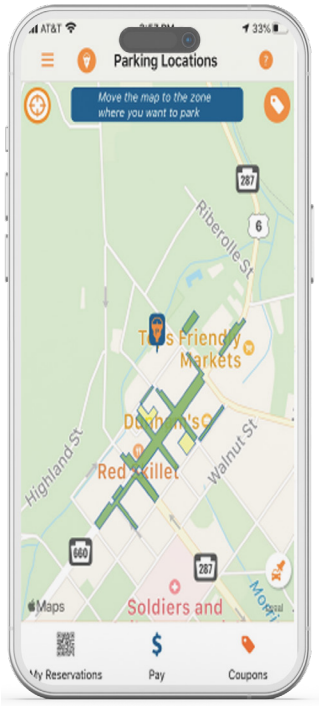
Users are immediately alerted if they attempt to park during a restricted period—receiving on-screen and in-app messages explaining the restriction.

Real-Time Sync with City Systems

Our back-office platform pulls live data from the City's curbside management systems, ensuring all prohibited periods are current and enforced consistently.

SPECIAL EVENT ENHANCEMENT

Mobile Smart City Corp. offers a comprehensive, adaptive approach to managing special event parking through the Pango platform. Designed to support the City traffic mitigation, curbside management, and mobility goals, our solution provides real-time responsiveness, targeted public communication, and data-informed zone optimization—all fully integrated within the brand experience.



Smart Zone Planning & App Integration
Our team collaborates directly with City stakeholders to define and implement custom event-specific parking zones, ensuring the following:

- **Flexible Geofenced Zones**
  Create temporary or permanent event zones with defined start/end times, rates, and restrictions, tailored to traffic flow and venue impact areas.

- **Real-Time App Integration**
  Zones are embedded in the app interface with live availability indicators, event-based pricing, and restriction notifications, providing a seamless user experience before, during, and after events.

- **Minimal Disruption Deployment**
  Our system supports rapid setup and removal of event zones with no downtime, allowing the City to respond quickly to evolving transportation plans or last-minute changes.

Real-Time Space Availability & Dynamic Pricing

- **Live Occupancy Insights**
  Where supported by meter integrations, Pango enables real-time space visibility in high-demand areas—guiding users to available parking quickly.

- **Dynamic Pricing by Demand**
  Prices can be adjusted based on time, location, and anticipated demand, using pre-configured business rules or manual overrides by City staff via the back-office portal.

- **Demand Smoothing**
  Dynamic pricing encourages distributed parking behavior, reducing congestion near venues and optimizing underused areas.

PERMIT MANAGEMENT SYSTEM

With our application, users can easily register and manage their digital permits from their mobile devices, eliminating the need for physical permits and streamlining the parking process. Whether you're a business owner looking to offer parking to your employees or a resident seeking hassle-free parking, Pango's digital parking permit feature has got you covered. Download the app today and simplify your

Permit Type

Select how long you want to purchase the permit for.

Permit Period

Select how long you want to purchase the permit for.

Vehicle Information

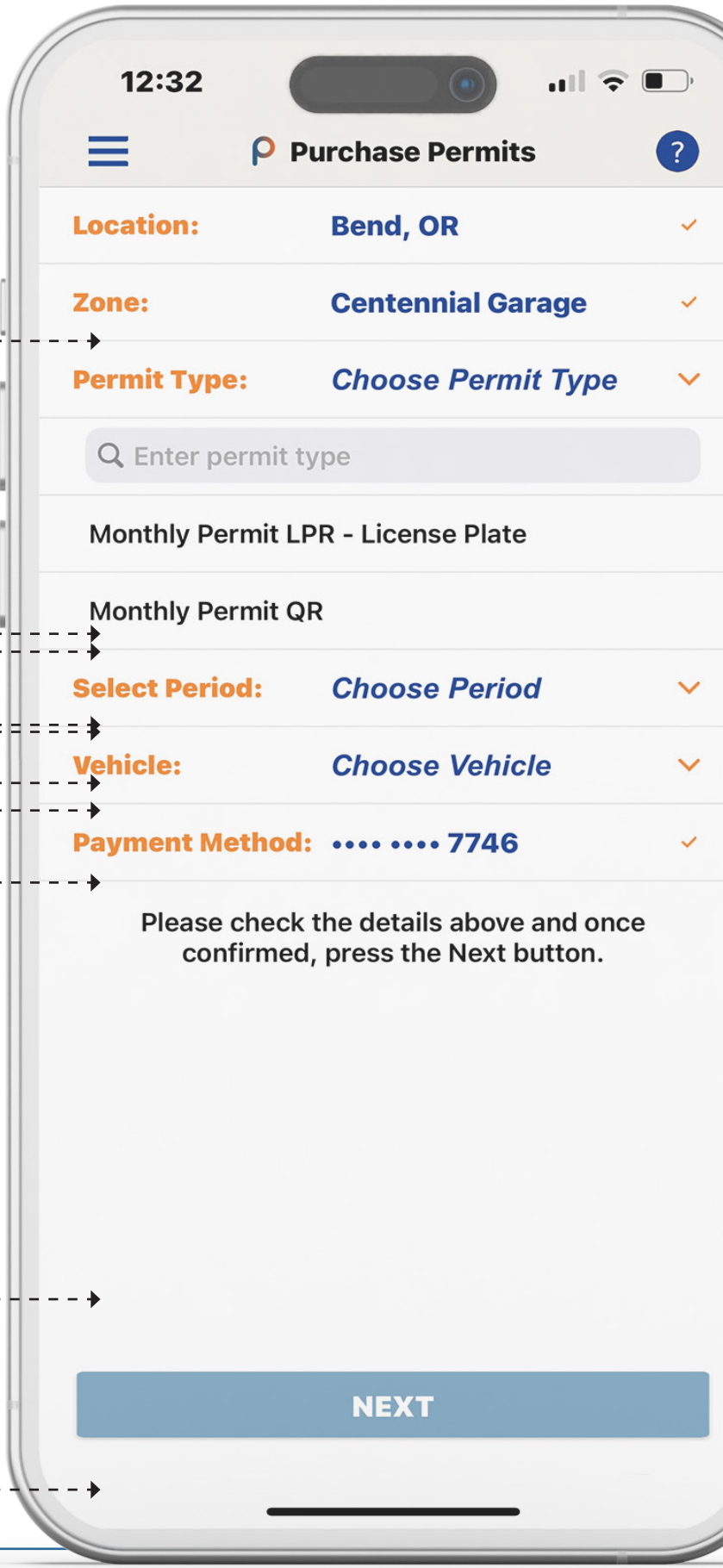
Select one of your up to five vehicles.

Payment Method

Use your default payment method which would already be selected. Or select a differenct payment method. I.e. select your corporate credit card when on business trips.

Click Next To Purchase

Simple click next to purchase your permit



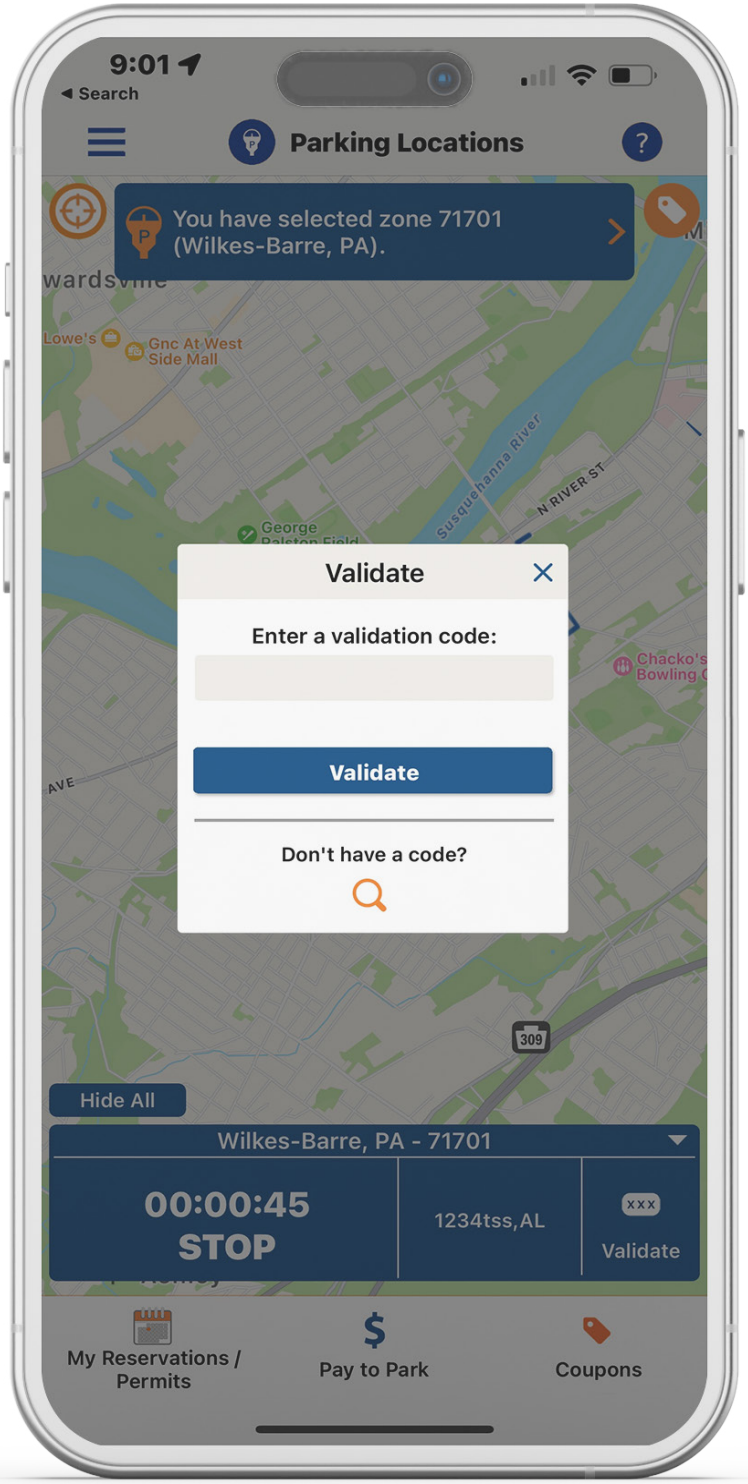
PARKING VALIDATIONS

By utilizing parking validation codes, users can easily avail of special rates and other promotional offers.

When a user parks their vehicle and opens the Pango app, they will be prompted to enter a validation code prior to ending their parking session. This code can be obtained from participating businesses, such as restaurants, retailers, or entertainment venues, and will provide users with access to exclusive discounts on parking fees.

Other Way To Use Validations

Offer Parking Discounts	Participating Pango Merchant Club businesses, such as restaurants, retailers, or entertainment venues, and will provide users with access to exclusive discounts on parking fees.
Parking Vouchers	These vouchers can be used to cover the cost of parking at a specific location or for a specific duration of time. For special visitors, vendors etc
Special Promotions & Events	Using parking validations for special promotions and events is a great way to make the most of your experience while saving money. Off quest special onetime discount per question with one discount code.



To avail of the applicable discount, users are required to enter a four-digit validation code prior to concluding their parking session.

MOBILE ENFORCEMENT

Mobile Smart City Corp's Zeus Enforcement System redefines on-campus enforcement with high-performance, purpose-built handheld devices designed to replace outdated systems like T2. Our solution delivers real-time citation management, advanced field functionality, and complete operational visibility—without relying on legacy equipment.

Key Features & Benefits



- **Purpose-Built Enforcement Devices**
  Our proprietary handhelds come preloaded with the Zeus app, built-in GPS, high-speed connectivity (Wi-Fi/SIM), and integrated Bluetooth printing—ensuring full mobility and reliability.

- **No Legacy Hardware Required**
  While our platform is fully interoperable, we offer a modern alternative to aging T2 Systems hardware—eliminating ongoing maintenance, licensing fees, and compatibility concerns.

- **Real-Time Data Sync**
  Citations, GPS data, officer notes, and images are uploaded instantly to the cloud, allowing back-office staff to act without delay.

- **Photo & Evidence Capture**
  Officers can attach time-stamped images, notes, and permit validation status with each citation, reducing disputes and supporting appeal decisions.

- **Integrated Printing Solution**
  Our handhelds pair seamlessly with lightweight Bluetooth printers, enabling on-the-spot issuance of compliant, professional citations.

- **GPS-Enabled Enforcement**
  Every citation is automatically tagged with geolocation data—enabling audit trails, performance metrics, and spatial enforcement insights.

XF rugged handheld computers with an integrated 3-inch thermal printer, when used with supported Android™ devices1, can print text, barcodes, images and simple graphics on durable polyvinyl rolls for a variety of mobile applications. This one piece solution eliminates the inconvenience of carrying a separate belt-mounted printer.



Features:

- Several options and accessories to choose from
- Hot swappable supplemental battery for extended operation
- Charging port charges both integrated and supplemental batteries
- Programmable LED indicator
- Configurable XF features and options
- Durable case protects against water, dust, and four-foot drops
- A two piece solution with a separate wireless mobile printer is also available

Printer Specifications:

- Printing Method: Direct Thermal
- Resolution: 203 dots/inch
- Media Width: 3.125 in. (80mm) max.
- Print Width: 2.8 inches (72mm)
- Control: SDK
- Sensors: Paper Out/Black Mark, Cover Open
- Retracting stainless steel cutting blade allows use of polyvinyl media
- Paper Type: Direct thermal roll/variable length printing on polyvinyl

Optional Addon's

These are opotional add ons to the handheld.



1D / 2D Barcode Scanner



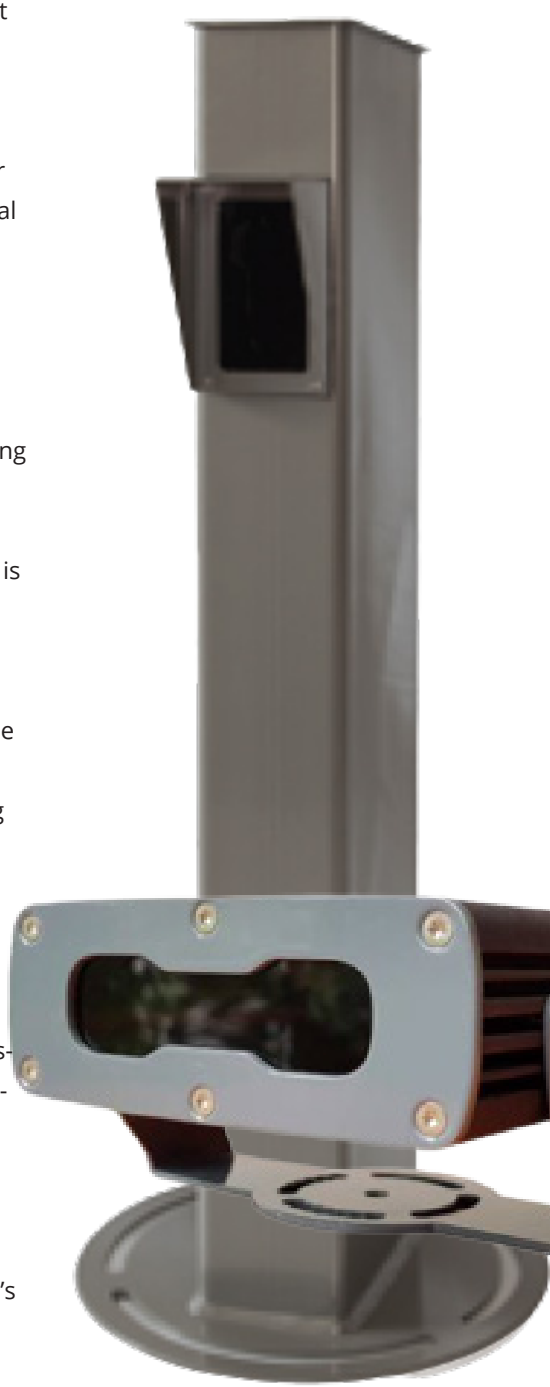
FAP 30 Fingerprint Scanner

LPR CAMERA ACCESS CONTROL

Seamless Access Control with Digital Permits, Our ground-mounted LPR cameras facilitate an advanced digital permitting system that leverages license plate recognition technology for access control. By registering a vehicle's license plate as the digital permit, City can eliminate the need for physical permits and streamline entry into gated parking areas and garages.

This system offers several key benefits:

1. **Efficient Entry and Exit:** Vehicles are automatically recognized and verified against the digital permit database as they approach gates, allowing for swift access without manual checks or physical permit display.
2. **Enhanced Security:** Real-time monitoring and access control significantly enhance campus security by ensuring only authorized vehicles gain entry to restricted areas.
3. **Reduced Administrative** Burden: Digital permit management reduces the need for physical permit distribution, collection, and monitoring, thereby lowering operational costs and administrative workload.



Flexible Parking Solutions for Transient Users

For transient or visitor parking, ground-mounted LPR cameras introduce an efficient, ticketless parking solution that enhances convenience for visitors while optimizing parking revenue collection. Here's how it works:

1. **Entry and Recognition:** Upon entering a gated area, a visitor's vehicle license plate is scanned and recorded by the LPR camera, eliminating the need for physical tickets.
2. **Flexible Payment Options:** At exit, the system calculates the parking fee based on the duration of stay. Visitors can pay directly at the exit terminal using a credit card or opt for an even more streamlined experience by completing payment through the Pango application.
3. **Enhanced Visitor Experience:** This ticketless system not only simplifies the parking process for visitors but also speeds up entry and exit during peak times, improving overall satisfaction.

Comprehensive Parking Management

Integrating ground-mounted LPR cameras into City's parking infrastructure offers a holistic approach to parking management that addresses efficiency, security, and user convenience. This technology enables City to:

1. Manage parking access and payments with greater accuracy and less manual intervention.
2. Provide a seamless and hassle-free parking experience for all users, reinforcing City's commitment to leveraging technology for campus improvements.
3. Collect valuable data on parking patterns and usage, informing future decisions on parking infrastructure and policies.

MULTI SPACE PARKING METERS



Introducing Citea, the epitome of sustainable efficiency. Featuring integrated solar panels, Citea optimizes energy consumption, enabling eco-conscious and cost-effective operation. Say goodbye to unnecessary expenses and embrace a greener, smarter parking solution.

When it comes to payment convenience, we've got you covered. Our parking meters accept both cash and debit card payments, making transactions effortless and user-friendly for all visitors. Whether they prefer traditional coin transactions or the ease of electronic payments, our system accommodates every individual's needs.

But we don't stop there—your unique brand and identity matter to us. Our full-color scheme customization option allows you to harmonize the parking meter's appearance with your surroundings or branding elements. We understand the importance of cohesive aesthetics, which is why our design possibilities are endless.

To further elevate your experience, we offer personalized advertisement options that seamlessly blend with the parking meter's interface. Promote local businesses, events, or community initiatives to enhance user engagement while maximizing your parking asset's potential.

Specifications

User Interface	8" LCD Touch Screen
Solar-panel performance	Standard variants: 14.2 Wp (internal) For high loads (e.g. touch), critical locations: 39 Wp (internal & external) Optimized for low light
Vault	locking system. Hectronic uses a real vault/Safe in our equipment. Our safe is P3 certified against break in. The vault/safe is programmed for customer specific/unique keys. Electronic style lock security is also available
Housing material	8-gauge Marine Gauge Aluminum housing for superior performance in all types of weather, over a 12 gauge stainless steel frame. Access panel locations are Infront of the meter.

COMPONENTS

this section, we delve into the intricacies of the Citea, a cutting-edge smart Town solution meticulously crafted by Mobile Smart City Corp. The Citea encompasses a host of innovative components meticulously designed to revolutionize parking and payment services within urban landscapes.

Coin Acceptor

1. The Citea Meter is equipped with a single slot capable of accepting U.S. quarters.
2. Excess coins are automatically channeled to a secure coin compartment, ensuring easy retrieval for subsequent removal.
3. The Coin Acceptor swiftly rejects fraudulent, foreign coins, and other unauthorized denominations through a coin return cup.
4. Thanks to its modular construction, the Coin Acceptor can be easily removed with basic tools, enabling efficient servicing and maintenance.

Printer

1. The Citea Meter is equipped with a high-quality thermal printer featuring a simple paper path and a reliable cutting edge for smooth and efficient ticket printing.
2. The paper roll can be quickly and easily removed and replaced, ensuring minimal downtime during maintenance procedures.
3. The printer provides an alert to staff when a ticket does not print, and it also features a “staff-programmable” low-paper alert to ensure timely refills.
4. Similar to the Coin Acceptor, the Printer is modular and can be effortlessly unplugged and removed using basic tools, simplifying servicing tasks.
5. The Pay Station enables report and receipt printing in the field, allowing for easy access to transaction data.
6. The Printer can produce up to 2,000 tickets/reports before requiring a print roll replacement.
7. Receipt paper can be pre-printed with customized messages on the back and logo watermarks on the front, enhancing brand recognition and communication.
8. The tickets are designed to be heat, fade, and curl-resistant, making them durable for extended periods, even when placed on vehicle dashboards.
9. The paper used for printing is recyclable, contributing to environmental sustainability.



Receipt Slot/Window:

1. The Citea Meter accommodates the Town’s requirements for receipt printing in various scenarios.
2. The window opening is covered with a sealed plate mounted from the inside of the cabinet, safeguarding against moisture, sand, and vandalism while maintaining an aesthetic appearance.

Cash Vault Compartment:

1. The Citea Meter ensures separate and distinct keys for maintenance and cash vault access, enhancing security measures.
2. A built-in sensor in the coin vaults sends notifications to the back-office management system when a coin canister is removed or inserted. The “fresh” canister setting is maintained during transport, ensuring security and accountability.

Coin Canister::

1. Quarters are securely held in a locked stainless steel coin canister, separate from the maintenance compartment.
2. The coin canister is equipped with a handle for quick and easy removal, and it requires a separate key for opening, enhancing operational efficiency.
3. The coin canister features a self-locking mechanism upon removal from the cabinet, preventing unauthorized access to coins.
4. It has a generous capacity of a minimum of 1,000 coins, reducing the frequency of coin canister replacement.

PHYSICAL SECURITY AND LOCK

Citea Meter, a cutting-edge pay station designed to revolutionize the way your Town manages parking and generates revenue. We understand the critical importance of physical security and are committed to ensuring the highest level of protection for both the pay station and the collected funds. In response to your specific requirements, we have meticulously incorporated advanced physical security and lock features into the Citea Meter design.

SEPARATE COMPARTMENTS FOR MAINTENANCE AND COLLECTIONS

The Citea Meter will be equipped with distinct compartments for maintenance and coin collections. This design ensures that coins passing through the pay station are deposited directly into a secured container within a separate vault area of the pay station. By segregating these compartments, we eliminate the risk of unauthorized access to the collected funds during routine maintenance activities.



WEATHER-RESISTANT DESIGN AND FOREIGN OBJECT CLEARANCE

The pay station's design has been engineered to withstand varying weather conditions. The coin chute, track, and card reader slot can be effortlessly cleared of metallic and non-metallic foreign objects under any weather conditions, without the need for specialized tools. This feature enhances the longevity and reliability of the Citea Meter, ensuring smooth operations throughout the year.

VANDAL-RESISTANT CONSTRUCTION

We recognize the potential threats posed by vandals and unauthorized individuals attempting to tamper with the pay station. To address this concern, the Citea Meter boasts a vandal-resistant design with internal or recessed door hinges. Moreover, the entire unit is designed to resist attacks intended to remove, disable, or access coins in the cash box, ensuring the safety of the collected funds.

FLUSH MOUNT CABINET WITH CONCEALED LOCKS

To maintain a sleek and unobtrusive appearance, no locks will be exposed beyond the flush mount of the cabinet. The locking components and mechanism will be resistant to prying forces and unauthorized access, providing an added layer of security against potential theft or tampering.operator.

CABINET

Our product is designed to meet and exceed all the specified criteria, providing a secure, user-friendly, and aesthetically pleasing solution for your parking needs.:

Cabinet:

Our cabinet is constructed with utmost durability and security in mind. Crafted from 12-gauge steel, it ensures resistance against vandalism and theft. Moreover, the robust design is weather and graffiti resistant, guaranteeing long-lasting performance even in challenging environments. The cabinet's aesthetic appeal is carefully considered, bearing a design that is easily recognizable as related to parking, blending seamlessly with any surroundings.

Surface Finish and Customization:

For a top-notch finish, our cabinet employs a powder-coating paint that is electrostatically charged and baked on, providing a smooth and durable surface. Customization is a priority, and we offer a range of colors to match your unique branding or site requirements. The capability to display operating instructions and rates on the front vertical surface is made possible through optional cus tomized decals, ensuring a user-friendly experience for all patrons.

Anchoring and Security:

We understand the significance of ADA compliance and have meticulously incor porated it into our design. All money and card aperture locations, controls, and operating mechanisms fully align with ADA requirements, providing an inclusive and accessible experience for all users.

Vandalism Protection and Serviceability:

Our pay station addresses the concern of vandalism and security threats through intelligent design. Apertures, such as the receipt dispenser/cup and card reader, are protected against vandalism, foreign material insertion, jamming attempts, and damage from pyrotechnic devices. Moreover, ` we ensure ease of maintenance by utilizing modular components that can be easily unplugged and removed with basic tools, streamlining the servic ing process.

Foolproof Electronic Connections:

To ensure efficient and error-free servicing, all electronic connection plugs are physically differentiated, eliminating any confusion during maintenance. Additionally, each plug is designed to fit only one way, further simplifying the service procedures.

LCD DISPLAY

Citea Meter, a cutting-edge pay station designed to revolutionize the way your Town manages parking and generates revenue. We understand the critical importance of physical security and are committed to ensuring the highest level of protection for both the pay station and the collected funds. In response to your specific requirements, we have meticulously incorporated advanced physical security and lock features into the Citea Meter design.



BACKLIT GRAPHIC COLOR LCD TOUCH SCREEN DISPLAY:

The Citea meter is equipped with a large, backlit graphic color LCD touch screen display, which is thoughtfully designed to showcase all necessary operating status messages with utmost clarity. The screen dimensions are 8 Inch. Notably, the display operates in an energy-efficient solar-charging configuration, ensuring it does not cause excessive battery drain, thereby promoting sustainable and eco-friendly practices.

ENHANCED READABILITY AND CONTRAST SETTINGS:

The LCD screen on the Citea meter offers superior readability, thanks to its self-adjusting capabilities, enabling optimal visibility in various lighting conditions. Additionally, the display is configurable to automatically switch to a high contrast mode, allowing for better readability in bright lighting conditions. The contrast settings are selectable, with the option to switch between dark lettering on a light background or light lettering on a dark background at predetermined times during the day. This ensures users can effortlessly access information at any given time.

REMOTE PROGRAMMING AND DYNAMIC MESSAGING:

All instructions, rates, and dynamic messages are displayed through the LCD screen, eliminating the need for external signage. This feature also enables remote programming of different rate schedules based on the time of day and day of the week, accommodating dynamic and progressive rate structures for peak occupancy periods.

OFF STREET PARKING - ENTRY TERMINAL - N42



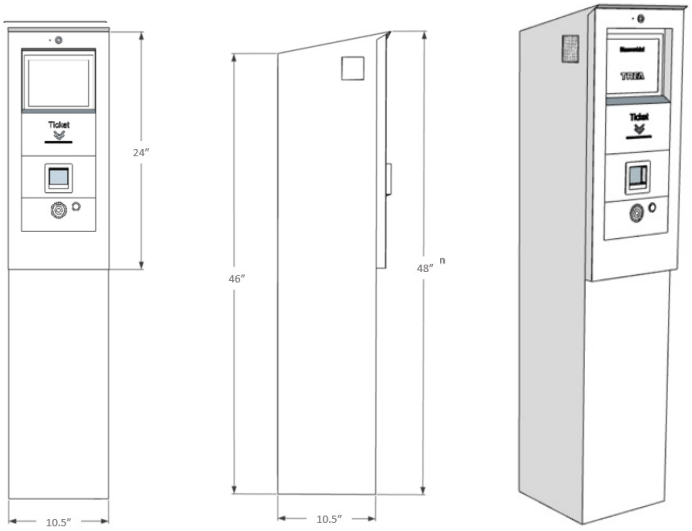
Overview

The N42 Entry Terminal is engineered for easy use, ergonomic efficiency, and exceptional durability. Integrated with Pango Parking Management Software, it offers a comprehensive cloud-based platform for managing access control and payments. The LG-1's design and functionality are tailored to meet the diverse needs of modern parking facilities, providing customizable and scalable solutions to support the growth of your organization.

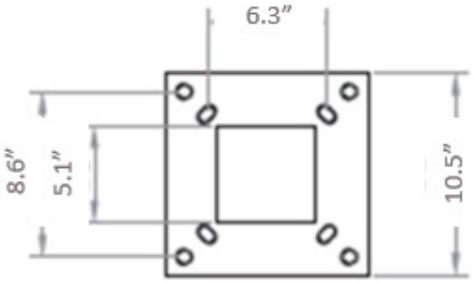
Features:

1. **HD Video Camera:** Ensures high-quality surveillance and enhanced security.
2. **8" LCD/TFT Touch Screen:** Provides an intuitive and interactive user interface.
3. **Ticket Dispenser:** Facilitates seamless ticket issuance and management.
4. **QR Scanner:** Allows quick and efficient processing of QR codes for entry and exit.
5. PA2 SIP Intercom/Speaker: Enables clear communication between users and support staff.
6. **Status Sign:** Displays real-time system status and user instructions.
7. **Contactless Card Reader:** Supports swift and secure contactless transactions.
8. **Robust Cabinet:** Constructed from 14 gauge cold-rolled steel with powder coating, optional stainless steel, and protection class up to IP64.By implementing these advanced capture and storage methodologies, Zeus Enforcement ensures that digital evidence is reliable, secure, and readily available for enforcement and legal purposes.

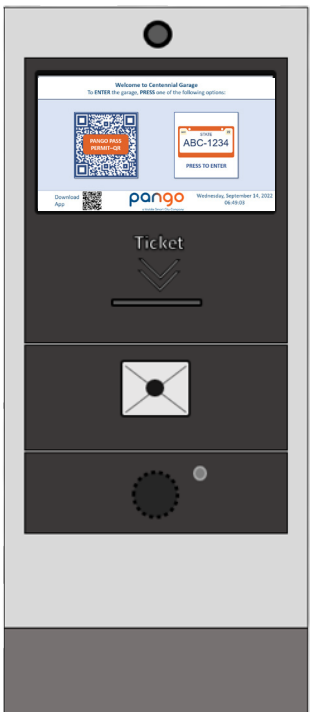
SYSTEM DIMENSIONS



BASE CONFIGURATION



DISPLAY PANEL LAYOUT



Technical Specifications:

1. **Dimensions:** H 48" x W 10 10/16" x D 10 10/16"
2. **Weight:** Approximately 90 lbs, depending on configuration
3. **Temperature Range:** Operating temperature from -10° F to 140° F, with automatic fan and heater
4. **Printer**: Thermal printer with complete and partial cut options, 5 million lines MCBF
5. **Display**: 8 inch LCD/TFT capacitive touch display
6. **Power Supply:** Switching power supply (100V-240V AC) with internal circuit breaker

Mobile Smart City Corp is committed to delivering high-quality, innovative parking management solutions that meet the dynamic needs of today's urban environments. Our N42 Entry Terminal stands as a testament to our dedication to excellence and customer satisfaction.

OFF STREET PARKING - EXIT TERMINAL - LG-1

Overview

Pango Parking is an all-encompassing parking management platform that integrates seamlessly with our advanced LG1 Series exit terminals. The solution is built on a robust cloud-based platform, ensuring reliable performance and scalability for any organization. Pango Parking is engineered to provide efficient access control, seamless payment processing, and real-time monitoring, making it the ideal choice for municipalities, private operators, and commercial enterprises.

Features:

1. Advanced Technology Integration

Fully integrated with Pango Parking Management Software.
Cloud-based platform for real-time data and operations management.

2. User-Friendly Interface

8” LCD/TFT Capacitive touch display for easy navigation.
Intuitive user interface for quick and efficient parking management.

3. Secure and Versatile Payment Options

Magnetic, chip, and contactless card reader for secure transactions.
QR scanner for quick and contactless payment processing.

4. Comprehensive Access Control

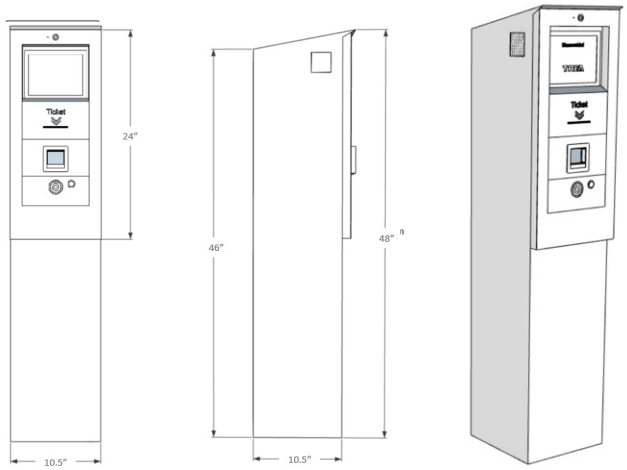
HD video camera for enhanced security and monitoring.
PA2 SIP Intercom/Speaker for clear communication and assistance.

5. Durable and Reliable Hardware

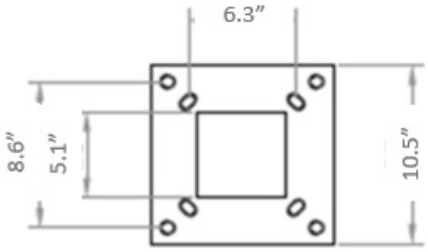
Constructed with 14 gauge cold-rolled steel, powder-coated for durability.
Operating temperature range from -10°F to 140°F, ensuring reliable performance in various climates.



SYSTEM DIMENSIONS



BASE CONFIGURATION



DISPLAY PANEL LAYOUT



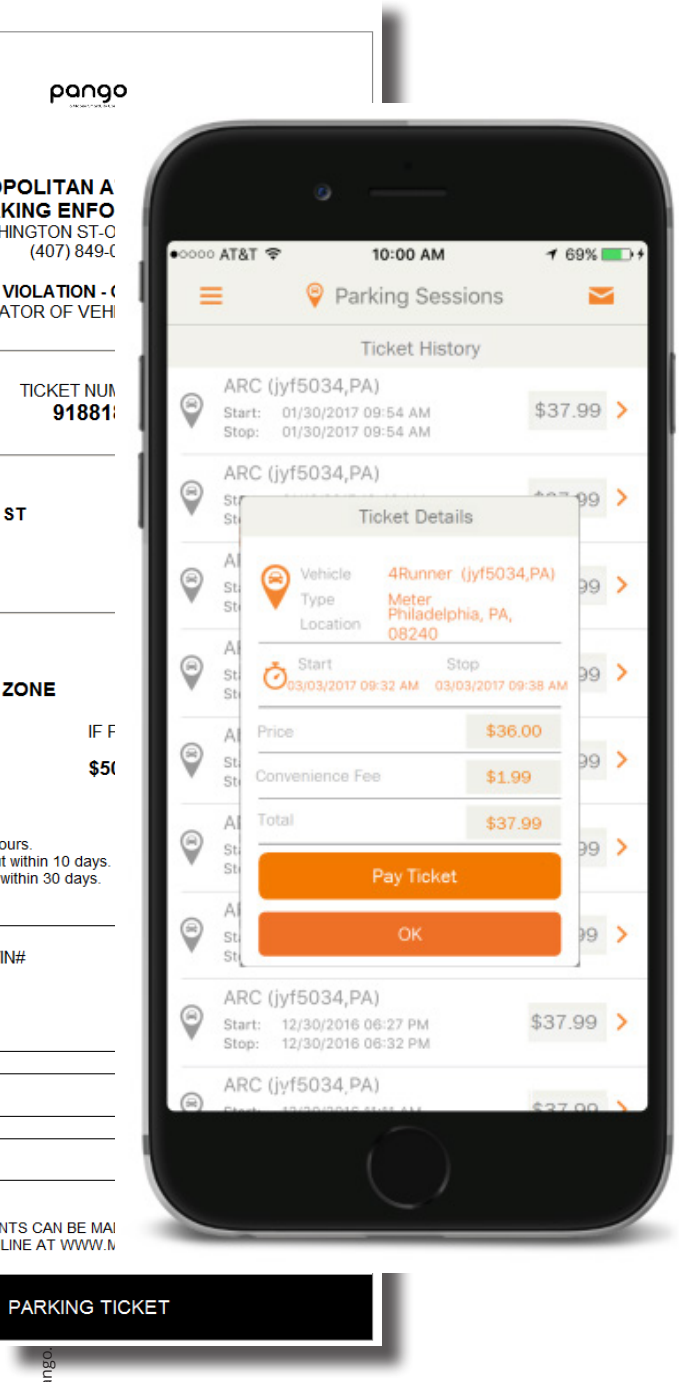
Technical Specifications:

1. **System Dimensions**
   Height: 48 inches
   Width: 10 10/16 inches
   Depth: 10 10/16 inches
   Weight: 90 lbs (depending on configuration)
2. **Construction**
   Cabinet Material: 14 gauge cold-rolled steel, powder-coated (optional stainless steel)
3. **Protection Class:**
   IP 53 with printer
   IP 64 without printer
4. **Environmental Operating Conditions**
   Operating Temperature Range: -10°F to 140°F
   Relative Air Humidity: Up to 100% (thawing allowed)
5. **Temperature Control:** Main cabinet supply with automatic fan and heater
6. **Display and User Interface**
   Main Display: 8 inch LCD/TFT capacitive touch display
   Additional Display: 3 inch pictogram display
7. **Printer**
   Type: Thermal printer, 32 characters per line (standard font)
   Effective Printing Width: 48 mm
   Lifespan (MCBF): 5 million lines
   Cutter Options: Complete and partial cut

These specifications underscore the high-quality design and technological sophistication of the Pango Parking Solution, ensuring it meets the demands of modern smart city infrastructure and provides a superior user experience.

INTEGRATED TICKET PAY SYSTEM

As part of Mobile Smart City Corp's comprehensive parking solution, we are pleased to include a fully integrated digital ticket payment system within the Pango mobile application. This platform empowers users to seamlessly view, manage, and pay their parking violations directly from their smartphones—simplifying compliance and reducing administrative burdens on the City.



Key Features:

- **Real-Time Ticket Visibility**
  Once a citation is issued through the Zeus enforcement system, it is instantly accessible in the user's Pango account, allowing for immediate review.

- **In-App Fine Payment**
  Users can pay citations securely through the app using credit/debit cards or digital wallets, eliminating the need to visit a payment office or mail checks.

- **Notifications & Reminders**
  Automated alerts remind users of outstanding tickets and deadlines, increasing timely payments and reducing late penalties.

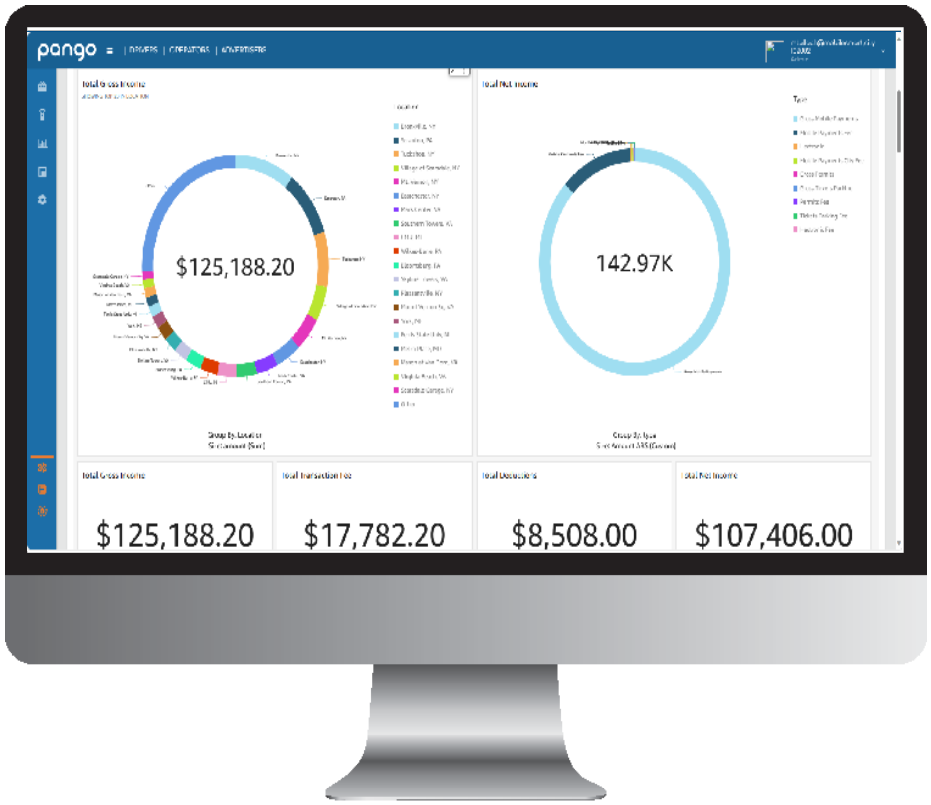
- **Transparent Recordkeeping**
  Payment history and citation details are stored in the app, giving users a full view of their compliance and promoting accountability.

- **Integration with Enforcement and City Systems**
  Payments made through the Pango app are reconciled daily and can be uploaded to the City's collection system for accurate tracking and reporting.

This feature not only improves the resident experience but also helps the City increase citation collection rates, reduce manual processing, and encourage greater voluntary compliance.

BACK-OFFICE SYSTEM

The Pango Parking Campus Administration Platform is a robust, web-based solution designed to provide seamless and efficient management of campus parking operations. The platform is accessible exclusively to designated campus administrators at no additional cost, ensuring that institutions can fully leverage its features without incurring unexpected fees. By offering unrestricted, no-fee access, Pango Parking supports campuses in effectively managing their parking facilities, enhancing user experience, and optimizing revenue without financial barriers.



Backend Access Thru The Web

The Pango website provides users with access to the account manager, where they can easily make updates to their account and purchase parking services.



In App

Users can access the account manager directly through the application, making it easy to manage their account details and parking services on the go.

Administrators can access the platform from any internet-enabled device, including desktops, laptops, tablets, and smartphones, ensuring flexibility and ease of use whether they are on campus or working remotely. The system is designed to be intuitive and user-friendly, allowing administrators to quickly navigate and manage parking zones, policies, and configurations as needed, with no additional costs or subscription fees required.

Security and Access Control Features for Designated Users

Security is a top priority for the Pango Parking Campus Administration Platform. The platform employs multiple layers of security protocols to protect sensitive information and ensure that only authorized personnel have access to administrative tools and data. Key security and access control features include:

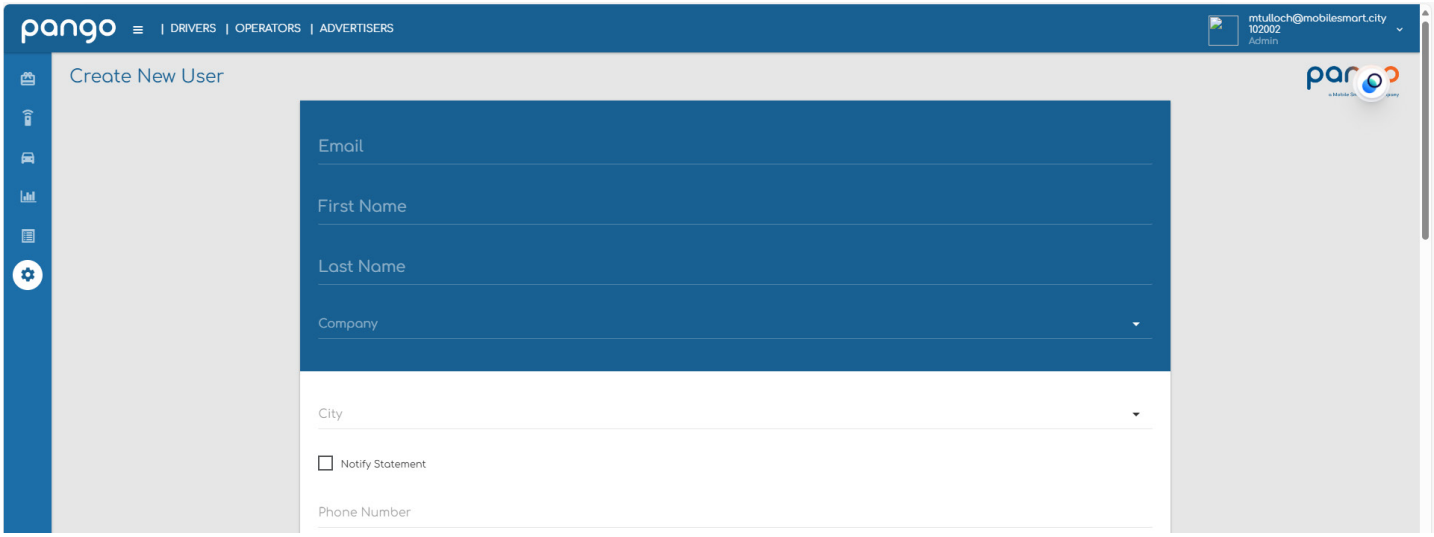
Role-Based Access Control (RBAC)

- Administrators can assign specific roles and permissions to users, ensuring that each individual only has access to the tools and information necessary for their role. This minimizes the risk of unauthorized access and simplifies user management.

- Roles can be customized to align with the institution's organizational structure, enabling tailored access control based on responsibilities, such as zone management, reporting, or payment processing.

Self-Service and On-Demand Access

The Pango Parking Campus Administration Platform is designed to provide seamless, self-service access for campus administrators across multiple devices. Our web-based platform is fully responsive and compatible with a wide range of devices, including desktops, laptops, tablets, and smartphones. Administrators can access the platform on-demand, whether they are in the office or on the go, ensuring that essential parking management functions are always within reach.



Key features of platform accessibility include:

- Cross-Platform Compatibility: The platform is accessible via major web browsers (e.g., Chrome, Firefox, Safari, Edge) on Windows, macOS, iOS, and Android devices.
- Mobile-Optimized Interface: A streamlined interface ensures that administrators can efficiently perform tasks such as updating parking zones, managing rates, and generating reports from their mobile devices without compromising usability.
- Secure Login and User Authentication: Multi-factor authentication and role-based access control ensure that only authorized personnel can access the platform, maintaining security while enabling flexibility.

Real-Time System Availability and Reliability

The Pango Parking Campus Administration Platform guarantees real-time system availability, allowing campus administrators to access features and data whenever needed without delays. The platform's robust cloud-based infrastructure ensures continuous operation, even during peak usage times, providing reliable service for all administrative functions.

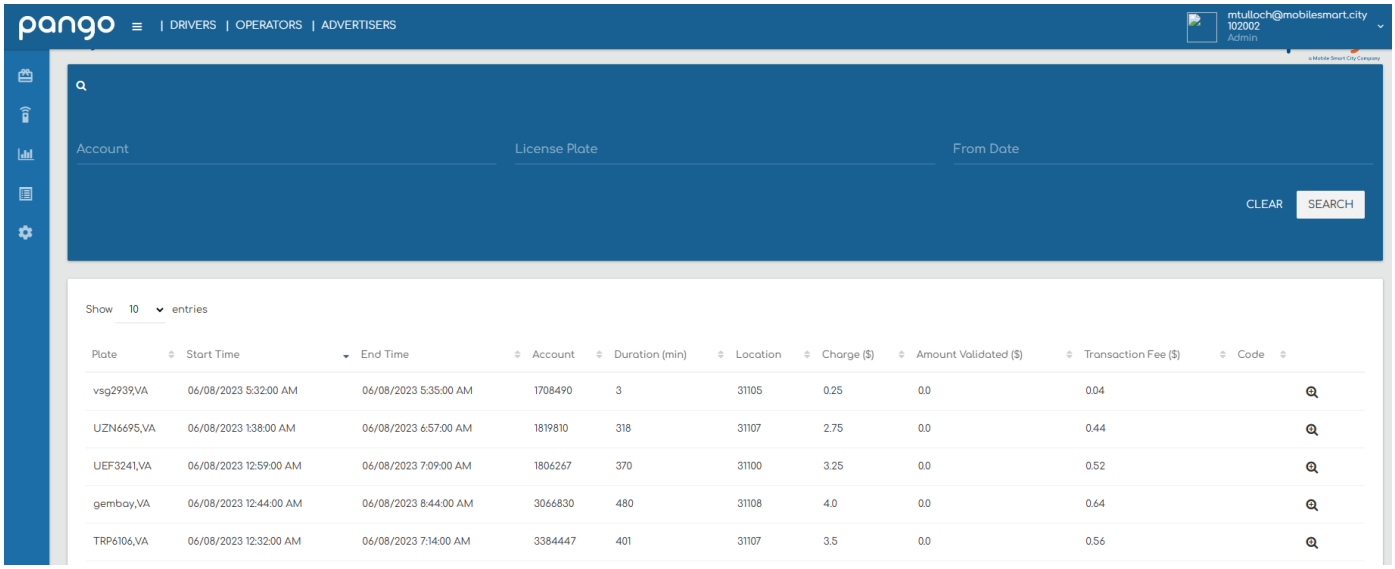
Our commitment to system availability and reliability includes:

- High Uptime Guarantee: The platform is hosted on a scalable and secure cloud infrastructure, with a service uptime commitment of 99.9%, ensuring that administrators can always access the system when needed.
- Real-Time Data Processing: Administrators can make immediate changes to zones, rates, and policies, with updates reflected across the system in real-time. This functionality is critical for managing dynamic parking environments and responding to changing needs.
- Redundant Backup and Disaster Recovery: To ensure uninterrupted service, the platform includes redundant backup systems and disaster recovery protocols, safeguarding data and maintaining system integrity even in the event of unexpected disruptions.

With self-service, on-demand access, and reliable real-time functionality, the Pango Parking Campus Administration Platform empowers campus administrators to efficiently manage parking operations, enhance user experiences, and streamline processes without the need for constant IT support.

Zone, Rate, and Policy Management

Effective management of parking zones, rates, and policies is critical for ensuring a smooth and efficient parking experience across campus. The proposed platform offers robust features that allow campus administrators to customize, update, and manage these elements seamlessly, ensuring compliance with campus-specific requirements and policies.



Customization and Management of Parking Zones

The platform provides a comprehensive suite of tools that enable campus administrators to define and manage parking zones easily. Administrators can create, modify, and delete zones based on the campus layout, special events, or changing needs. This includes setting specific rules for each zone, such as time restrictions, reserved spaces, or designated areas for specific user groups (e.g., students, staff, visitors).

Key features include:

- Zone Creation and Adjustment: Easily create new parking zones or adjust existing ones to accommodate changing needs, ensuring efficient use of campus parking resources.
- Real-Time Updates: Changes to zone configurations are immediately reflected across the system, ensuring up-to-date information for users and enforcement teams.
- Special Designations: Ability to designate zones for special purposes, such as short-term parking, electric vehicle charging, or loading/unloading areas.

Rate Adjustment and Policy Implementation

Our platform offers flexible rate management, allowing administrators to set and adjust parking fees based on various factors, such as location, time of day, or user type. This dynamic approach to rate setting ensures that parking management can be adapted to optimize revenue, encourage turnover, or provide incentives for specific parking behaviors.

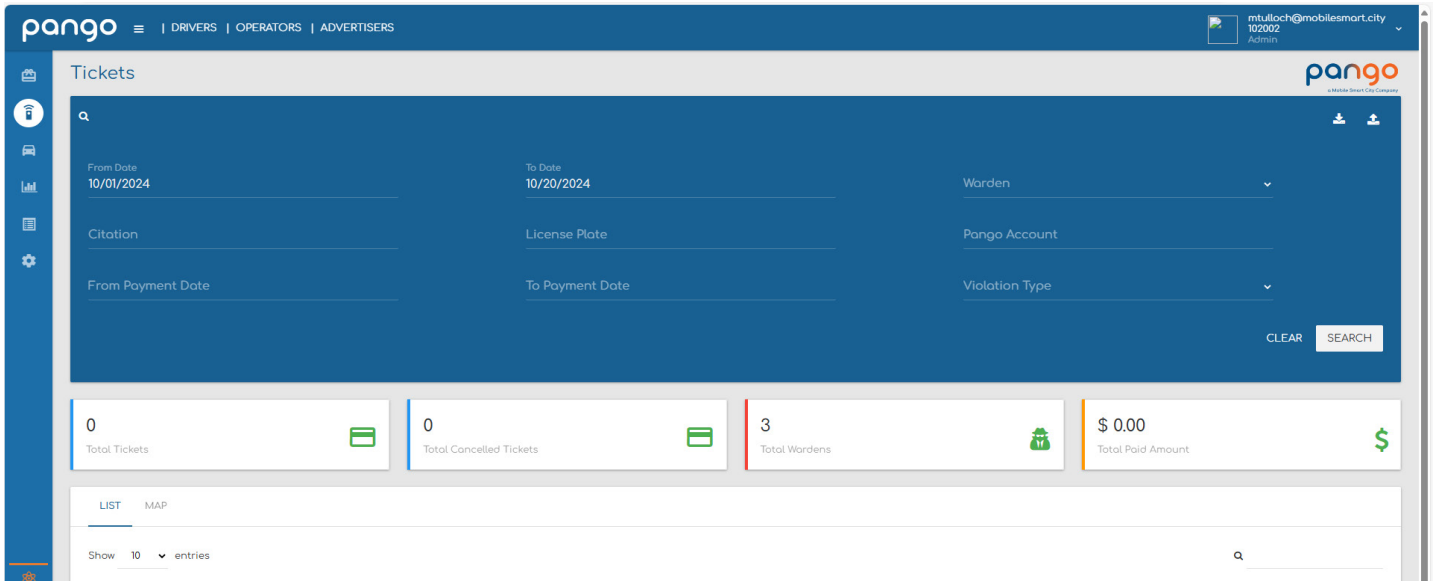
In addition, the platform supports the implementation of customized policies, including compliance with legal requirements, such as ADA regulations. Administrators can easily configure zones to limit use to ADA-compliant spaces, set restrictions, or apply special rates for accessible parking.

Key features include:

- **Dynamic Rate Adjustment:** Modify parking rates in real-time to respond to demand, special events, or operational needs, providing flexibility and control.
- **Policy Configuration**: Set rules for specific user categories, such as discounted rates for staff or students, or restrictions for ADA-accessible parking spaces.
- **Automated Policy Enforcement:** Ensure compliance by automatically applying policies and restrictions based on predefined rules, reducing the need for manual intervention.

User-Friendly Interface for Real-Time Updates

The platform's intuitive interface makes it simple for administrators to manage all aspects of parking operations in real-time. Designed with user experience in mind, the system provides clear, accessible menus and dashboards that allow for quick navigation and efficient management. Whether making adjustments to rates, creating new zones, or updating policies, the interface ensures that changes can be implemented smoothly without disrupting day-to-day operations.



Query Functionality for Payment, Zone, and Duration Data

The Pango Parking Campus Administration Platform is equipped with robust query functionality that empowers campus administrators to access critical data necessary for effective citation adjudication. Administrators can easily retrieve detailed information related to payment transactions, including:

- Payment Time Stamps: Accurate records of when a parking session was initiated and completed, enabling verification of compliance with parking rules.
- Zone Information: Identification of specific parking zones associated with each transaction, allowing administrators to verify if vehicles were parked in designated or restricted areas, such as ADA-only zones.
- Duration of Parking Sessions: Detailed logs of how long a vehicle was parked in a given zone, helping to determine if there was a violation of time-limited parking policies.

These data points are available on-demand through the platform's intuitive interface, enabling campus administrators to quickly and easily verify the facts related to disputed citations.

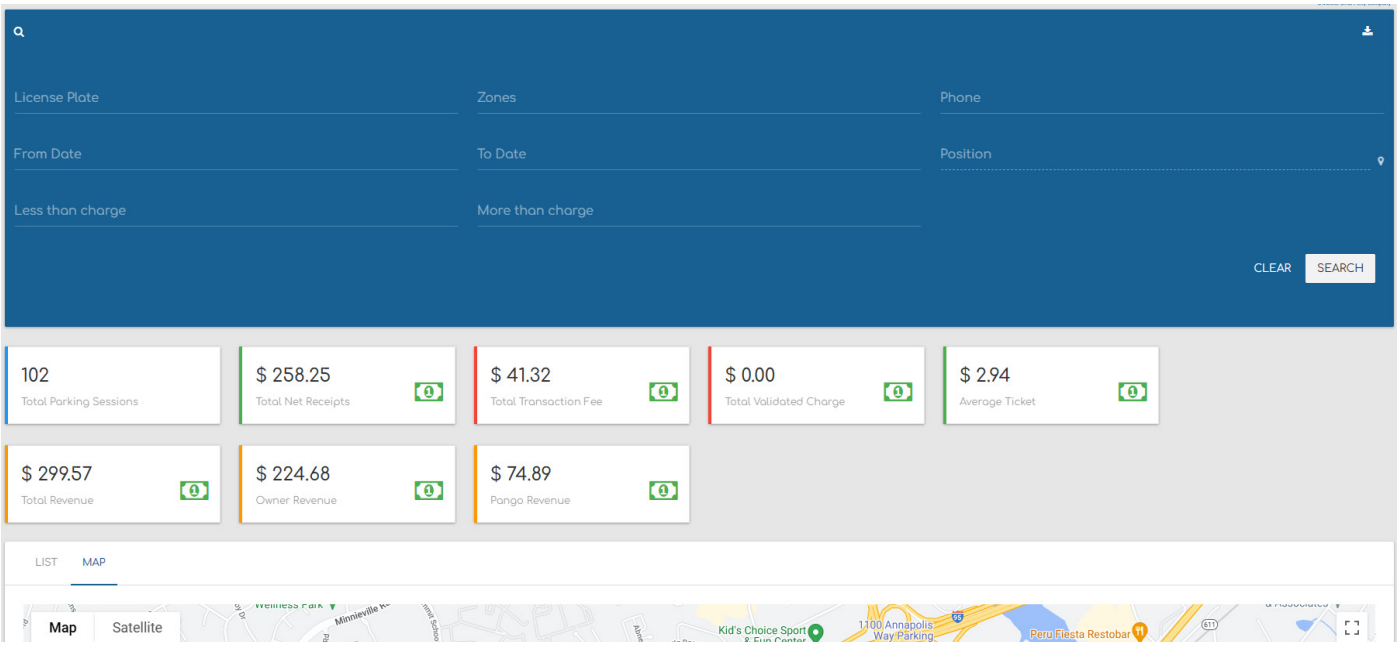
Role in Supporting Citation Adjudication Processes

The platform's ability to provide real-time access to comprehensive parking session data plays a vital role in supporting the citation adjudication process. By having immediate access to accurate and up-to-date information, campus administrators can:

- Efficiently Verify Compliance: With instant access to payment and zone information, administrators can quickly determine if a vehicle was parked legally, making the adjudication process smoother and more efficient.
- Reduce Dispute Resolution Time: The ability to promptly access data related to payment history, zone assignment, and session duration allows for quicker and more informed decision-making, reducing the time required to address disputes.
- Enhance Fairness and Transparency: Clear and detailed transaction data ensures that all adjudication decisions are based on factual information, promoting fairness and transparency. This reduces the likelihood of unresolved disputes and enhances trust in the parking management process.

Report Generation Capabilities

The Pango Parking Campus Administration Platform offers robust, on-demand reporting features that empower campus administrators to efficiently manage parking operations. The platform enables administrators to generate a variety of reports in real-time, providing insights into parking usage, revenue, compliance, and other key metrics. Reports can be generated quickly, ensuring that administrators have immediate access to critical data without any delays.



Key features of the report generation capabilities include:

- Real-Time Data Access: Administrators can generate reports based on live data, ensuring that all information is up-to-date and accurate.
- Pre-Configured and Custom Reports: The platform offers a range of standard, pre-configured reports for common use cases, such as occupancy rates, revenue summaries, and violation statistics. Additionally, administrators have the flexibility to create custom reports tailored to specific needs.
- User-Friendly Interface: The intuitive interface allows administrators to easily navigate and configure reports without requiring technical expertise, streamlining the data analysis process.

Customizable Data Parameters and Export Options

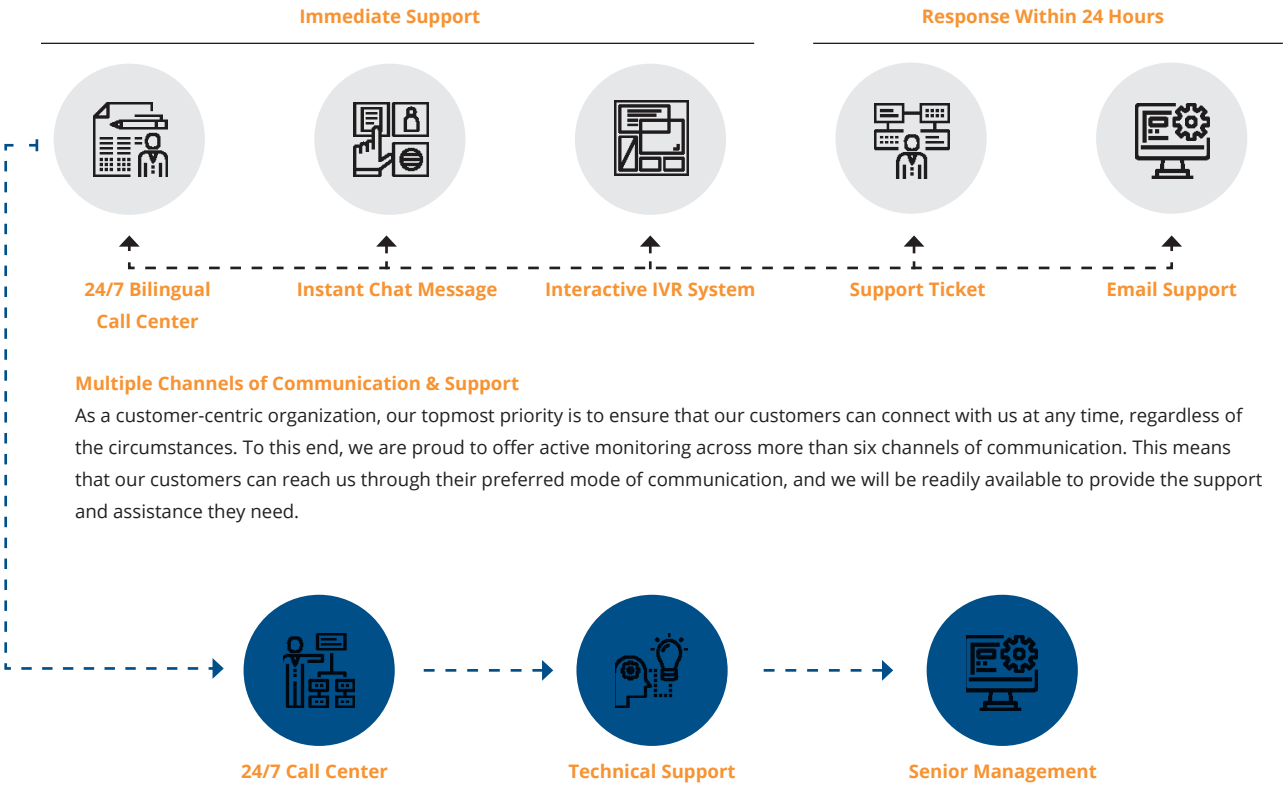
Understanding that each campus has unique requirements, the Pango Parking platform offers customizable data parameters, allowing administrators to tailor reports to specific scenarios. This flexibility ensures that the generated reports align closely with the institution's needs, supporting data-driven decision-making and strategic planning.

Customizable Filters and Data Fields: Administrators can customize reports by selecting specific data parameters, such as date ranges, parking zones, user categories, and payment methods. This flexibility allows for detailed analysis based on the campus's operational focus.

CUSTOMER SUPPORT

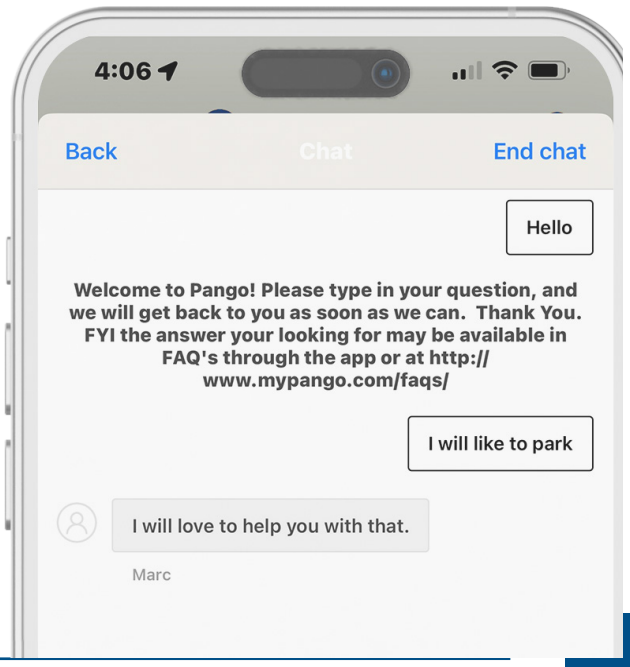
At MSC (Mobile Smart City), we are committed to delivering exceptional customer support to ensure a seamless Pay by Cell parking experience for both customers and staff.

Our 24/7 bilingual call center provides round-the-clock assistance, ensuring that customers can receive support in their preferred language at any time. Whether through phone, instant chat, email, or our interactive IVR system, we offer multiple channels for fast and efficient issue resolution.



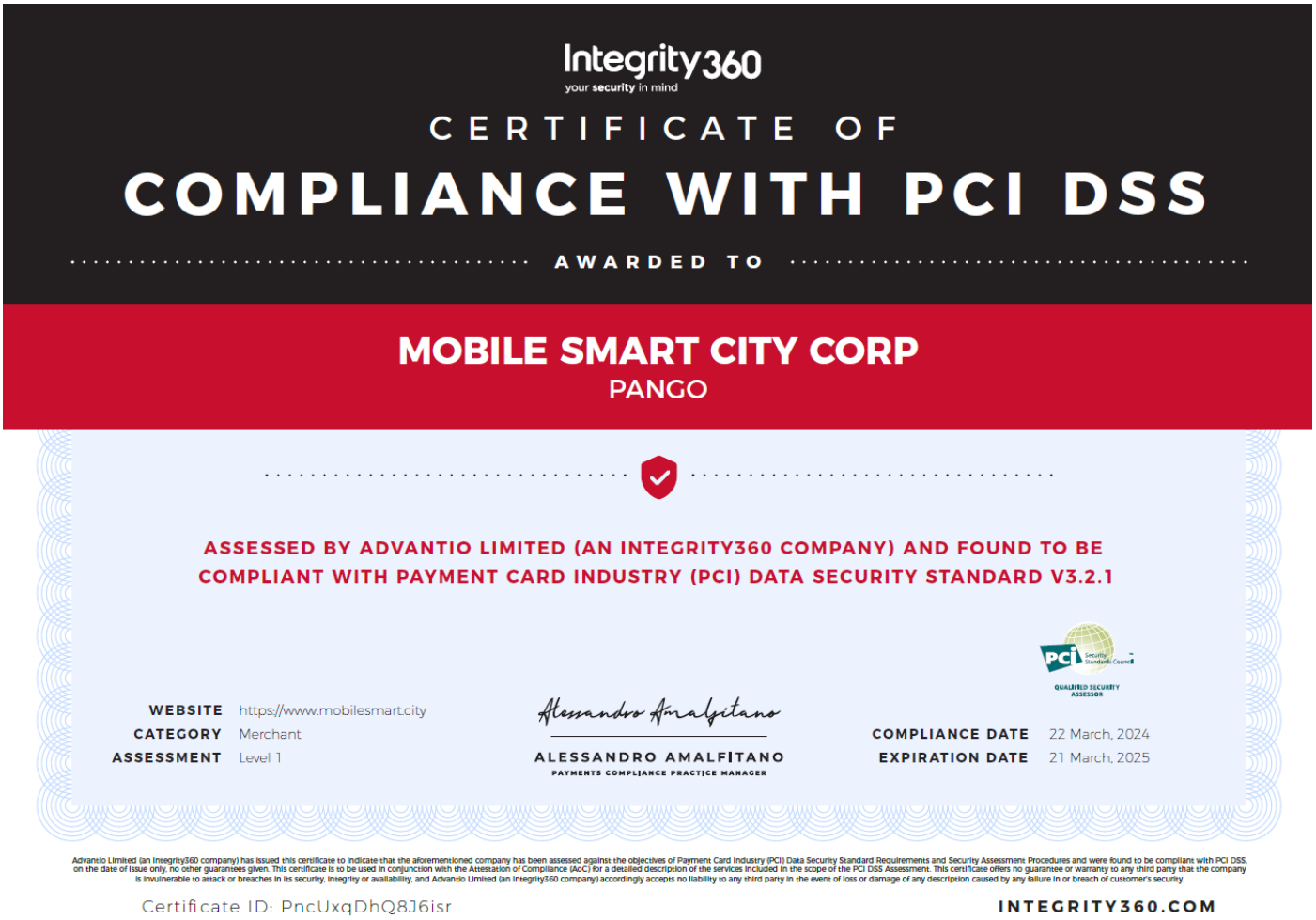
INSTANT CHAT

Pango distinguishes itself from other competitors by offering a unique feature that enables you to engage in instant chat with our customer support team from both the application and the website. Our live agents are readily available to assist you with any issues or concerns that you may have. Whether you prefer to avoid making direct phone calls to our support center or simply find it more convenient to engage in real-time chat, we provide you with the flexibility to access our live support agents and receive prompt assistance.



PCI COMPLIANCE AND DATA SECURITY

As a payment service provider, we understand the importance of protecting the privacy and security of all financial information. Our system is designed to meet the highest level of security standards set by the payment card industry, and we are certified as a PCI Level 1 compliant service provider, and every year we voluntarily go through recertification.



Integrity360
your security in mind

CERTIFICATE OF

COMPLIANCE WITH PCI DSS

AWARDED TO

MOBILE SMART CITY CORP
PANGO

ASSESSED BY ADVANTIO LIMITED (AN INTEGRITY360 COMPANY) AND FOUND TO BE COMPLIANT WITH PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARD V3.2.1

WEBSITE https://www.mobilesmart.city
CATEGORY Merchant
ASSESSMENT Level 1

ALESSANDRO AMALFITANO
PAYMENTS COMPLIANCE PRACTICE MANAGER

QUALIFIED SECURITY ASSESSOR

COMPLIANCE DATE 22 March, 2024
EXPIRATION DATE 21 March, 2025

Advantio Limited (an Integrity360 company) has issued this certificate to indicate that the aforementioned company has been assessed against the objectives of Payment Card Industry (PCI) Data Security Standard Requirements and Security Assessment Procedures and were found to be compliant with PCI DSS, on the date of issue only, no other guarantees given. This certificate is to be used in conjunction with the Attestation of Compliance (AoC) for a detailed description of the services included in the scope of the PCI DSS Assessment. This certificate offers no guarantee or warranty to any third party that the company is invulnerable to attack or breaches in its security, integrity or availability, and Advantio Limited (an Integrity360 company) accordingly accepts no liability to any third party in the event of loss or damage of any description caused by any failure in or breach of customer's security.

Certificate ID: PncUxqDhQ8J6isr

INTEGRITY360.COM

Our compliance with PCI DSS (Payment Card Industry Data Security Standards) means that our system has undergone rigorous testing and evaluation to ensure that it meets the strict security requirements set by the payment card industry. Our system is regularly monitored and audited to ensure that it continues to meet these standards.

In addition to our PCI compliance, we employ a multi-layered security approach that includes industry-standard encryption technologies, user authentication and access controls, and a dedicated security team that continuously monitors and updates our system.

CLOUD HOSTING

At the client-side, Pango Parking Application requires any nternet connected device,

Our application utilizes various AWS services such as Elastic Compute Cloud (EC2), Elastic Load Balancing, and Amazon Relational Database Service (RDS) for reliable and efficient server performance. Our AWS infrastructure is designed to ensure high availability, scalability, and security of the application.



aws partner network
ADVANCED TECHNOLOGY PARTNER

To ensure optimal performance, we recommend a minimum internet speed of 3G or 4G for users. In addition, our application requires access to GPS services to accurately determine a user's location for parking validation purposes.

Our hosting requirements include the use of AWS infrastructure, specifically EC2 instances and RDS for our database, which are fully managed and maintained by AWS. We also utilize AWS CloudFront for content delivery and Amazon S3 for storage. Our hosting configuration includes a multi-availability zone setup for redundancy and fault tolerance.

In conclusion, Pango Parking Application is a cloud-based platform hosted on Amazon Web Services, which provides reliable

HIGH-VISIBILITY PHYSICAL MARKETING MATERIALS

Effective signage is a crucial aspect of the Pango Parking Application. By prominently displaying Pango signage in high-traffic areas, we can increase awareness and usage of the app among drivers. The Pango signage is designed to be eye-catching and informative, with clear calls-to-action that encourage drivers to download and use the app. The signage can be customized to include unique branding elements, such as the City's logo, color schemes, or other design elements. Additionally, the Pango signage can be updated or replaced as needed to reflect changes in the app's features or functionality.

Signs are Constructed of:

Heavy-duty 0.080 gauge, Alodine treated aluminum for maximum exterior life.



Sign Header
Sign header information

Parking Space or Zone Number
Parking space and or zone number

Directional Arrow
Direction of parking area.

Scan2park QR Code
Scan to park with out having to create an account. Perfect if you only plan on parking once at this location.

Alterative Contact Information
Other ways to contact Pango

Download QR Code
Scan this QR code to download the pango applicaiton

Decals

Pango decal stickers are a simple yet effective way to promote the Pango Parking Application and encourage user adoption. These stickers can be placed on a variety of surfaces, such as parking meters, and other high-traffic areas, to increase awareness of the app among drivers. The Pango decal stickers feature a clear and recognizable design, with the app's logo and a call-to-action to download the app. By placing these stickers in strategic locations, such as in high-traffic areas, parking garages, and other popular parking destinations, we can increase the visibility of the Pango app and encourage more drivers to download and use the app. Additionally, the Pango decal stickers can be customized with unique branding elements, such as the City's logo or color scheme, to further promote brand awareness and recognition. Overall, Pango decal stickers are a simple and cost-effective way to promote the app and increase user adoption, helping to streamline the parking experience for drivers..



Custom Design Decals

At Pango, we understand that every City's parking meter infrastructure is unique, which is why we offer customized decal stickers that can fit any meter type. Our team can work closely with the City to determine the exact dimensions and specifications of its parking meters, and create decal stickers that are tailored to fit seamlessly onto each meter. Our team of experts can also work with the City to create custom branding elements, such as logos, color schemes, or other design elements, to be included on the decal stickers. By creating custom decal stickers that fit each meter type, we can ensure that the Pango app is accessible and user-friendly for all drivers, regardless of the type of meter they encounter.

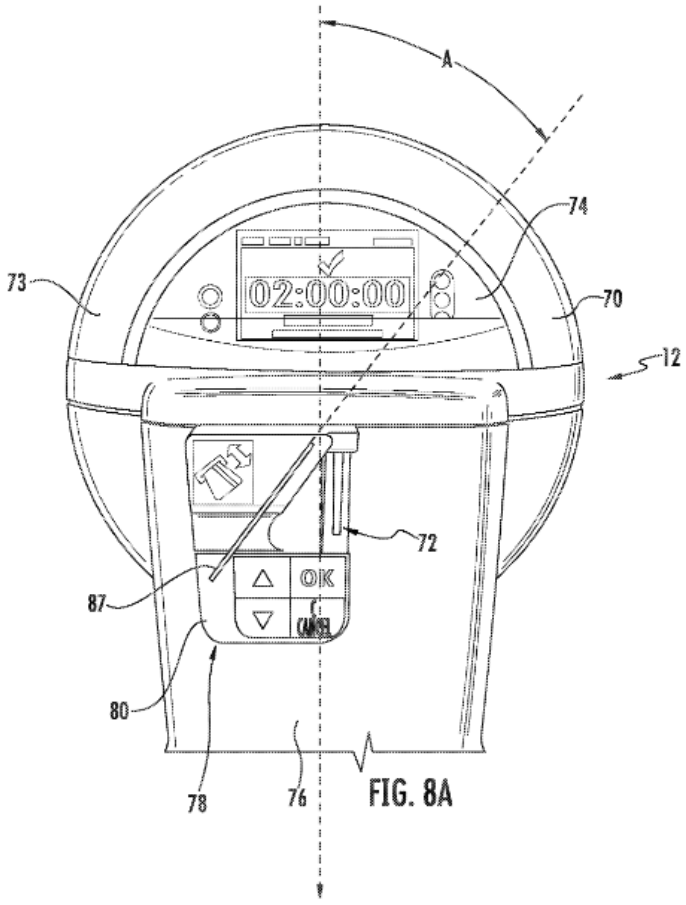


FIG. 8A

KEY PERSONNEL

Our proposal is supported by the same skilled implementation team that has successfully deployed systems in over ten major cities across North America, consistently managing each project from inception through to ongoing maintenance. This continuity ensures not only familiarity with the specific complexities of each project but also a deep understanding of the unique needs of urban parking systems.

Each member of this team has been involved in the referenced projects in our proposal, providing a deep reservoir of relevant experience and a proven track record. Our commitment extends beyond implementation; the same team will continue to support the Town of Needham through training and maintenance, ensuring the highest levels of service continuity and system performance. This approach not only streamlines interactions but also enhances the effectiveness of the solution long-term.

The Pango Parking implementation team for Needham will consist of five key personnel:

Primary Contact Person

OFFICIAL CONTACT PERSON **(Single Point of Contact For The Entire Project)**	Mr. John Incandela, Chief Executive Officer, 100 Southeast Third Avenue 10th Floor | Fort Lauderdale, FL 33394 P 1-844-726-4644 | Jincandela@mobilesmart.city

Other Roles & Responsibilities

Role Assigned	Responsibilities
PROJECT MANAGER John Incandela, CEO	• Communicate with the City to understand their needs and requirements. • Develop a project plan and timeline for the new system setup. • Provide regular updates on project progress and timelines. • Ensure the new system is implemented on time and within budget. • Coordinate with the IT Manager, Equipment Manager, Account Manager, and Accounting liaison to ensure the new system setup meets the City's needs.
IT INTEGRATION MANAGER Jose Cano, CTO	• Install and configure the new system to meet the City requirements.Ie Rates, Rules etc • Ensure the new system is secure and reliable. • Test the new system to ensure it is functioning correctly. • Provide support for the customer to address any technical issues that arise during the new system setup. • Train the customer on how to use the new system.

Role Assigned	Responsibilities
EQUIPMENT TECHNICAL MANAGER Kris Slipek	• Install and configure the equipment needed for the new system. • Ensure the equipment is functioning correctly. • Test the equipment to ensure it is compatible with the new system. • Provide support for the customer to address any equipment-related issues that arise during the new system setup. • Train the customer on how to use the equipment.
ACCOUNT | CUSTOMER MANAGER Mark Tulloch	• Work with the City to support their needs and requirements. • Ensure the customer is satisfied with the new system setup. • Provide training to the customer on how to use the mobile parking payment application. • Provide ongoing support to the customer after the new system setup is completed.
ACCOUNTING LIAISON Silvia Orozco, CFO	• Ensure the customer is invoiced correctly for the new system setup. • Work with the customer to address any billing or financial issues that arise. • Ensure compliance with accounting policies and procedures. • Provide financial reporting to the customer related to the new system setup. • Coordinate with the Project Manager to ensure the new system setup is completed on time and within budget.

JOHN INCANDELA

CHIEF EXECUTIVE OFFICER



PROFILE

A seasoned professional with a proven track record in strategic planning, execution, and business management, with a focus on maximizing profits and developing and maintaining strong relationships with clients. With over 10 years of experience in the parking industry, including oversight of 110+ parking locations, 25 direct employees, 450+ company employees, and $45+ million budgets, I have successfully developed new business segments in on-street meter collections and maintenance. I am a reliable and asset with a positive work history.

EDUCATION

SUNY BROCKPORT
BROCKPORT, NY
BACHELOR'S DEGREE | 1980 - 1982

A Bachelor's degree in Criminal Justice is a four-year undergraduate program that focuses on the study of the criminal justice system and its various components, including law enforcement, the courts, and corrections.

FARMINGDALE STATE COLLEGE (SUNY)
FARMINGDALE, NY
ASSOCIATE'S DEGREE | JAN 2003 – APR 2007

An associate's degree in criminal justice is a two-year undergraduate degree program that focuses on the study of the criminal justice system and its various components, including law enforcement, courts, and corrections.

EXPERIENCE

PRESIDENT & CEO
MOBILE SMART CITY CORP | OCT 2016 - PRESENT

- Led the company to become a leader in the industry through strategic planning and execution
- Overseen 25% growth in revenue, 30% growth in new locations, and the introduction of new technology solutions
- Developed and led the IT & RD team and the operational team nationwide

ADDITIONAL WORK HISTORY AVIALABLE UPON REQUEST

CONTACTS

W: www.mobilesmart.city
E: Jincandela@mobilesmart.city
P: 1-844-726-4644
L: 100 Southeast Third Avenue
Fort Lauderdale, FL 33394

JOSE M. CANO

CHIEF TECHNOLOGY OFFICER (CTO)



PROFILE

An experienced and highly skilled IT professional with over twenty years in the industry, Jose has a diverse background in leading technical teams and implementing solutions. As CTO for Mobile Smart Cities, he has over a year of experience in the parking industry, where he has been responsible for supporting and improving the PANGO Mobile parking app in the USA, along with laying the foundation for future growth. With a strong background in project management, technical processes, and problem management, Jose is well-suited to lead technical teams in delivering and maintaining high-quality solutions.

EDUCATION

TECHNICAL KNOWLEDGE

- Programming languages: C, Perl, and Java.
- RDBMS: Oracle 8.1.x and Informix 7.24, MySQL, SQL SERVER
- Operating systems: Unix I-IP-UX 10.20-11.0, Linux, Windows R2 Servers
- Software: CVS, TRUEChange and Microsoft Office, Activelv1Q ASAP, Comptel SAS/iviDS, Vitria, TIBCO, BSS, Siebel, CORBA, TCP/IP, GSIvi/GPRS y 32EE

TRAINING COURSES & EDUCATIONAL AFFILIATION

- 2011: Course of motivation. Madrid.
- 2006: Internal QA auditing course.
- 2005: Course of motivation. Madrid.
- 2005: Project Management. Madrid.
- 2004: Introduction to TIBCO portfolio products. Madrid.
- 2003: Internal seminars on mobile value added services: Voice applications, Mobile Internet, Intranet

EXPERIENCE

CHIEF TECHNOLOGY OFFICER (CTO)

MOBILE SMART CITY CORP | NOVEMBER 2016 - PRESENT

- Improving technical processes and carrying out major deployments to improve the features of the PANGO mobile app, which is available on iOS and Android platforms and deployed in over 20 locations.
- Managing daily operations, reporting, and problem management to ensure smooth performance and quick resolution of bugs.

ADDITIONAL WORK HISTORY AVIALABLE UPON REQUEST

CONTACTS

W: www.mobilesmart.city
E: Jincandela@mobilesmart.city
P: 1-844-726-4644
L: 100 Southeast Third Avenue
Fort Lauderdale, FL 33394

KRIS SLIPEK

SENIOR TECHNICIAN



PROFILE

A senior parking meter technician with 30 years of experience in inspection, adjustment, and repair of parking meters, controls, and electro-mechanisms both in the field and in the shop. Proven track record in providing customer support, project management, and technical training.

EDUCATION

TECHNICAL KNOWLEDGE

- A+ Certification
- Network+ Certification
- Cisco Certified Network Associate (CCNA)

LANGUAGES

- English (Fluent, Speaking, Reading, Writing)
- Polish (Native Language)
- Russian (Intermediate, Speaking, Reading, Writing)

EXPERIENCE

SERVICE & SALES ENGINEER, PROJECT MANAGER

MOBILE SMART CITY CORP | MAY 2011 - PRESENT

- Served as a primary technical resource for domestic and international company operations, providing customer support for all stages of product integration including initial assessments, feasibility estimates, equipment installation, hardware programming, customer training, and post-sale technical support and maintenance.
- Managed and executed product installations, including on-site equipment support, hardware programming, and customer training.
- Built and maintained customer relationships throughout the sales cycle, serving as a critical point of contact for clients and administrator for all U.S. and Canada installations.
- Developed and implemented key training programs for the company's sales force, distributors, partners, and direct customers.
- Coordinated technology integration efforts between R&D Department and third-party vendors.

ADDITIONAL WORK HISTORY AVIALABLE UPON RE-

CONTACTS

W: www.mobilesmart.city
E: Kslipek@mobilesmart.city
P: 1-844-726-4644
L: 100 Southeast Third Avenue
Fort Lauderdale, FL 33394

MARCANTHONY TULLOCH

CUSTOMER SERVICE DIRECTOR



PROFILE

Over 20 years of experience in providing critical customer support in a fast-paced, results-driven environment for public utility products and services. Strong commitment to customer service and ability to foster productive relationships, resolve complex issues, and earn customer loyalty.

EDUCATION

AMERICAN INTERCONTINENTAL UNIVERSITY
MIAMI, FL
BACHELOR'S DEGREE |

Undergraduate degree business principles, management practices, and analytical skills. The program typically includes coursework in accounting, finance, marketing, management, and economics.

EXPERIENCE

CUSTOMER SERVICE DIRECTOR

MOBILE SMART CITY CORP | JANUARY 2016 - PRESENT

- Identify and develop culture, process, and performance improvements and efficiencies for customers and lead/develop a team that delivers customer interactions across multiple channels including front and back office, telephone, email, online live chat, video, social media, and correspondence. Manage call center team and oversee all back office support.

ADDITIONAL WORK HISTORY AVIALABLE UPON RE-

CONTACTS

W: www.mobilesmart.city
E: Mtulloch@mobilesmart.city
P: 1-844-726-4644
L: 100 Southeast Third Avenue
Fort Lauderdale, FL 33394

HEADQUARTERS
100 SOUTHEAST THIRD AVENUE, 10TH FLOOR
FORT LAUDERDALE, FL 33394
PHONE: +1-844-726-4644

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS
RFP NO. 25-08-PW

COMPREHENSIVE PAID PARKING SOLUTION

City of Destin, Florida
May 12, 2025

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

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for a comprehensive Paid Parking Solution Contract for City parking lots for **two years with the option for three additional one-year renewals, not to exceed five years**. Interested parties should contact the City Clerk's office to obtain copies of the bid documents by calling them at 850-837-4242. The Scope of Work will include, but not be limited to, software, hardware, and customer services to support an existing Paid Parking Program. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids 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 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION**", along with the name, return address and telephone number of the bidder, no later than **2:00 p.m. CT, on Thursday, June 19, 2025**. The City reserves the right to reject any and all Bids 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.

Larry Jones
City Manager

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	[X]
Letter of Interest	1	[X]
RFP 25-08-PW (copy)	1	[X]
Completed bid form (Exhibit A)	2	[X]
Responsive Bidder Qualifications Statement (Exhibit B)	2	[X]
Completed Public Entity Crimes Form (Exhibit C)	2	[X]
Completed Drug Free Form (Exhibit D)	2	[X]
Anti-Human Trafficking Affidavit (Exhibit E)	2	[X]
Proof of required Workman's Compensation Insurance documents	3	[X]
Proof of Required Liability Insurance	3	[X]
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	[X]
Copy of State license (if required for job)	3	[X]
Copy of City License (if business office is in Destin)	3	[X]
Qualification and Experience Narrative (no more than 10 pages)	4	[X]
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	[X]
Addenda (if applicable)	5	[X]
Any other documents as requested in bid package. Additional supporting documentation.	6	[X]

Bidder Initial: JI

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposal (RFP) to secure responses from qualified vendors for **COMPREHENSIVE PAID PARKING SOLUTION**.

It is the responsive proposer's responsibility to read and understand the requirements of this request for proposal. Responsive proposers 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 bid fully complies with all conditions identified.

Before submitting a bid, 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 Request for Proposals (RFP) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying 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 this RFP Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

A. All RFP's will be publicly opened and recorded for the receipt in the City Hall Boardroom on **June 19, 2025** at 2:00 P.M. (CT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
B. Any responses received after the 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 the 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 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. Respondents may request information regarding the RFP in writing from the City Clerk's Office, cityclerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.

D. If any addendum(s) are issued to this Request for Proposals, 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.

E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. 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 I.D. number on their RFP submittal.

F. *One (1) original and one (1) digital copy* of the RFP responses (on USB drive, .pdf format). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

G. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFP submission, 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.

K.

PROCUREMENT SCHEDULE	
Tasks	**Date**

RFP Advertised	Week of May 12, 2025
Last Day for Questions to be Submitted	June 12, 2025 at 2pm CT
Due Date/Bid Opening	June 19, 2025
Tentative Date - Bid Committee Evaluation	June 26, 2025
Tentative Date - City Council Meeting	July 7, 2025
Tentative Date - Notice of Award	Week of July 7, 2025
Tentative Date - Execution of Contract	Week of July 14, 2025

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking vendor, to include all necessary sub-vendors, with all applicable licenses to supply the services described in this advertisement.

3.1 Licensing Requirements

Provide all applicable licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier.

3.2 Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, 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 admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

4.0 PROJECT/PROGRAM OBJECTIVES AND BACKGROUND

The City is looking for an integrated, comprehensive, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app-based payments, revenue and data management, real-time parking availability information (preferred), robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage. City recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

The City's principal objective is to reduce congestion and improve the availability of parking in both our Harbor and Beach Parking Districts by influencing user parking preferences, increasing parking turnover rates, and improving the overall user experiences. Another objective is to allow patrons to pay by mobile device for parking beyond the initial period and to receive notifications when their time is about to expire so they can remotely add time. With that in mind, the parking management solution must satisfy the following:

a. Accommodates a range of convenient, stable and secure electronic and online payment methods with functionality that includes daily settlement and automated financial reconciliation options.
b. Provides a customer-friendly, easy-to-use system that eliminates trips to City offices or

phone calls to City staff to address routine transactions and/or appeals. This includes the use of signage to provide clear directions to parking locations and payment options.

c. Offers an easy-to-use data management interface that minimizes manual data entry.

d. Provides on-demand and structured reporting of revenues, transactions, and parking data,
including utilization, turnover rates, and enforcement trends.

e. Facilitates real-time parking permit management that offers easy access to customer and vehicle information. The solution must accommodate district-based permit pricing.

f. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms (*Marler Street Parking lot only, to be installed and maintained by respondent, map of this lot is provided as Figure 1*).

g. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline
service.

h. Provides real-time reporting of unpaid sessions (for lots equipped with camera equipment.)

The City's preference is that proposers furnish labor, materials, and equipment necessary to implement the parking management solution in line with the objectives outlined above, including installation of signage, technology, and other requisite materials. Any role the City is to perform in this regard must be clearly identified in the proposal.

BACKGROUND

Destin's Harbor District is a working waterfront with a mix of tourist-oriented retail, restaurants, recreational opportunities (pontoon boat and jet-ski rentals, dolphin tours, etc.), and infrastructure to support the City's commercial fishing fleet. The City of Destin is a major property owner with a boardwalk and parks that provide public access to Destin Harbor and Choctawhatchee Bay.

Tourist-oriented businesses are the predominant form of development on the south side of US98 along with the commercial fishing industry. On the north side of US98, restaurants and tourist-oriented uses.

Paid parking lots along the Harbor are mixed, with both public and private parking opportunities available. The City maintains three parking areas within this District:

Marler Street Parking Lot – approximately 150 spaces (paved, map provided as Figure 1)
Destin Community Center – approximately 90 spaces (paved)
Zerbe Street Parking Lot – approximately 80 spaces (unpaved)

Current daily parking rates for the Harbor District are $15. Destin residents can also receive a "Resident Pass/decal that allows unlimited use of these lots. In addition, a non-residential Harbor Parking Pass is available for $205 per calendar year. These passes are available at City Hall to those providing vehicle registrations showing a valid address with the Destin City Limits. Up to two of these free passes are available per household.

Destin's Beach Parking District provides parking opportunities for those wishing to enjoy the wonders of the Emerald Coast. Land Uses adjacent to these areas are primarily short-term residential (condos, townhomes, single-family homes, etc.). The City maintains both beach parks and beach accesses within this area. Parking rates for this District are currently $20 for 4 hours.

Paid Parking lots within this area are currently 100% publicly owned with most spaces provided as off-street parking within the Right-of-Way. The City maintains seven parking areas within this District:

Gulf Shore Drive – approximately 45 spaces (parallel along street)
Hutchinson – approximately 13 spaces (off street lot)
Barracuda – approximately 8 spaces (off street lot)
Pompano – approximately 29 spaces (off street lot)
Terra Cotta – approximately 13 spaces (off street lot)
Norriego Point – approximately 25 spaces (off street lot)
Shirah – approximately 11 spaces (off street lot)
Moreno Point – approximately 3 spaces (off street lot)

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of 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 bidder's submittal package. To ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP. The City will respond to written, e-mailed or faxed; inquiries received at least seven (7) working days prior to the RFP due date. The last day for inquiries is **June 12, 2025 at 2:00 p.m. (CT).** 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 or cityclerk@cityofdestin.com

5.3 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.

5.4 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.

5.5 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 RFP submittal.

5.6 Public Entity Crime Disclosure

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.

5.7 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.

5.8 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.

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **June 19, 2025**. 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 shall be submitted in a sealed package clearly marked on the outside "**RFP 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION**" 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's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals will be prepared per the checklist provided on page 3.

One (1) original and one (1) digital copy of the RFP responses (on USB drive). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Failure to provide any of the mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	**100**

1. **Price Proposal (Lump Sum)**
   a) Costs will be evaluated based on the prices/charges provided.
   b) Are 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/program? Does the contractor have experience with similar projects/programs?
   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?

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) Is the contractor's 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?

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: MOBILE SMART CITY CORP

Address: 100 Southeast Third Avenue 10th Floor

City & State: Fort Lauderdale, FL Zip Code: 33394

Telephone: ( ) :1-844-726-4644 Fax: ( ) :1-844-726-4644

E-mail: Jincandela@mobilesmart.city

Number of Years in Business: 8 Contact Name John Incandela

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
	1) Merchant Fee (flat)	N/A
	2) Merchant Fee Percentage	16%
	3) Transaction Fee	Included
	4) Merchant Processing Fee	Included
	5) Other Fees (List), list additional items on a separate sheet	
	a. Zeus Enforcement System	$1,250.00 / Per Month
	b. Ticket Pay	10%
	c. Handhelds	TBD
	d. LPR Cameras	$6,500 ea

Bidder Initial: JI

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	Signage	50% / 50% Share
b.		
c.		
d.		
e.		

3. Please list any additional items not previously addressed above: (use additional sheets as required)

LG1	$ 8,950.00
N42	$ 8,750.00
Multi space parking meter - Solar , CC Only (if Needed)	$ 8,564.75
Parking Meter Monthly Service Fee	$ 75.00
	$
	$

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

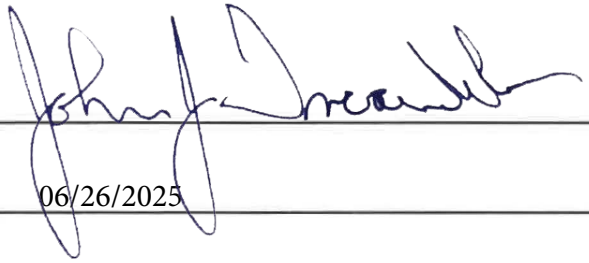
PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: John Incandela
(Print or Type)

Signature: 

Date of Bid: 06/26/2025

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT B

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

Submitted By:
Name: John Incandela
Address: 100 Southeast Third Avenue 10th Floor
City, State, Zip: Fort Lauderdale, FL 33394
Telephone No.: 1-844-726-4644 Ext 2
Fax No.: 1-844-726-4644 Ext 2

Check One
Corporation x
Partnership ___
Individual ___
Other ___

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:
   MOBILE SMART CITY CORP

   The address of the principal place of business is:
   100 Southeast Third Avenue 10th Floor
   Fort Lauderdale, FL 33394

2. If responsive bidder is a corporation, answer the following:
   a. Date of Incorporation: 02/16/2017
   b. State of Incorporation: Florida
   c. President's name: GARMA, LUIS
   d. Vice President's name: None
   e. Secretary's name: None
   f. Treasurer's name: None
   g. Name and address of Resident Agent: GARMA, LUIS 9110 SW 69th Terrace Miami, FL 33173

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:
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?
8 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.
P17000014804

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 Tab 6 Other Supporting Documents - Key Personnel

10. State the name of the individual who will have personal supervision of the work:
John J. Incandela, CEO

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:
None

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:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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 inquires?

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.

None

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) CEO

Subscribed and sworn to before me

This 24 day of June, 20 25

_____

(Notary Public Signature)

My Commission Expires: _____

END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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 25-08-PW Comprehensive Paid Parking Solution

2. This sworn statement is submitted by Mobile Smart City Corp whose business address is 100 Southeast Third Avenue, 10th Floor Fort Lauderdale, FL 33394 and (if applicable) Federal Employer Identification Number (FEIN) is 81-0786651 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John Incandela and my relationship to the entity named above is CEO

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)

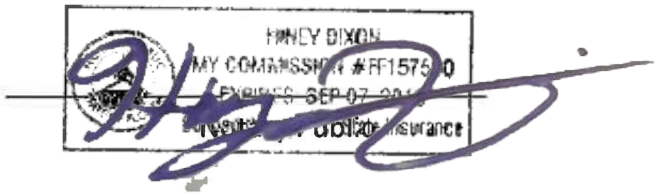
_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: 06/24/2025

(Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

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 24 day of JUNE, 2025, and is personally known to me, or has provided as identification.



My Commission expires:

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: MOBILE SMART CITY CORP

ADDRESS: 100 Southeast Third Avenue 10th Floor Fort Lauderdale, FL 33394

CITY: _____ STATE: ____ ZIP CODE: _____

TELEPHONE NUMBER: 1-844-726-4644 Ext 2

SIGNATURE: _____ DATE: 06/24/2025

NAME (TYPED OR PRINTED): John Incandela

TITLE: CEO

Bidder Initial: JI

EXHIBIT E

CITY OF DESTIN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I John Incandela (insert name) as CEO (insert title) on behalf of Mobile Smart City Corp (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Mobile Smart City Corp (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Mobile Smart City Corp (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: John Incandela

Title: CEO

Bidder Initial: JI

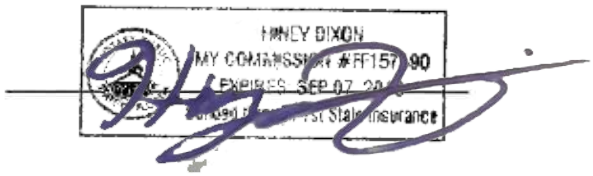
Nongovernmental entity:

Date:

STATE OF Florida

COUNTY OF Broward County

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by John Incandela as CEO on behalf of _____, who is personally known to me or who produced Driver License as identification this 24 day of June, 202 5.



Notary Public

(Notary Seal)

Figure 1. Marler Street Parking Lot, ingress/egress on north and east sides.



CC VND 00193508 2025 TR

Amazon Web Services, Inc. ■ 410 Terry Avenue North, Seattle, WA 98109-5210, U.S.A.

May 7, 2025

PANGO- Mobile Smart City Corp.
1 Financial Plz FL 1000
Fort Lauderdale, FL 33394
United States

Re: Letter of Support for Mobile Parking Payment System

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support PANGO- Mobile Smart City Corp. in its efforts to assist Mobile Smart City Corp. for Mobile Parking Payment System using the AWS Cloud. This letter confirms that PANGO- Mobile Smart City Corp. is an AWS Partner Network (APN) AWS Advanced Partner in good standing.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support PANGO- Mobile Smart City Corp. , and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Jamie Espersen, Partner Development Manager, at jeepers@amazon.com or N/A.

Sincerely,

Amazon Web Services, Inc.



Shannon Lowther
Senior Manager, Worldwide Public Sector Contract Management



RFP No. 25-08-PW - Integrated Smart Parking System

June 26th, 2025

Ashlee Barton
Regional Sales Manager
Ashlee.Barton@ParkMobile.io
(470) 373-1782

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City of Destin
RFP No. 25-08-PW - Integrated Smart Parking System
ParkMobile Response

TAB #1



1.1 Cover Sheet and Proposal Checklist

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS
RFP NO. 25-08-PW

COMPREHENSIVE PAID PARKING SOLUTION

Submitted by ParkMobile, LLC
1075 Peachtree St NE, Suite 3100
Altlanta, GA 30309

Contact:
Ashlee Barton
Regional Sales Manager
Ashlee.Barton@ParkMobile.io
(470) 373-1782

City of Destin, Florida
May 12, 2025

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

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	[✓]
Letter of Interest	1	[✓]
RFP 25-08-PW (copy)	1	[✓]
Completed bid form (Exhibit A)	2	[✓]
Responsive Bidder Qualifications Statement (Exhibit B)	2	[✓]
Completed Public Entity Crimes Form (Exhibit C)	2	[✓]
Completed Drug Free Form (Exhibit D)	2	[✓]
Anti-Human Trafficking Affidavit (Exhibit E)	2	[✓]
Proof of required Workman's Compensation Insurance documents	3	[✓]
Proof of Required Liability Insurance	3	[✓]
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	[✓]
Copy of State license (if required for job)	3	[✓]
Copy of City License (if business office is in Destin)	3	[✓]
Qualification and Experience Narrative (no more than 10 pages)	4	[✓]
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	[✓]
Addenda (if applicable)	5	[✓]
Any other documents as requested in bid package. Additional supporting documentation.	6	[✓]

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1.2 Letter of Interest

June 26th, 2025

City Manager Larry Jones
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

RE: The City of Destin's RFP NO. 23-13-PW for a Comprehensive Paid Parking Solution

Dear Mr. Jones,

ParkMobile is pleased to submit this proposal in response to the City of Destin's RFP for Comprehensive Paid Parking Solution. We have an outstanding track record of successfully driving strong mobile payment adoption and client retention with thousands of deployments across the US, including nearby cities of Pensacola, Sarasota, St. Petersburg, Tampa, Clearwater, Madeira Beach, and more than 20 other cities across Florida.

ParkMobile is part of Arrive, our new global brand for EasyPark companies that also include Flowbird and Parkopedia. United under the 'Arrive' brand, we continue to enhance and improve the world's leading global mobility platform. Our mission is to help make cities more liveable by supplying key technologies and services to support better urban mobility.

Arrive is committed to empowering people and decision-makers to make better choices about urban mobility and ease the experience of travel. It's the company's mission to do this in as many cities as possible, regardless of size, location, or mobility maturity. Arrive believes mobility is about more than function, it's about simplifying the experience of travel for everyone who lives in a city in an effort to make cities even more enjoyable to live in.

Arrive's vision of making cities more livable is an inherited testament to the work EasyPark Group, Flowbird Group, ParkMobile and Parkopedia achieved individually over the last 20 years. We are now building the world's leading global mobility platform. We can't do it alone, we can only do it together with cities, with riders and with drivers. We look forward to working together with the City of Destin to improve the travel experience for both residents and visitors alike.

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1.2.1 ParkMobile by the Numbers

The ParkMobile App is the most popular and complete Mobile Parking Payment app in the U.S.

- **Users**: ParkMobile has over 70 Million Users. ParkMobile adds 1 Million New Users every 30-40 days. Within the State of Florida, ParkMobile has over 12.5 million users and has processed over 103 million transactions.
- **Transactions**: ParkMobile averages over 370,000 daily transactions and 15 Million monthly transactions.
- **Adoption**: ParkMobile has the highest adoption in the industry. ParkMobile's playbook connects effective marketing and signage to the largest network in the United States to increase true adoption levels.
- **Integrations**: ParkMobile connects the parking and transportation ecosystem with over 100 active integrations in enforcement, meters, LPR, PARCS, merchant processors, event handhelds, and much more.
- **Installations**: Over 300,000 Flowbird pay stations have been deployed around the world in more than 5,000 cities, including Pensacola, Clearwater, Pinellas County, Tampa and Orlando.

1.2.2 Our Proposed Solution for the City of Destin: A Unified and Optimized Parking Program

ParkMobile has thoroughly reviewed the City of Destin's RFP and understands that the City is seeking an integrated, comprehensive, turnkey solution to reduce congestion and improve parking availability in the Harbor and Beach Parking Districts. As a popular tourist destination, Destin needs a wide variety of payment options and user convenience to influence parking preferences, increase parking turnover, and improve the overall user experience.

We are proposing a comprehensive, interconnected, and efficient paid parking solution that fully meets the City's requirements. With our industry-leading ParkMobile Mobile Parking Payment System as the foundation, our solution also includes our permit application, our CWT parking pay stations (where applicable), and an advanced enforcement and collections from our partner Park Loyalty. This holistic approach ensures high quality services and equitable access for the City's customers while providing streamlined operations and maximized efficiency for the City.

The City of Destin has expressed a clear preference for mobile payments to be the primary method for parking, aiming to minimize the installation of physical parking hardware while still ensuring fair and accessible payment options for all citizens. ***ParkMobile is uniquely positioned to meet this objective by offering an extensive and equitable range of payment methods designed to cater to diverse user preferences***

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and technological access. As the most popular and highest used parking application in the US, many of the parking customers in Destin already have our mobile app on their phones.

Our **ParkMobile Mobile Payment ecosystem** includes:

- **ParkMobile App**: A user-friendly mobile application for seamless parking payment and extension.
- **Web Experience with Guest Checkout**: A robust web-based platform with a guest checkout feature, allowing users to pay without downloading the app or creating an account.
- **IVR Phone Call**: For those without smartphones, our Interactive Voice Response (IVR) system enables payment via a simple phone call.
- **Text or Scan to Pay**: For users who don't want to download the mobile app, we offer innovative options like text-to-pay and scan-to-pay leverage QR codes and short text codes for quick and convenient session initiation.

Beyond interface variety, ParkMobile ensures broad financial accessibility by accepting all major credit/debit cards and digital wallets such as Apple Pay, Google Pay, and our own ParkMobile Wallet. We will work with the City to promote the use of the mobile app as well as the Text or Scan to Pay services to make paying for parking as convenient as possible. This includes the supply of signage and decals that can be put on any pay stations that are installed.

Through ParkMobile's parent company Arrive's recent acquisition of Flowbird, ParkMobile's product portfolio now includes **CWT parking pay stations**. This crucial addition introduces the option for physical cash payments directly into ParkMobile's diverse set of payment methods. This is vital for individuals who prefer to pay with cash, lack access to credit/debit cards, or are unbanked, fully realizing the City's commitment to equitable payment options.

ParkMobile's **Residential Discount Program** is a lightweight permitting solution that enables the City to provide discounted or even free rates to Destin residents while visitors to the community pay the standard rate. If Destin would alternatively like to deploy a full permitting program, we can provide our **Virtual Permitting** platform that replaces physical placards and stickers.

We've partnered with **Park Loyalty to offer Destin a suite of robust and affordable enforcement solutions**. Park Loyalty is renowned for its advanced systems and experienced team. The solutions we propose include:

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- **Enforce Pro**: Provides comprehensive tools for efficient enforcement, including license plate recognition (LPR), digital chalking, and real-time violation issuance, automating and streamlining workflows.
- **Process Pro**: A citation processing platform that streamlines the entire parking violation lifecycle, from notice generation and ticket processing to online payments, appeals, adjudication, and sanction handling, designed to improve efficiency and revenue collection. Motorists will be able to manage their citations, including payment, through a City branded **Motorist Portal**, dramatically reducing the workload for City staff.
- **Fixed LPR Camera**: A fixed LPR camera option is available for the Marler Street Parking lot.
- **Genetec AutoVu Mobile LPR Solution**: An option that leverages advanced vehicle mounted license plate recognition for efficient enforcement and real-time violation detection.

Park Loyalty's enforcement suite offers ***seamless integration*** with ParkMobile's payment infrastructure, providing real-time communication of vehicle payment status. This ***ensures accurate and efficient enforcement operations***, delivering a ***fully interconnected system*** that consistently communicates to facilitate fair and precise operations while offering equitable payment options to Destin's diverse customer base.

1.2.3 Fully Integrated Parking Management Program

Our proposed ***fully integrated and seamless parking management program*** designed to achieve the City's objectives through a powerful combination of our leading mobile payment platform, permitting applications, CWT parking pay stations, and Park Loyalty's advanced enforcement solutions. This cohesive system ensures unparalleled efficiency, accuracy, and user satisfaction.

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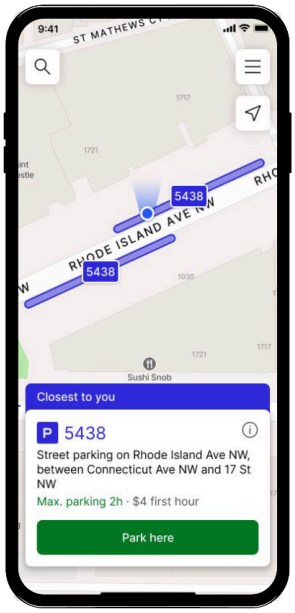
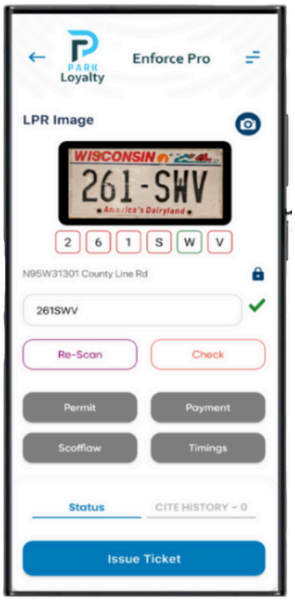
ParkMobile Mobile Parking Payment System



CWT Parking Pay Stations



Park Loyalty Enforcement Suite



1.2.4 ParkMobile and Park Loyalty: The Ideal Partnership for Destin

Our combined expertise provides a best-in-class, integrated ecosystem for Destin's parking management needs. While our platform seamlessly integrates with any enforcement provider via an open API infrastructure, our partnership with Park Loyalty offers a pre-vetted, highly efficient enforcement platform. This comprehensive approach directly addresses Destin's objectives:

1. **Influencing User Parking Preferences & Increasing Adoption:**

- **Contactless & Trusted Payment**: ParkMobile provides a widely adopted (70M+ users nationwide, 11.6M+ in Florida) and trusted mobile parking payment platform, offering users safe and reliable options directly from their mobile devices. This is critical for tourist areas where users may already have our app, reducing friction and driving adoption. For example, 76,000+ ParkMobile users from Washington, DC have generated over 5.1 million mobile parking transactions in Miami Beach alone.
- **Diverse Payment Options**: We accommodate a range of convenient, secure electronic and online payment methods, including phone/app-based payments.
- **CWT Pay Stations**: We will deploy efficient pay stations integrated with our software, minimizing the need for numerous machines and avoiding extensive cash/coin handling, while ensuring equitable access. CWT pay stations are

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user-friendly, accept various electronic payments, and provide reliable transaction processing, seamlessly feeding data to our integrated system.

- **Remote Time Extension & Notifications**: Patrons can easily pay for parking, extend sessions remotely both for the mobile app as well as the pay stations, and receive expiration notifications via mobile devices.
- **Resident Discount Program**: A unique offering deployed in Florida cities like Clearwater and Miami Beach, this program provides Destin residents with reduced or free parking while visitors pay standard rates. It also allows for custom messages within the app to inform non-permit holders of parking restrictions and can provide a full permitting solution if desired.

2. Increasing Parking Turnover Rates & Data Management:

- **Dynamic Pricing & Policies**: ParkMobile supports complex and dynamic pricing structures, enabling the City to program rates and policies based on demand, effectively increasing parking turnover. We manage intricate parking structures for major municipalities like Miami, Miami Beach, Philadelphia, and Washington, DC.
- **Robust Reporting & Analytics**: Our system provides on-demand and structured reporting of revenues, transactions, and critical parking data, including utilization, turnover rates, and enforcement trends. Real-time reporting of unpaid sessions is also available for camera-equipped lots.
- **Intuitive Data Management**: Our easy-to-use data management interface minimizes manual data entry, streamlining operations.

3. Improving Overall User Experience & Enforcement:

- **Customer-Friendly System**: Our system eliminates unnecessary trips to City offices or phone calls, offering intuitive customer service tools and easy-to-use help screens, online technical support, tutorials, and a telephone hotline in multiple languages.
- **Wayfinding & Signage**: Our proposal includes the design, integration, installation, testing, training, and support for the solution, including provision and placement of clear parking and wayfinding signage to guide users.
- **Integrated Enforcement**: Park Loyalty's platform utilizes license plate recognition (LPR) technology for monitoring and enforcement, including digital chalking and integration with DMV and related platforms (specifically for Marler Street Parking lot). This provides seamless enforcement operations and enhances compliance.

1.2.5 ParkMobile's Advanced Technology and Infrastructure

The ParkMobile parking management program is built on secure, reliable, and scalable cloud-based infrastructure, ensuring high performance and data integrity as an open API architecture that not only connects its component sub-systems, but allows for seamless

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integration with various third-party systems in the future, providing maximum flexibility for Destin's evolving needs.



- **Scalability & Reliability**: Our cloud-native platform is designed to handle immense transaction volumes and user loads, ensuring consistent performance even during peak tourist seasons. We maintain redundant systems and robust backup protocols to guarantee uninterrupted service.
- **Security**: We adhere to the highest industry standards for data security and payment processing, including PCI compliance. All sensitive data is encrypted, and our systems undergo regular security audits to protect user information and financial transactions.
- **Real-time Data and Analytics**: Our platform provides access to critical parking data, enabling Destin to monitor parking activity, identify trends, and make dynamic adjustments to pricing and policies for optimal revenue and turnover. This real-time visibility empowers informed decision-making.
- **Continuous Innovation**: We are committed to continuous product development and feature enhancements, ensuring Destin benefits from the latest advancements in parking technology. Regular software updates are deployed seamlessly with minimal disruption.

1.2.6 ParkMobile's Accelerated Deployment for Destin

ParkMobile offers an efficient mobile payment program, ensuring a swift and successful launch within 40-60 days of contract execution, generating immediate parking revenue while hardware deployment continues. Our ***proven track record of on-time deployments*** starts with our three-stage approach—Planning, Deployment, and Adoption—guarantees a seamless transition:

- **Planning Phase**: Begins with a kickoff call to meticulously document parking inventory, configure zone and rate structures, and design customized signage and decals for high user adoption.
- **Deployment Phase**: Focuses on execution, including signage production and installation, final zone configurations, and rigorous transaction testing. Our marketing team collaborates with the City on press releases and social media campaigns to promote ParkMobile's availability in Destin.

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- **Quality Assurance and Training**: User Acceptance Testing (UAT) is performed pre-go-live and after 30 days to confirm accurate pricing, payment processing, and seamless integration with enforcement systems. Comprehensive web-based training is provided for all designated personnel (Admin, Read-Only, Enforcement, Customer Transaction Lookup users) to ensure proficiency with ParkMobile's back-office systems.

- **Adoption Phase**: Provides ongoing support and optimization post-launch through regular calls, a dedicated Account Manager, KPI tracking, and continuous training on ParkMobile systems.

1.2.7 Return on Investment (ROI) and Cost-Effectiveness

ParkMobile's integrated solution offers significant financial and operational benefits, delivering a strong return on investment for the City of Destin:

- **Increased Revenue**: Higher adoption rates due to our large user base and convenient payment options directly translate to increased parking revenue. Dynamic pricing capabilities allow the City to optimize rates based on demand, further maximizing income. Improved compliance through integrated enforcement also contributes to revenue growth.
- **Reduced Operational Costs**: Our proven high adoption rates for the ParkMobile app will enable the City to right-size its fleet of CWT pay stations, significantly reducing cash/coin handling maintenance, collection, and security costs associated with traditional parking systems. The streamlined data management interface minimizes manual data entry and associated administrative burdens.
- **Enhanced Efficiency**: Automated enforcement via LPR technology and real-time data access improve the efficiency of parking management and enforcement operations.
- **Improved User Experience**: A convenient and intuitive parking experience for residents and tourists reduces frustration, encourages compliance, and enhances the overall perception of Destin as a visitor-friendly destination, removing a common obstacle for boosting tourism and local commerce.

1.2.8 Final Thoughts

ParkMobile is the most innovative, successful and complete mobility solution in North America. Our market leadership comes from providing clients like Destin with the best service, responsiveness, and functionality in the industry. We are committed to maintaining and improving our world-class mobility solution for the City's parking program.

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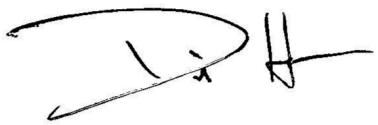
Thank you for the opportunity to submit our response. Should you have any questions, please do not hesitate to contact Ashlee Barton, Regional Sales Manager, via email at ashlee.barton@parkmobile.io or phone at (470) 373-1782.

Sincerely,



David Holler
VP, Sales
ParkMobile, LLC

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1.3 Copy of RFP 25-08-PW

We have attached an initialed copy of RFP 25-08-PW after this page.

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CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS
RFP NO. 25-08-PW

COMPREHENSIVE PAID PARKING SOLUTION

City of Destin, Florida
May 12, 2025

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

TO

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for a comprehensive Paid Parking Solution Contract for City parking lots for **two years with the option for three additional one-year renewals, not to exceed five years**. Interested parties should contact the City Clerk's office to obtain copies of the bid documents by calling them at 850-837-4242. The Scope of Work will include, but not be limited to, software, hardware, and customer services to support an existing Paid Parking Program. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids 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 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION**", along with the name, return address and telephone number of the bidder, no later than **2:00 p.m. CT, on Thursday, June 19, 2025**. The City reserves the right to reject any and all Bids 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.

Larry Jones
City Manager

Bidder Initial: TO

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	[ ]
Letter of Interest	1	[ ]
RFP 25-08-PW (copy)	1	[ ]
Completed bid form (Exhibit A)	2	[ ]
Responsive Bidder Qualifications Statement (Exhibit B)	2	[ ]
Completed Public Entity Crimes Form (Exhibit C)	2	[ ]
Completed Drug Free Form (Exhibit D)	2	[ ]
Anti-Human Trafficking Affidavit (Exhibit E)	2	[ ]
Proof of required Workman's Compensation Insurance documents	3	[ ]
Proof of Required Liability Insurance	3	[ ]
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	[ ]
Copy of State license (if required for job)	3	[ ]
Copy of City License (if business office is in Destin)	3	[ ]
Qualification and Experience Narrative (no more than 10 pages)	4	[ ]
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	[ ]
Addenda (if applicable)	5	[ ]
Any other documents as requested in bid package. Additional supporting documentation.	6	[ ]

Bidder Initial: TO 3

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposal (RFP) to secure responses from qualified vendors for **COMPREHENSIVE PAID PARKING SOLUTION.**

It is the responsive proposer's responsibility to read and understand the requirements of this request for proposal. Responsive proposers 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 bid fully complies with all conditions identified.

Before submitting a bid, 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 Request for Proposals (RFP) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying 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 this RFP Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

A. All RFP's will be publicly opened and recorded for the receipt in the City Hall Boardroom on **June 19, 2025** at 2:00 P.M. (CT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
B. Any responses received after the stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFP submittal

Bidder Initial: TO

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delivered to the 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 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. Respondents may request information regarding the RFP in writing from the City Clerk's Office, cityclerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.

D. If any addendum(s) are issued to this Request for Proposals, 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.

E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. 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 I.D. number on their RFP submittal.

F. *One (1) original and one (1) digital copy* of the RFP responses (on USB drive, .pdf format). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

G. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFP submission, 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.

K.

PROCUREMENT SCHEDULE	
Tasks	**Date**

Bidder Initial: TO

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

RFP Advertised	Week of May 12, 2025
Last Day for Questions to be Submitted	June 12, 2025 at 2pm CT
Due Date/Bid Opening	June 19, 2025
Tentative Date - Bid Committee Evaluation	June 26, 2025
Tentative Date - City Council Meeting	July 7, 2025
Tentative Date - Notice of Award	Week of July 7, 2025
Tentative Date - Execution of Contract	Week of July 14, 2025

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking vendor, to include all necessary sub-vendors, with all applicable licenses to supply the services described in this advertisement.

3.1 Licensing Requirements

Provide all applicable licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier.

3.2 Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, 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 admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

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3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

4.0 PROJECT/PROGRAM OBJECTIVES AND BACKGROUND

The City is looking for an integrated, comprehensive, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app-based payments, revenue and data management, real-time parking availability information (preferred), robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage. City recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

The City's principal objective is to reduce congestion and improve the availability of parking in both our Harbor and Beach Parking Districts by influencing user parking preferences, increasing parking turnover rates, and improving the overall user experiences. Another objective is to allow patrons to pay by mobile device for parking beyond the initial period and to receive notifications when their time is about to expire so they can remotely add time. With that in mind, the parking management solution must satisfy the following:

a. Accommodates a range of convenient, stable and secure electronic and online payment methods with functionality that includes daily settlement and automated financial reconciliation options.
b. Provides a customer-friendly, easy-to-use system that eliminates trips to City offices or

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phone calls to City staff to address routine transactions and/or appeals. This includes the use of signage to provide clear directions to parking locations and payment options.

c. Offers an easy-to-use data management interface that minimizes manual data entry.

d. Provides on-demand and structured reporting of revenues, transactions, and parking data,
including utilization, turnover rates, and enforcement trends.

e. Facilitates real-time parking permit management that offers easy access to customer and vehicle information. The solution must accommodate district-based permit pricing.

f. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms (*Marler Street Parking lot only, to be installed and maintained by respondent, map of this lot is provided as Figure 1*).

g. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline
service.

h. Provides real-time reporting of unpaid sessions (for lots equipped with camera equipment.)

The City's preference is that proposers furnish labor, materials, and equipment necessary to implement the parking management solution in line with the objectives outlined above, including installation of signage, technology, and other requisite materials. Any role the City is to perform in this regard must be clearly identified in the proposal.

BACKGROUND

Destin's Harbor District is a working waterfront with a mix of tourist-oriented retail, restaurants, recreational opportunities (pontoon boat and jet-ski rentals, dolphin tours, etc.), and infrastructure to support the City's commercial fishing fleet. The City of Destin is a major property owner with a boardwalk and parks that provide public access to Destin Harbor and Choctawhatchee Bay.

Tourist-oriented businesses are the predominant form of development on the south side of US98 along with the commercial fishing industry. On the north side of US98, restaurants and tourist-oriented uses.

Paid parking lots along the Harbor are mixed, with both public and private parking opportunities available. The City maintains three parking areas within this District:

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Marler Street Parking Lot – approximately 150 spaces (paved, map provided as Figure 1)
Destin Community Center – approximately 90 spaces (paved)
Zerbe Street Parking Lot – approximately 80 spaces (unpaved)

Current daily parking rates for the Harbor District are $15. Destin residents can also receive a "Resident Pass/decal that allows unlimited use of these lots. In addition, a non-residential Harbor Parking Pass is available for $205 per calendar year. These passes are available at City Hall to those providing vehicle registrations showing a valid address with the Destin City Limits. Up to two of these free passes are available per household.

Destin's Beach Parking District provides parking opportunities for those wishing to enjoy the wonders of the Emerald Coast. Land Uses adjacent to these areas are primarily short-term residential (condos, townhomes, single-family homes, etc.). The City maintains both beach parks and beach accesses within this area. Parking rates for this District are currently $20 for 4 hours.

Paid Parking lots within this area are currently 100% publicly owned with most spaces provided as off-street parking within the Right-of-Way. The City maintains seven parking areas within this District:

Gulf Shore Drive – approximately 45 spaces (parallel along street)
Hutchinson – approximately 13 spaces (off street lot)
Barracuda – approximately 8 spaces (off street lot)
Pompano – approximately 29 spaces (off street lot)
Terra Cotta – approximately 13 spaces (off street lot)
Norriego Point – approximately 25 spaces (off street lot)
Shirah – approximately 11 spaces (off street lot)
Moreno Point – approximately 3 spaces (off street lot)

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of 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 bidder's submittal package. To ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP. The City will respond to written, e-mailed or faxed; inquiries received at least seven (7) working days prior to the RFP due date. The last day for inquiries is **June 12, 2025 at 2:00 p.m. (CT).** 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 or cityclerk@cityofdestin.com

5.3 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.

5.4 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.

5.5 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

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demonstrate a Drug-Free Workplace Program shall provide certification form with the RFP submittal.

5.6 Public Entity Crime Disclosure

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.

5.7 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.

5.8 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

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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.

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **June 19, 2025**. 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 shall be submitted in a sealed package clearly marked on the outside "**RFP 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION**" 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's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals will be prepared per the checklist provided on page 3.

One (1) original and one (1) digital copy of the RFP responses (on USB drive). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Bidder Initial: TO

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REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

Failure to provide any of the mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	**100**

1. **Price Proposal (Lump Sum)**
   a) Costs will be evaluated based on the prices/charges provided.
   b) Are 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/program? Does the contractor have experience with similar projects/programs?
   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?

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

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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) Is the contractor's 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?

Bidder Initial: TO 14

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EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ Fax: ( ) _____

E-mail: _____

Number of Years in Business: _____ Contact Name _____

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
	1) Merchant Fee (flat)	_____
	2) Merchant Fee Percentage	_____
	3) Transaction Fee	_____
	4) Merchant Processing Fee	_____
	5) Other Fees (List), list additional items on a separate sheet	
	a. _____	_____
	b. _____	_____
	c. _____	_____
	d. _____	_____

Bidder Initial: TO

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e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

3. Please list any additional items not previously addressed above: (use additional sheets as required)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Bidder Initial: TO _____ 16

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PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____
(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Bidder Initial: TO 17

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EXHIBIT B
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

Submitted By:
Name: _____
Address: _____
City, State, Zip: _____
Telephone No.: _____
Fax No.: _____

Check One
Corporation ___
Partnership ___
Individual ___
Other ___

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: _____

Bidder Initial: TO 18

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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:

_____

Bidder Initial: TC Type text here 19

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Bidder Initial: TO 20

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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:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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 inquires?

_____

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.

_____

_____

_____

Bidder Initial: TC Type text here 21

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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: _____

Bidder Initial: TO 22

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END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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

Bidder Initial: TO _____ 23

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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

Bidder Initial: TO 24

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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.)

_____ Date: _____

(Signature)

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_____, 2025, and is personally known to me, or has provided as identification.

_____

Notary Public

My Commission expires:

Bidder Initial: TO _____ 25

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EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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:

Bidder Initial: TO

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EXHIBIT E
CITY OF DESTIN
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit; or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:

Bidder Initial: TO _____ 27

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Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

Bidder Initial: TO 28

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Figure 1. Marler Street Parking Lot, ingress/egress on north and east sides.



Bidder Initial: TO 29

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City of Destin
RFP No. 25-08-PW - Integrated Smart Parking System
ParkMobile Response

TAB #2



2.1 Completed Bid Form (Exhibit A)

We have attached our completed Bid Form (Exhibit A) after this page.

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EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: ParkMobile, LLC

Address: 1075 Peachtree St NE, Suite 3100

City & State: Atlanta, GA Zip Code: 30309

Telephone: (770) 818-9036 Fax: ( ) N/A

E-mail: sales@parkmobile.io

Number of Years in Business: 17 Contact Name Ashlee Barton

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
1)	Merchant Fee (flat)	
2)	Merchant Fee Percentage	
3)	Transaction Fee	$0.45, paid by user
4)	Merchant Processing Fee (where ParkMobile is the merchant of record)	$0.20 per transaction plus 3% of transaction value
5)	Other Fees (List), list additional items on a separate sheet	
a.		
b.	Please see line item pricing detail page.	
c.		
d.		

Bidder Initial: _____ 15

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e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	_____	_____
b.	Please see line item pricing detail page	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

3. Please list any additional items not previously addressed above: (use additional sheets as required)

_____	$ _____
Please see line item pricing detail page	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Bidder Initial: _____ 16

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Description	Part Number	Unit	Qty	Price	Total Price
Investment					
Parking Equipment					
OPTION A - CWT 4+Pay Station- Credit Card Only - Custom software configuration (Pay by Plate, Pay by Space, or Pay & Display) - Cabinet Color: Black - Solar - 4G wireless communications or Ethernet - 9.7" full color touch screen display - Credit card acceptance - Motorized coin selector - One coin canister - Paperless receipts - One year warranty		Each	12	$6,350.00	$76,200.00
OPTION B CWT 4+Pay Station - Credit Card, Bills and Coins - Custom software configuration (Pay by Plate, Pay by Space, or Pay & Display) - Cabinet Color: Black - Solar or AC Power - 4G wireless communications or Ethernet - 9.7" full color touch screen display - Credit card acceptance - Motorized coin selector - One coin canister - Bill note acceptor - Bill stacker - Paperless receipts - One year warranty		Each	12	$8,245.00	$98,940.00
Fixed LPR Camera for Enforcement - Overview License Plate Camera (Varifocal Lens) - Universal Mounting Bracket - I/O Cable (Input/Weigan) - 16' Power and Relay Cable"		Each	2	$4,680.00	$9,360.00
Enforcement Equipment and supplies					
Samsung Galaxy S25, 12GB RAM, 128GB with fast charge cable	SAMSUNG - GALAXYS25	each	2	$360.00	$720.00
Samsung Galaxy extended battery case	SAMSUNG-BATT	each	2	$90.00	$180.00
Samsung Galaxy Screen Protector	SAMSUNG-SCREEN	each	2	$42.00	$84.00
3- year Samsung extended service agreement	SAMSUNG-EXTEND	each	2	$432.00	$864.00
Zebra ZQ511 Thermal Printer	PRINTER - ZEBRA ZQ511	each	2	$744.00	$1,488.00
Carrying Case for Zebra ZQ511	SOFT CASE - ZQ511	each	2	$120.00	$240.00
Single Charger Kit - ZQ511	CHARGER - ZQ511	each	2	$120.00	$240.00
3 Year Warranty- Zebra ZQ511 Thermal Printer	EXTEND W3 - ZQ511	each	2	$240.00	$480.00
AutoVu™ SharpZ3 850nm CITY KIT includes main SharpZ3 dual processing unit with Horizonal/Vertical mounts, wiring, USB GPS and Genetec Patroller™ license. 2 Cameras and camera mounts included. Mapping License including data for North America - Per vehicle license.	LPR EQUIPMENT	each	1	$37,903.32	$37,903.32
Dell Rugged Laptop with Vehicle Mounting Bracket	PC	each	1	$5,492.50	$5,492.50
Installation and Project Management					
Pay Station Installation		each	12	$250.00	$3,000.00
Pay Station Shipping		each	12	$195.00	$2,340.00
OPTIONAL Permit Solution configuration and launch		LS	1	$6,000.00	$6,000.00
AutoVu Installation (one vehicle) and training	AutoVu SharpZ3 Install	LS	1	$5,915.00	$5,915.00
On-going Services					
Pay Station software subscription fee (there are no additional card transaction fees unless ParkMobile is the merchant of record). Includes access to Weboffice with: - Maintenance alarms alerts to cell phone - Pay Station Mapping (Google Maps) - Reporting (standard & analytical) - Credit Card Gateway services - Cellular Communication Fees		Each per year	12	$672.00	$8,064.00
OPTION - Pay Station EVM card payment processing		Each per year	12	$144.00	$1,728.00
OPTION - Pay Station Text Receipts		Per transaction		$0.03	
OPTION - PartSmart Extended Parts Warranty		Each per year	12	$384.00	$4,608.00

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Description	Part Number	Unit	Qty	Price	Total Price
Permit sales transaction fee		Per permit		$1.00	
Enforce Pro white labeled enforcement subscription service, Including: - Software Maintenance, - Hosting and Disaster Recovery Services - Real-time Interface Integration - Remote Management Subscription. - Wireless Ticket Upload - Wireless Pay-by-Cell Integration - Pay Station Integration - Wireless Time Limit Marking - Digital Images - Enhanced LPR Plate Scan and Integration - Daily scofflaw list upload to handheld units and LPR vehicles	ENFORCE-SOFTWARE	Per handheld terminal per year	2	$4,320.00	$8,640.00
Enforce Pro back office user subscription	SOFTWARE - ADMIN USERS	Per year per user	1	$1,440.00	$1,440.00
Process Pro platform hosting, maintenance, and user licenses	HOSTING	Per year		$7,200.00	$0.00
Process Pro Tickets Issued (per ticket Issued) -Full citation processing software suite -Configuration, training, implementation, hosting, and ongoing support -Citation records management system (ProcessPRO) -Late notice criteria setup, automated generation and PDF creation -Hosted online adjudication portal and review work queue	PROCESS PRO - SOFTWARE	Per ticket issued		$1.80	
Process Pro Registered Owner Acquisition (per hit)	DMV LOOKUP	Per lookup		$1.80	
Process Pro Notices Mailed (postage not included in price. Will be billed as a pass-thru expense) -Notice design, setup, and configuration -USPS first class mailing	NOTICES	Per notice		$1.02	
Process Pro Credit Card Payment Processing (per ticket paid) -Hosted payment website -Park Loyalty is the Merchant of Record -Charged to violator upon payment	CC - FEE	Per transaction		$4.20	
AutoVu Managed Service 2.0 annual subscription. Includes: - Maximum of 1 year Hit retention (with images) and 1 year read retention (without images). - Max five (5) concurrent Security Desk connections. - AutoVu base, Security Center mapping, List Updater and Pay-by-Plate Multi. - Genetec Advantage - Permit zone configuration services for AutoVu™ Mobile City with or without Wheel imaging Package (ex: Zone editor, mapping, custom enforcement rules) - Maximum of 50 permit zones will be configured. (For "AutoVu™ Managed Services" Deployment only).	AUTOVU MANAGED SERVICES	Per vehicle	1	$11,695.20	$11,695.20

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PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: David Holler, VP Sales
(Print or Type)

Signature: _____

Date of Bid: 06/19/2025

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Bidder Initial: _____ 17

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2.2 Responsive Bidder Qualifications Statement (Exhibit B)

We have attached our completed Responsive Bidder Qualifications Statement (Exhibit B) after this page.

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EXHIBIT B

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

Submitted By:
Name: ParkMobile, LLC
Address: 1075 Peachtree St NE, Suite 3100
City, State, Zip: Atlanta, GA 30309
Telephone No.: 770-818-9036
Fax No.: N/A

Check One
Corporation ___
Partnership ___
Individual ___
Other X Limited Liability Company

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:
   ParkMobile, LLC

   The address of the principal place of business is:
   1075 Peachtree St NE, Suite 3100
   Atlanta, GA 30309

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: _____

Bidder Initial: _____ 18

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4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
ParkMobile is a Limited Liability Company and the principals are: Cameron Clayton, President - Eden Doniger, Treasurer - Justin Clifford, Treasurer. We are located at 1075 Peachtree St NE, Suite 3100, Atlanta, GA 30309

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

Under what other former names has your organization operated?
ParkMobile USA, 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.
M15000000734 - ParkMobile LLC
F16000002912 - ParkMobile USA, Inc.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
N/A

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please refer to our proposal response where we have detailed the qualifications of our project staff.

10. State the name of the individual who will have personal supervision of the work:
Ashlee Barton

11. State the name and address of attorney, if any, for the business of the responsive bidder:
Jina Ivey, 1075 Peachtree St NE, Suite 3100, Atlanta, GA 30309

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:
ParkMobile USA, Inc (100%) - 1075 Peach Street St NE, Suite 3100, Atlanta, GA 30309

Bidder Initial: _____ 19

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Bidder Initial: _____ 20

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13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:
ParkMobile Electronic Parking Solutions Canada, Inc., 2600-1066 West Hastings St., Vancouver BC, V6E 3X1, Canada

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	8
b.	Non-Governmental Related Work	4
	Total Work (a +b):	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
JP Morgan	Atlanta, GA	404- 926- 2615

DUNS #: 08-106-9526

16. What will be your turnaround time for written responses to City inquires?
ParkMobile will coordination agreeable terms with the City.

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

Bidder Initial: _____ 21

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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.

We have attached a document listing this information.

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) David Holler, VP Sales

Subscribed and sworn to before me
This 11 day of June, 20 25

_____

Notary Public (Signature)

My Commission Expires: 8/15/28

TARA ANN FLASH
My Commission Expires
NOTARY PUBLIC
August 15th 2028
COBB COUNTY, GEORGIA

Bidder Initial: _____ 22

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2.3 Completed Public Entity Crimes Form (Exhibit C)

We have attached our completed Public Entity Crimes Form (Exhibit C) after this page.

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END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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 25-08-PW - Comprehensive Paid Parking Solution

2. This sworn statement is submitted by ParkMobile, LLC whose business address is 1075 Peachtree St NE, Suite 3100, Atlanta, GA 30309

and (if applicable) Federal Employer Identification Number (FEIN) is 38-3941930 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is David Holler and my relationship to the entity named above is Vice President of Sales

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

Bidder Initial: _____ 23

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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

Bidder Initial: _____ 24

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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.)

_____ Date: 6/11/2025
(Signature)

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 11 day of June, 2025, and is personally known to me, or has provided as identification.

TARA ANN FLASH My Commission Expires NOTARY PUBLIC August 15th 2028 COBB COUNTY, GEORGIA

_____
Notary Public

My Commission expires: 8/15/28

Bidder Initial: _____ 25

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2.4 Completed Drug Free Form (Exhibit D)

We have attached our completed Drug Free Form (Exhibit D) after this page.

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EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: ParkMobile, LLC
ADDRESS: 1075 Peachtree St NE, Suite 3100
CITY: Atlanta STATE: GA ZIP CODE: 30309
TELEPHONE NUMBER: 770-818-9036
SIGNATURE: _____ DATE: 6/11/2025
NAME (TYPED OR PRINTED): David Holler
TITLE: VP Sales

Bidder Initial: _____

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2.5 Anti-Human Trafficking Affidavit (Exhibit E)

We have attached our completed Anti-Human Trafficking Affidavit (Exhibit E) after this page.

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EXHIBIT E
CITY OF DESTIN
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I David Holler (insert name) as VP, Sales (insert title) on behalf of ParkMobile, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. ParkMobile, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, ParkMobile, LLC (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit; or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: David Holler
Title: VP, Sales

Bidder Initial: _____ 27

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Nongovernmental entity: ParkMobile, LLC
Date: 6/11/2025

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by Tara Flash as executive assistant on behalf of _____, who is personally known to me or who produced _____ as identification this 11 day of June, 2025.

Notary Public

(Notary Seal)



Bidder Initial: _____ 28

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City of Destin
RFP No. 25-08-PW - Integrated Smart Parking System
ParkMobile Response

TAB #3



3.1 Proof of Required Workman's Compensation Insurance

We have attached the required Workman's Compensation Insurance certificate after this page.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2025

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 Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	CONTACT NAME: Laura McDonald PHONE (A/C, No, Ext): 678-393-5244 FAX (A/C, No): E-MAIL ADDRESS: laura_mcdonald@ajg.com
INSURED ParkMobile USA, Inc 1100 Spring Street Suite 200 Atlanta GA 30309	INSURER A : Federal Insurance Company — NAIC # 20281 INSURER B : Chubb Indemnity Insurance Company — 12777 INSURER C : AXIS Insurance Company — 37273 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1352510080 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:	Y		36091030	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73651271	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			56729349	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	71835201	5/1/2025	5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Crime			P-001-001150207-03	5/1/2025	5/1/2026	Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Destin is included as an additional insured under the Commercial General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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
Christopher R. Ward

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3.2 Proof of Required Liability Insurance

We have attached proof of the required Liability Insurance after this page.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2025

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 Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	CONTACT NAME: Laura McDonald PHONE (A/C, No, Ext): 678-393-5244 FAX (A/C, No): E-MAIL ADDRESS: laura_mcdonald@ajg.com
INSURED ParkMobile USA, Inc 1100 Spring Street Suite 200 Atlanta GA 30309	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Company — 20281 INSURER B : Chubb Indemnity Insurance Company — 12777 INSURER C : AXIS Insurance Company — 37273 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1352510080 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:	Y		36091030	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73651271	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			56729349	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71835201	5/1/2025	5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Crime			P-001-001150207-03	5/1/2025	5/1/2026	Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Destin is included as an additional insured under the Commercial General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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
Christopher R. Ward

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3.3 Completed W-9

We have attached a copy of ParkMobile’s completed W-9 after this page.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ParkMobile, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.

1100 Spring Street NW, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Atlanta, GA 30309-4848

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

3	8	–	3	9	4	1	9	3	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Justin Clifford* Date ▶ 1/8/2025

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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3.4 Copy of State License

We have attached a copy of ParkMobile's Florida Division of Corporations Active Status below.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
PARKMOBILE, LLC

Filing Information

Document Number	M15000000734
FEI/EIN Number	38-3941930
Date Filed	01/20/2015
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/03/2015
Event Effective Date	NONE

Principal Address

1100 SPRING STREET NW
SUITE 200
ATLANTA, GA 30309

Changed: 02/13/2018

Mailing Address

1100 SPRING STREET NW
SUITE 200
ATLANTA, GA 30309

Changed: 02/13/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MANAGING MEMBER

PARKMOBILE USA, INC.

https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PARKMOBILE M1500... 1/2

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3.5 Copy of City License

ParkMobile does not have an office in Destin therefore a City License is not required.

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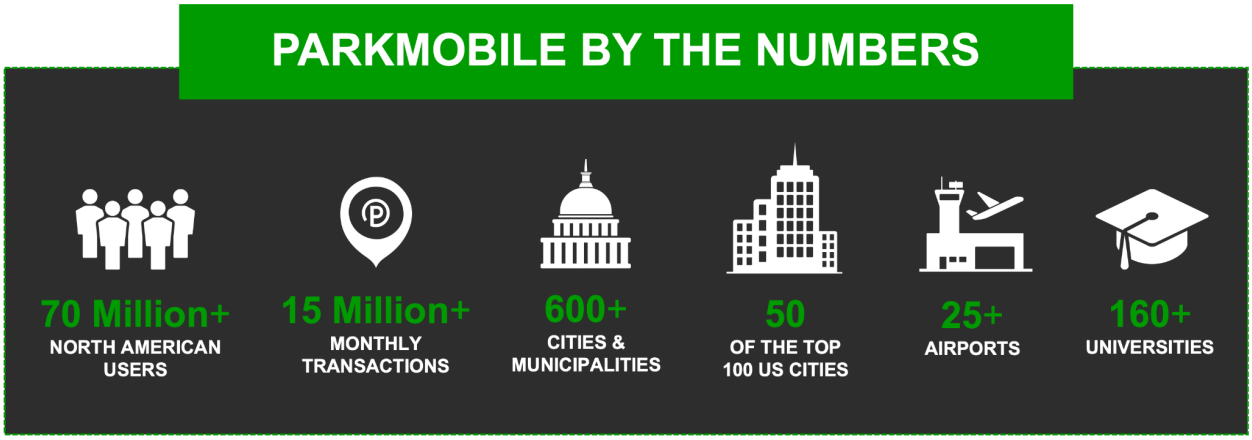
City of Destin
RFP No. 25-08-PW - Integrated Smart Parking System
ParkMobile Response

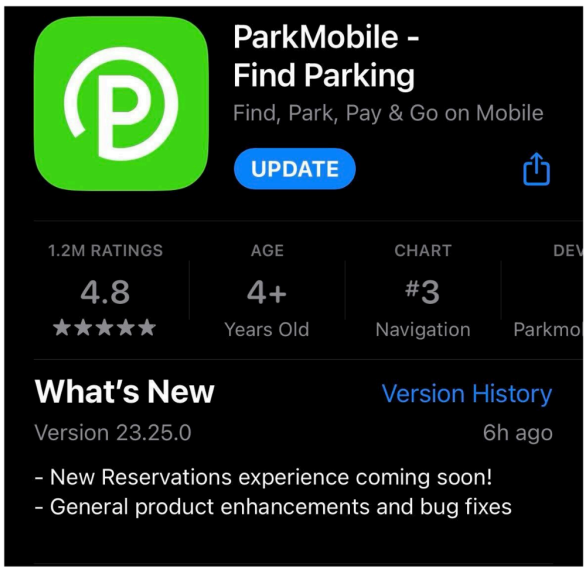
TAB #4

4.1 Qualification and Experience Narrative

Since our initial launch in 2008, ParkMobile has become the industry leader in mobile parking solutions. We provide efficient and cost-effective products and services to all our clients. We provide services to municipalities, event venues, private operators, college campuses, transit authorities, airports, retail locations and more. Our solutions allow people to pay for parking on their mobile devices or reserve a parking space in advance. We are deployed in 8 of the top 10 U.S. cities with 70+ million users.



While many industry providers describe themselves as the “#1" or "leading " parking solution, ParkMobile’s position in the market speaks for itself. In the iOS app store, ParkMobile is the #1 ranked parking app in the United States and the #3 ranked Navigation app (behind only Google Maps and Waze). By partnering with the market leader in consumer parking apps, you can ensure the highest possible adoption rates and the best customer experience for your mobile parking program.



> ***Exactly what I needed and great UI.*** *Love being able to set a default car and parking spaces because I always park in the same ramp with the same car. Love the map it shows of the different parking areas.* ***Just a few clicks to park and pay.”*** *- Kaisa C.*

> ***“I think the very best apps actually solve a problem without introducing complexity. That’s exactly what ParkMobile does.*** *At some level, every time I use it I’m grateful. I didn’t have to fish for money, feed the meter, overrun my time or forget where I parked.*
> *- Louise W.*

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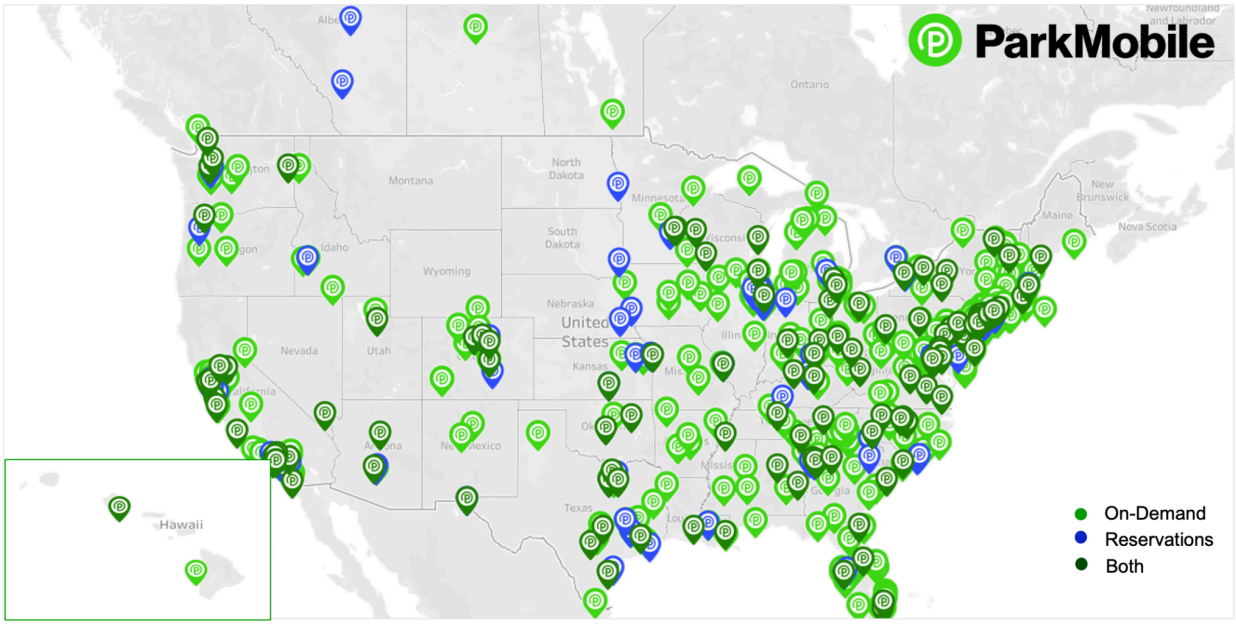
4.1.1 ParkMobile's User Network is the Largest in the US

More cities, campuses, venues, airports, and parking operators choose ParkMobile over any other mobile payment parking platform in the US. The ParkMobile user base of 70+ million drivers refers to US customers only and offers exponentially more value to the City, not only in driving adoption, but also in reducing friction in the payment process by allowing people to use the mobile app they are most accustomed to.

Large Municipal Clients Nationwide	
• **Washington DC** – 16,000+ spaces • **Philadelphia, PA** – 16,000+ spaces • **Baltimore, MD** – 16,000+ spaces • **Miami, FL** – 16,000+ spaces • **Miami Beach, FL** – 16,000+ spaces • **Houston, TX** – 16,000+ spaces • **Columbus, OH** – 16,000+ spaces • **Fort Worth, TX** – 16,000+ spaces • **Tempe, AZ** – 16,000+ spaces • **Oakland, CA** – 15,000+ spaces • **Sacramento, CA** – 13,500+ spaces • **St. Louis, MO** – 13,000+ spaces	• **Arlington, VA** – 11,500+ spaces • **Tampa, FL** – 10,500+ spaces • **Milwaukee, WI** – 10,500+ spaces • **Kansas City, MO** – 10,000+ spaces • **Boston, MA** – 7,200+ spaces • **Hoboken, NJ** – 7,000+ spaces • **New Orleans, LA** – 4,800+ spaces • **Dallas, TX** – 4,600+ spaces • **Cleveland, OH** - 3,900+ • **Atlanta, GA** – 2,500+ spaces • **Phoenix, AZ** – 2,100+ spaces • **Los Angeles DOT** – 1,750+ spaces



4.2 ParkMobile's Similar Experience Across the State of Florida

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While ParkMobile comes with a variety of unique qualifications, perhaps the most important to Destin is our existing presence in the State and the robust user network in the region.

ParkMobile has a massive presence in the region surrounding Destin and throughout the State of Florida. ParkMobile has many large clients in Florida who currently have similar programs to Destin's desired solution for this RFP: Pensacola, Miami, Miami Beach, Orlando, St. Petersburg, Tampa, Clearwater, St. Pete Beach, Sarasota, Madeira Beach, and Treasure Island. ParkMobile has over 12.5 million users within the State of Florida and has processed over 103 million transactions since initially launching in the state in 2010 with the City of St Petersburg.

Below is a list of ParkMobile municipal clients in the State of Florida:

Florida Municipal Clients	
• **Miami** – 20,000+ spaces • **Miami Beach** – 14,000+ spaces • **Tampa** – 9,400+ spaces • **St. Petersburg** – 9,200+ spaces • **Pinellas County** – 5,600+ spaces • **Hollywood** – 3,900+ spaces • **Tallahassee** – 2,800+ spaces • **Lakeland** – 2,800+ spaces • **Clearwater** – 2,700+ spaces • **West Palm Beach** – 2,100+ spaces • **Orlando** – 2,100+ spaces • **Pensacola** – 1,800+ spaces • **Ft. Lauderdale** – 1,500+ spaces • **Delray Beach** – 1,400+ spaces • **Jacksonville** – 1,400+ spaces • **St. Pete Beach** – 1,300+ spaces	• **Sarasota** – 1,300+ spaces • **Hallandale Beach** – 1,200+ spaces • **South Miami** – 1,100+ spaces • **Lake Worth Beach** – 900+ spaces • **Charlotte County** – 850+ spaces • **Deerfield Beach** – 850+ spaces • **Fort Myers** – 850+ spaces • **Boca Raton** – 680+ spaces • **Palm Beach** – 600+ spaces • **Treasure Island** – 570+ spaces • **Wilton Manors** – 400+ spaces • **Boynton Beach** – 390+ spaces • **Redington Beach** – 250+ spaces • **Belleair Beach** – 160+ spaces • **Captiva Island** – 40+ spaces

4.2.1 ParkMobile Project Staff Qualifications

ParkMobile has the industry's most experienced team of parking, payment, and technology experts. We have worked with hundreds of municipal clients to deploy mobile payment for parking, and our team is well-versed in every aspect of highly complex municipal parking projects. No other vendor can provide the skillset and experience in their project team that ParkMobile can. Our team and software have the skillset to support intricate rate policies and multiple integrations with vendor partners to support the desired program.

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Notably, three of our key project staff members possess extensive experience with the local Florida market:

- **John Blanton, Account Manager**: John supports all of our Florida municipal clients and has a very strong expertise about the market and its customer's needs.
- **Ashlee Barton, Regional Sales Manager**: Ashlee is a Florida resident, based in Tampa, and will be the main contact point throughout the procurement process and available for onsite coordination as needed.
- **Natalie Snow, Regional Sales Director**: Natalie has two decades of parking industry experience and a deep understanding of the Florida market that she brings to the City of Destin's project.

Our long term commitment to the Florida market is demonstrated by our facility in Clearwater, FL that not only provides technical and administrative support for our operations in the state, but also light manufacturing, repair and warehousing.

4.2.1.1 David Holler, VP Sales



Dave leads ParkMobile's Territory Sales Team responsible for municipal and campus markets. He and his team work directly with ParkMobile's public and private sector partners to deliver our best-in-breed mobility solutions. Dave is based in NY and will be available either onsite or virtually for shortlist presentations, contract negotiations and ongoing client meetings.

Dave has worked in the parking and mobility industry for nearly 2 decades, with a focus on helping municipal clients utilize technology to help solve their parking problems.

4.2.1.2 Brooke Feldman, VP Account Management



Brooke joined ParkMobile in 2015 and leads the Account Management team that is responsible for helping ParkMobile's clients optimize their mobile payment programs. Brooke works with ParkMobile's most complex and forward-thinking clients to enhance and grow their mobile payment programs.

Prior to ParkMobile, Brooke worked in project management for the U.S. Department of Housing and Urban Development. She received her BA and MPA from the University of Georgia and resides in Atlanta. Brooke and team will be actively engaged with the City throughout the life of the contract.

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4.2.1.3 Noah Cruzan, Director of Implementations



As Director of Implementation for ParkMobile, Noah Cruzan brings nearly 20 years of experience in the parking and mobility industry, combining deep technical expertise with a strong focus on client success. In his most recent role as Director of Digital Services, Noah led a cross-functional team that oversaw client implementations, support, project management, configuration, and solution design, consistently delivering high-quality outcomes across the entire customer lifecycle.

4.2.1.4 Natalie Snow, Regional Sales Director



Natalie has two decades of parking industry experience and a deep understanding of the Florida market that she brings to the City of Destin's project. She has spent the last nine years helpingclients in the Southeast US optimize their parking operations with the help of our solutions.

4.2.1.5 Ashlee Barton, Regional Sales Manager



Ashlee is based in Tampa, FL and will be the main contact point throughout the procurement process. Ashlee joined the ParkMobile team in early 2023 and is focused on driving growth and building strong relationships in the Florida market.

4.2.1.6 Donnie Senterfitt, Senior Field Marketing Manager



Donnie has over 15 years of marketing experience in both professional services and technology companies. At ParkMobile, Donnie works with clients to implement marketing plans, as described in this proposal. ParkMobile has seen the highest adoption of mobile payments for parking utilizing our launch marketing plan. Donnie will work with the City to promote awareness of the payment methods available and promote adoption of the mobile payment program, ensuring continued growth and success for the program.

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4.2.1.7 Dee Quilliams Senior Director, Member Services



Dee Quilliams joined the ParkMobile team in 2010 and leads the Member Services team. Dee's team is responsible for managing the day-to-day inquiries from ParkMobile users and ensuring high customer satisfaction for the City's program.

Dee's team is available 24/7/365 to assist in any customer support inquiries.

4.2.2 Park Loyalty Qualifications and Project Leadership

Park Loyalty offers advanced parking management solutions, leveraging decades of strategic leadership and deep expertise in municipal parking programs. Their leadership team provides unparalleled experience in enforcement and curbside management technologies. Park Loyalty delivers best-in-class, high-performance, and customizable enforcement solutions, focusing on seamless integration with third-party systems like ParkMobile. Their secure, reliable, and scalable cloud-based platform, hosted on Google Cloud, ensures enhanced revenue, improved compliance, and future-proofed parking programs.

4.2.2.1 Marc Lucey, CEO - Park Loyalty



Marc Lucey, CEO of Park Loyalty, is an industry expert in parking management systems. With over 12 years of experience partnering with parking technology providers, municipalities, and operators, Marc excels at identifying program drivers and developing tactical plans to achieve client objectives. His diverse background spans all aspects of leading parking management systems, from enforcement to delinquent collections. Before joining Park Loyalty, he was an executive at Duncan Solutions, leading their Parking & Mobility division.

4.2.2.2 Sriram Somanchi, Founder and CTO - Park Loyalty



Sriram Somanchi, Founder and CTO of Park Loyalty, is an entrepreneur, innovator, technologist, and information technology veteran with an engineering background. He founded XMLInsider and PocketMedi and has architected the technology backbone for companies in parking, e-learning, publishing, and governmental units. His accomplishments include authoring patents and implementing mobile management systems and e-learning. Sriram has supported processing, enforcement, and enterprise software

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applications for the last 26 years, previously holding senior technology and leadership roles at Duncan Solutions, Conduent (formerly ACS/Xerox), and CivicSmart.

4.3 References

This section provides a list of ParkMobile's current and past clients who can attest to our capabilities and the success of our parking solutions. These references highlight our proven track record in deploying and managing comprehensive parking systems for various municipalities and organizations.

4.3.1 Pensacola, FL - ParkMobile Client Since 2023

222 W Main Street, Pensacola, FL 32502
Contact Name:
Lissa Dees
Phone Number:
(850) 436-5646
Email:
ldees@cityofpensacola.com

Background:
ParkMobile began our partnership with the City of Pensacola in 2023 and our platforms are available in over 1,800 spaces citywide. The city averages over 25,000 ParkMobile transactions per month, with more than 145,000 lifetime users. Pensacola selected ParkMobile as its provider after Olive Tree Consulting completed a parking consultation and a study into the mobile parking payment solutions available. The report presented ParkMobile as the best solution for the City of Pensacola, stating:

“One of ParkMobile's most compelling strengths is its extensive integration in Florida, being contracted with an impressive 23 municipalities. This dense network provides a testament to its reliable service and local expertise. In addition, ParkMobile's App Store rating stands at an outstanding 4.8, backed by an overwhelming 1,200,000 reviews, signaling a consistent and satisfying user experience.”

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4.3.2 Deerfield Beach, FL - ParkMobile Client Since 2023

580 South Powerline Road, Deerfield Beach, FL 33442
Contact Name:
Peter Sherwill
Phone Number:
(904) 255-5851
Email:
psherwill@coj.net

Background:
ParkMobile began our partnership with the City of Deerfield Beach in 2023 and our platforms are available in over 800 spaces citywide. The city averages over 25,000 ParkMobile transactions per month, with more than 145,000 lifetime users.

4.3.3 Clearwater, FL - ParkMobile Client Since 2015

100 S. Myrtle Ave., Clearwater, FL 33756
Contact Name:
Jeremy Alleshouse, Parking Manager
Phone Number:
727-562-4774
Email:
jeremy.alleshouse@myclearwater.com

Background:
ParkMobile began its partnership with the City of Clearwater in 2015. Our platforms are available in over 2,700 spaces citywide. ParkMobile provides Clearwater residents with a resident discount program. The city averages over 40,000 ParkMobile transactions per month, with 450,000 lifetime registered users.

4.3.4 Jacksonville, FL - ParkMobile Client Since 2022

117 W. Duval St., Suite 210, Jacksonville, FL 32202
Contact Name:
Peter Sherwill
Phone Number:
(904) 255-5851
Email:
psherwill@coj.net

Background:
ParkMobile began our partnership with the City of Jacksonville in 2022 after a competitive RFP process. Our mobile parking payment system is available in over 1,400 spaces citywide. The city averages over 15,000 ParkMobile transactions per month, with more than 160,000 lifetime users.

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4.3.5 Orlando, FL - ParkMobile Client Since 2015

53 West Central Boulevard, Orlando, FL 32801
Contact Name:
Joshua Alves, Parking Asst. Division Manager
Phone Number:
407-246-3765
Email:
joshua.alves@cityoforlando.net

Background:
ParkMobile began its partnership with the City of Orlando in 2015. Our platforms are available in over 2,100 spaces citywide. The city averages over 26,000 ParkMobile transactions per month, with more than 249,000 lifetime registered users.

4.3.6 Miami Parking Authority - ParkMobile Client Since 2025

40 NW 3rd St STE 1103, Miami, FL 33128
Contact Name:
Angel Diaz
Phone Number:
(305) 373-6789
Email:
adiaz@miamiparking.com

Background:
ParkMobile launched on-street in Miami in March 2025, providing residents and visitors with a seamless mobile parking payment experience. This expansion aimed to enhance urban mobility within the city by offering ParkMobile's user-friendly solution alongside another vendor. Our platform allows for convenient payment using the same location numbers already familiar to Miami drivers, and ensures that existing resident discount programs remain applicable.

4.3.7 City of Miami Beach, FL - ParkMobile Client Since 2014

1755 Meridian Avenue, Miami Beach, Florida 33139
Contact Name:
Alberto Ventura
Phone Number:
(305) 673-7000
Email:
albertoventura@miamibeachfl.gov

Background:
ParkMobile has partnered with the City of Miami Beach since 2014. ParkMobile has continued to invest in the development of our system to ensure ParkMobile fully supports Miami Beach's unique needs, including SKIDATA gated integrations and an innovative residential discount program that has influenced cities across the country to deploy similar programs. The city averages over 300,000 ParkMobile transactions per month with over 4.3 million lifetime users.

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4.3.8 City of Tampa, FL - ParkMobile Client Since 2013

107 N Franklin St, Tampa, FL 33602
Contact Name:
Fednet Revolte, Parking Operations Chief
Phone Number:
813-274-8482
Email:
fed.revolte@tampagov.net

Background:
ParkMobile began our partnership with the City of Tampa in 2013 and our mobile parking payment system is available in over 9,400 spaces citywide. The city averages over 170,000 ParkMobile transactions per month, with more than 1 million lifetime users.

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City of Destin
RFP No. 25-08-PW - Integrated Smart Parking System
ParkMobile Response

TAB #5

5.1 Addenda

We have attached a copy of signed Addendum 1 after this page.

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

JUNE 16, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made as a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

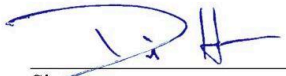
Due to the Juneteenth Holiday falling the original bid opening date, the bid opening date/time is hereby revised to June 26, 2025 at 2:00 PM (CT).

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:

David Holler
Print Name


Signature

6/24/2025
Date

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City of Destin
RFP No. 25-08-PW - Integrated Smart Parking System
ParkMobile Response

TAB #6



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The City of Destin is seeking an integrated, comprehensive, turnkey solution to reduce congestion and improve parking availability in the Harbor and Beach Parking Districts. As a popular tourist destination, Destin needs a wide variety of payment options and user convenience to influence parking preferences, increase parking turnover, and improve the overall user experience. ParkMobile is proposing a fully integrated and seamless parking management program designed to achieve these objectives through a powerful combination of our leading mobile payment platform, CWT parking pay stations, permitting applications and Park Loyalty's advanced enforcement solutions. This cohesive system ensures unparalleled efficiency, accuracy, and user satisfaction.

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6.1.1 Comprehensive and Connected Solution

1. **ParkMobile Mobile Parking Payment Platform**: Our industry-leading platform provides Destin's residents and visitors with the most diverse and equitable range of payment methods. This ensures convenience and broad accessibility, a core objective of the City.

    - **User-Centric Payment Options**: The ParkMobile App, Web Experience with Guest Checkout, IVR Phone Call, and Text or Scan to Pay methods are designed to cater to every user, minimizing barriers to payment and enhancing the overall experience.
    - **Broad Financial Accessibility**: We accept all major credit/debit cards and popular digital wallets (Apple Pay, Google Pay, ParkMobile Wallet), ensuring ease of transaction for a diverse user base.
    - **Influencing User Parking Preferences & Increasing Turnover**: By providing trusted, contactless mobile options already familiar to over 70 million North American users, we will drive higher adoption rates and influence parking choices. Our dynamic pricing capabilities allow the City to optimize rates based on demand, directly increasing parking turnover.

2. **CWT Parking Pay Stations**: While the ParkMobile App will be the primary mode of payment for most parking customers in Destin, we are proposing the installation of a limited number of our CWT S4+ pay stations, crucial for ensuring equity and accessibility for all. For example, based on the Federal Reserve Bank's latest Diary of Consumer Payment Choice report, adults aged 55 and older, a key Destin customer demographic, used cash for 1 in 5 of their payments, a significant portion. This integration introduces the option for physical cash payments, addressing the needs of individuals who prefer cash or have limited access to digital payment methods. This ensures fair and accessible payment for all citizens, a key City objective. Our solution minimizes the need for extensive physical hardware installations while still offering essential alternative payment channels.

3. **Residential Discount Program and/or Virtual Permits**: ParkMobile's Residential Discount Program is a lightweight permitting solution that enables the City to provide discounted or even free rates to Destin residents while visitors to the community pay the standard rate. If Destin would alternatively like to deploy a full permitting program, we can provide our Virtual Permitting platform that replaces physical placards and stickers.

4. **Park Loyalty's Integrated Enforcement Platform**:

    - While we offer Park Loyalty's Enforcement platform as part of our proposal, ***we want to re-emphasize that our platform can seamlessly integrate with the***

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enforcement provider of the City's choice as we are integrated with all of the major enforcement providers in the industry and operate on an open API infrastructure to integrate with any providers that we are not already connected to. If the City has a preferred enforcement provider, we can integrate with that provider in lieu of Park Loyalty.

- ***The ParkMobile and Park Loyalty partnership delivers a fully interconnected and efficient program for Destin***. Park Loyalty's robust and affordable solutions, backed by decades of industry experience, directly support the City's need for streamlined enforcement.

- **Key Enforcement Solutions**:
    - **Enforce Pro**: Automates and streamlines enforcement workflows with license plate recognition (LPR), digital chalking, and real-time violation issuance.
    - **Process Pro**: A comprehensive citation processing platform that manages the entire parking violation lifecycle, from notice generation to online payments and appeals, improving efficiency and revenue collection.
    - **Fixed LPR Camera**: Available for the Marler Street Parking lot.
    - **Genetec AutoVu Mobile LPR Solution**: Leverages advanced mobile LPR for efficient enforcement and real-time violation detection.

- **Seamless Data Flow for Fair and Precise Operations**: The critical advantage of this partnership lies in the real-time communication of vehicle payment status between ParkMobile's payment infrastructure and Park Loyalty's enforcement suite. This seamless data flow is fundamental to accurate and efficient enforcement, ensuring fair and precise operations for Destin's diverse customer base. This eliminates manual data entry and provides real-time enforcement, aligning directly with the City's objectives for data management and reporting.

As outlined in Section 4, ParkMobile is committed to helping the City of Destin realize its key goals and objectives for this project:

- ☑ **Influencing user parking preferences**: With contactless options now preferred by consumers, ParkMobile provides a trusted mobile parking payment platform that offers safe and reliable options directly from their mobile devices. Given ParkMobile's strong nationwide presence, visitors to Destin are likely to already have our app on their phones. For instance, over 80,000 ParkMobile users from Washington, DC, have made a remarkable 5.3 million mobile parking transactions in Miami Beach alone.

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- ☑ **Increasing parking turnover rates**: ParkMobile supports complex and dynamic pricing that enables the City to program parking rates and policies according to demand.

- ☑ **Improving the overall user experience**: In addition to being a contactless payment option, ParkMobile also provides a wide range of user convenience features and payment options, which has been the driving force of our positioning at the forefront of the industry.

We have provided detailed information about each of the proposed components below, and for easier reference, below is a Table of Contents listing the starting page number for each proposed solution and supporting service.

6.1.2 ParkMobile Mobile Parking Payment System Overview

ParkMobile has the industry-leading mobile parking payment system and combined with our strong regional presence and superior convenience features, we are perfectly positioned to assist the City in modernizing its parking program while providing the best service to its parking customers. As previously detailed, ParkMobile is prepared to provide the following services to the City of Destin:

- Our **ParkMobile Mobile Parking Payment System** provides flexible contactless payment options in an equitable platform. Motorists in Destin can utilize popular features such as 'extend time' to add time to their existing session and customize notification settings to receive alerts about their parking session via the method and timeframe that works best for their needs. ParkMobile is also the only provider that combines zone parking, reservations, availability, and gated integrations in a single user interface.
- The **ParkMobile 360 Self-Administration** and **ParkMobile Dashboard** portals enable staff to make informed rate and policy decisions such as dynamic pricing to promote space turnover and create a more efficient parking and mobility operation in Destin.
- At launch, our in-house marketing team will provide **free comprehensive marketing services and signage/decal design**. The most important aspect to ensure the adoption of a new mobile parking payment deployment is getting the word out about the program. Our marketing team deploys a variety of strategies to drive early and continued adoption of our system.
- ParkMobile's in-house **customer support team is available 24/7** via phone, email, text, chat, and social media to help Destin users with any questions or issues they may have.
- ParkMobile operates on an **open API infrastructure** and is actively integrated with over 100 industry providers across all major technology types.

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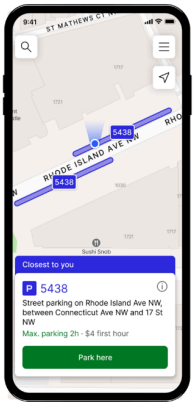
Our track record speaks for itself, with successful deployments in over 600 cities and on more than 160 campuses nationwide. We are the undisputed leader in mobile parking payment options, providing a consistent, reliable, cost-effective, and user-friendly system to both consumers and cities.

Planning Ahead	Navigating	Payment	Post-Parking Value
✓ Event Reservation	✓ Map View	✓ On-street or open lot payment	✓ Parking history
✓ Transient Reservation	✓ Easily tap zone number to begin checkout	✓ Notifications and extensions	✓ Usefulness of app elsewhere
	✓ Detailed info cards	✓ Gated payments	✓ Rewards and perks with ParkMobile Pro
		✓ Expanded payment methods	✓ Business account



ParkMobile

The Solution: Elevate your city's parking experience with ParkMobile! Our comprehensive platform is designed to address every parking scenario, from on-street metered spaces to off-street gated lots. By implementing ParkMobile, you'll enhance customer convenience and streamline your entire parking

ParkMobile core features include:

- **Map View**: The map view based on location shows the user nearby zones. A user can then touch the zone number to quickly initiate a parking session.
- **Start a Parking Session**: Quick process to select your zone, confirm your vehicle and payment type, then start a parking session.
- **Extend Time**: Ability to add time to your existing parking session to avoid running back to "feed the meter."
- **Multiple Payment Options**: ParkMobile offers a variety of payment options, including most major credit cards (Visa, Mastercard, Amex), Google Pay and Apple Pay.
- **IVR Phone Number**: For people without a smartphone, use an IVR number to make parking payments over the phone. Users who call the IVR will go through the flow-through audio prompts.
- **24/7/365 Customer Support**: ParkMobile offers support via phone, email, text, and chat. ParkMobile also has an extensive support site where users can get answers to frequently asked questions and read technical help articles.
- **Notifications**: Customizable push, text and email alerts to notify a user when parking will expire.
- **Manage Account**: Easy to add, remove and update account information.

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- **Transient and Event Reservations**: Find and reserve parking ahead of time in area garages and lots. Available for daily parking or events at select venues.

No other vendor offers a more feature-rich system that is solely focused on the total customer experience than the ParkMobile.

6.1.2.1 Simple Registration and User Account Management

ParkMobile offers a straightforward registration process via the app or mobile web experience. Users of the native app for iOS or Android will be prompted to enter an email, or they can use their Apple or Google accounts to sign up.

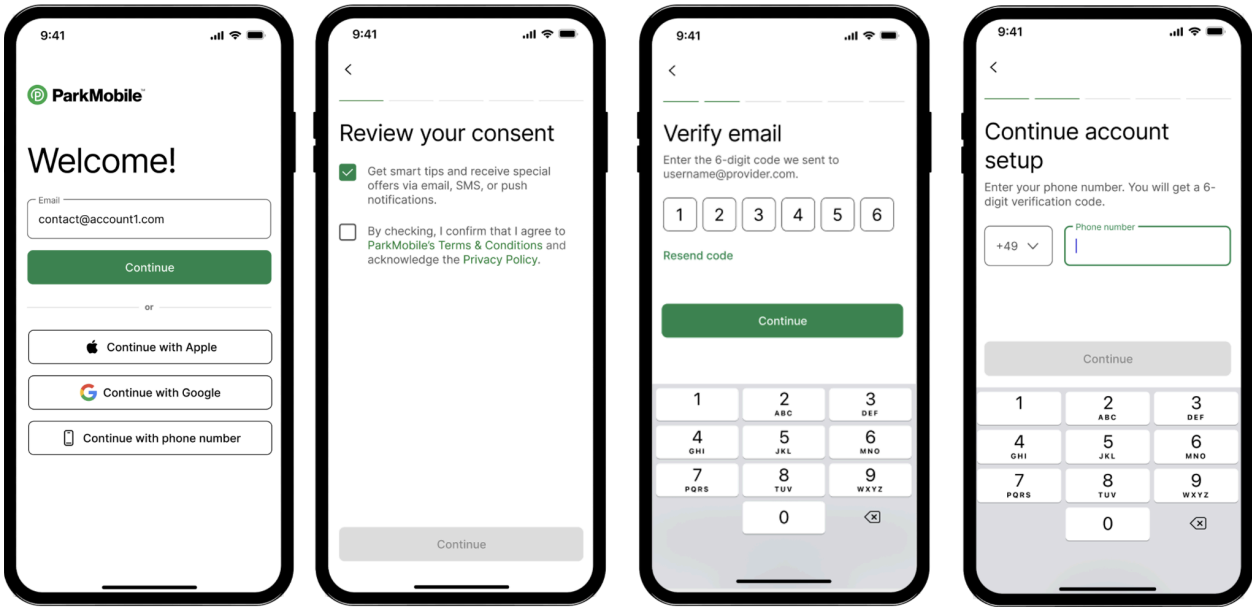

Figure – ParkMobile Registration Process

6.1.2.2 ParkMobile Offers the Most "Ways to Pay"

Today's consumer wants choice when it comes to parking payments. That's why ParkMobile now offers more ways to pay than any other mobile parking app. Beyond the flagship ParkMobile app for iOS and Android devices, users can also make parking payments via web, text and phone. Offering more consumer choice drives higher adoption.

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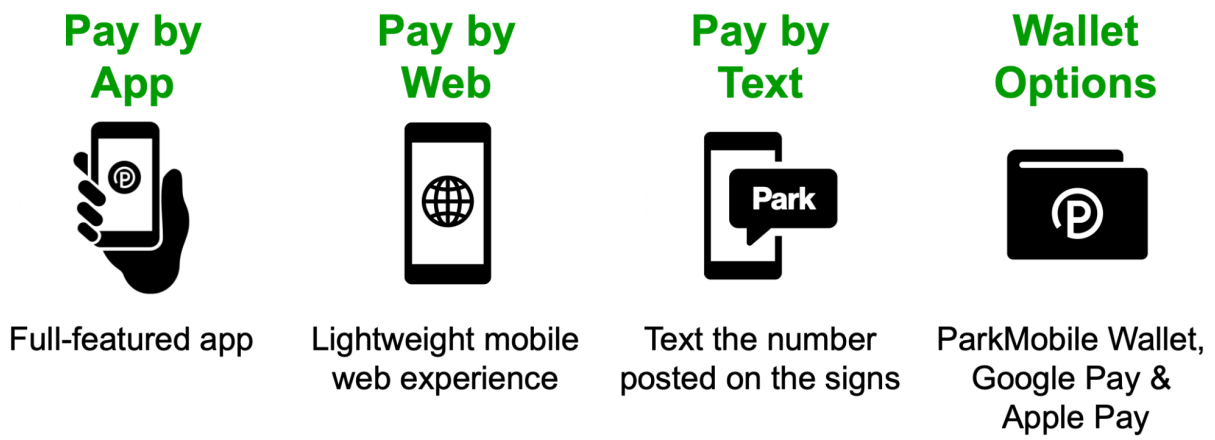

Below are the payment methods available to users:

- **ParkMobile App**: The #1 parking app in the US provides the most robust user experience for iOS and Android devices.
- **Pay By Web at ParkMobile.io**: Lightweight, web-based flow for people who do not want to download the full-featured app
    - **Guest Checkout**: Allows users to purchase parking without creating an account.
- **Text to Pay**: ParkMobile's text to pay feature allows users to text a code to a short SMS number to initiate a web-based payment.
- **QR Code**: Similar to the text to pay feature, users can scan a QR code to initiate a web-based payment.
- **IVR**: Drivers who don't own a smartphone can easily pay for parking by calling a toll-free IVR number and paying over the phone.
- **Flexible Payment Methods**: In addition to all major credit and debit cards, the ParkMobile system can accept prepaid cards, Google Pay, Apple Pay, and our own ParkMobile Wallet.

6.1.2.3 ParkMobile App for iOS and Android

The ParkMobile app provides a quick and easy process to pay for parking. Our Product team is constantly researching the experience and optimizing user flow. Once a customer downloads the app and creates an account, there's a simple payment process.

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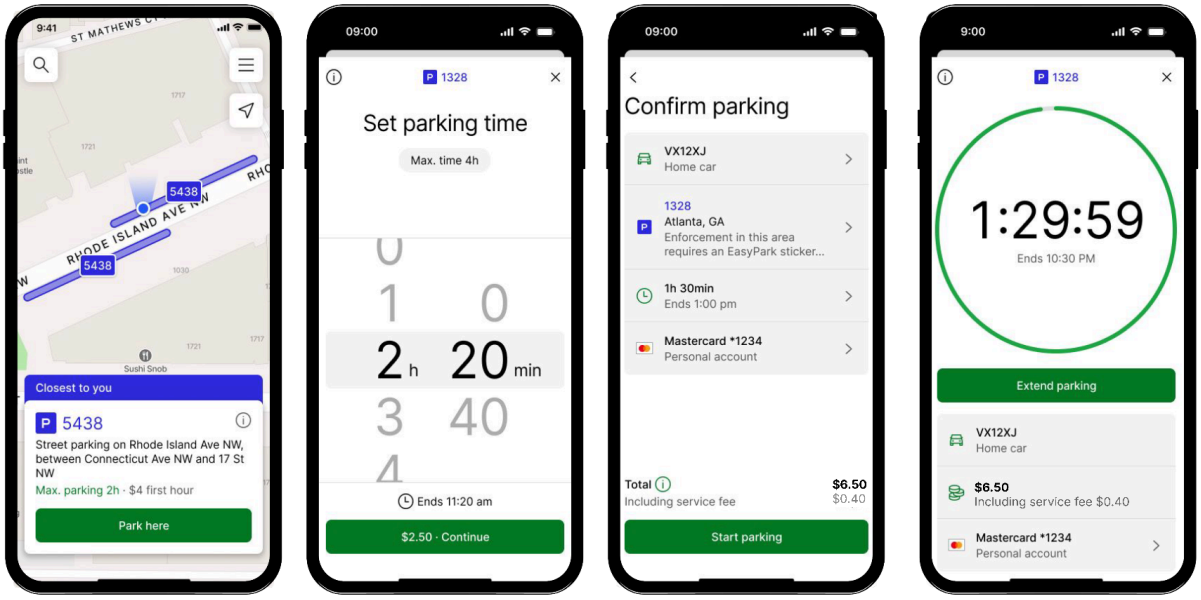

Figure – ParkMobile Zone Parking Process

1. **Enter Zone Number**: The user will enter the zone number posted on the stickers and signs around the meter. To make this process easier, the app uses location-based GPS coordinates to show the nearby zone numbers on the map so a user can easily touch the right zone number and then move to the next step in the process.

2. **Select Duration**: The user will select the duration of the parking session. The duration is based on the rates and policies that are set up for that specific zone number in ParkMobile's backend systems. On this screen, the user will also see the default vehicle selected and will be able to change that vehicle if necessary. The user will then tap "Proceed to Checkout" to go to the next step.

3. **Confirm Information**: On the confirmation page, the user will see all the key details for the parking session: zone number, duration, payment method, and vehicle. The user can edit any of this information before starting the parking session. After the user confirms the information, the user touches "Start Parking" to begin the parking session and will then see a countdown clock with the time remaining.

As a testament to ParkMobile's commitment to innovation, we are in the process of releasing several new user convenience features to the ParkMobile app. Some of the new features and functionality coming to the new app experience include:

- Users can search for parking by address instead of just zone number
- Zone boundaries appear on the map to clear any confusion on which zone the user is parked in

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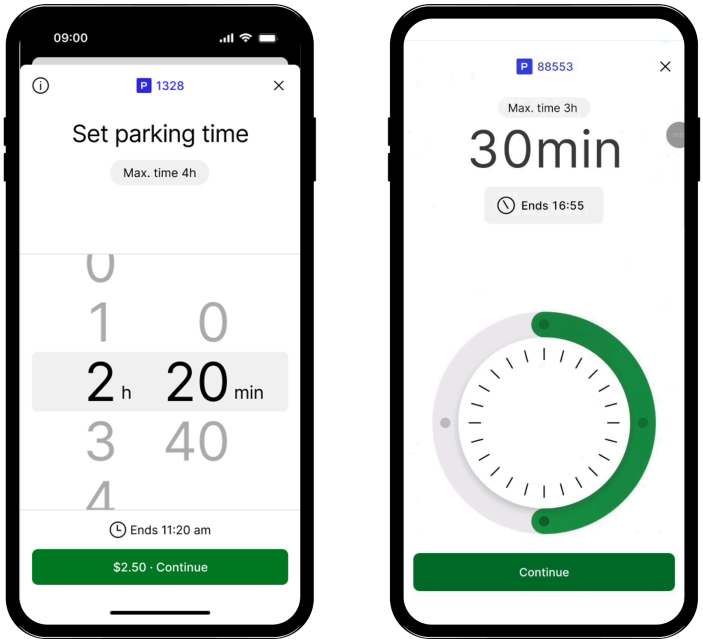
- A zone card that displays all of the important rate and policy information for the selected zone.
- For zones programmed with time increments of less than 15 minutes, a new dial will be presented to users in place of the hour and minute selector. We have provided a screenshot of this below.



6.1.2.4 ParkMobile Web Experience

ParkMobile's lightweight mobile web application enables a user to pay for parking without having to download the full-featured app. The ParkMobile web app also offers a Guest Checkout option, allowing users to purchase parking without creating an account. This is a good option for the infrequent parker who prefers to make a mobile payment but does not want to go through the process of downloading an app and creating an account.

While the ParkMobile app is currently available in either English or Spanish, the ParkMobile Web Experience is available in hundreds of languages (dependent on the user's device settings). This ensures that all ParkMobile users have flexible contactless payment options available to them regardless of their native language.

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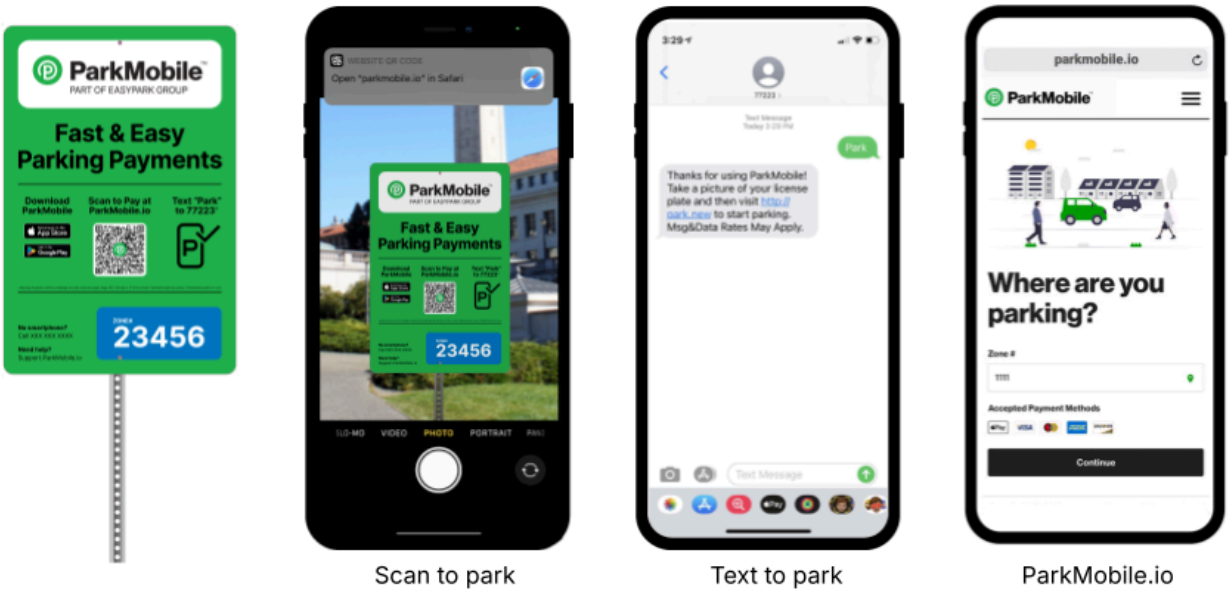
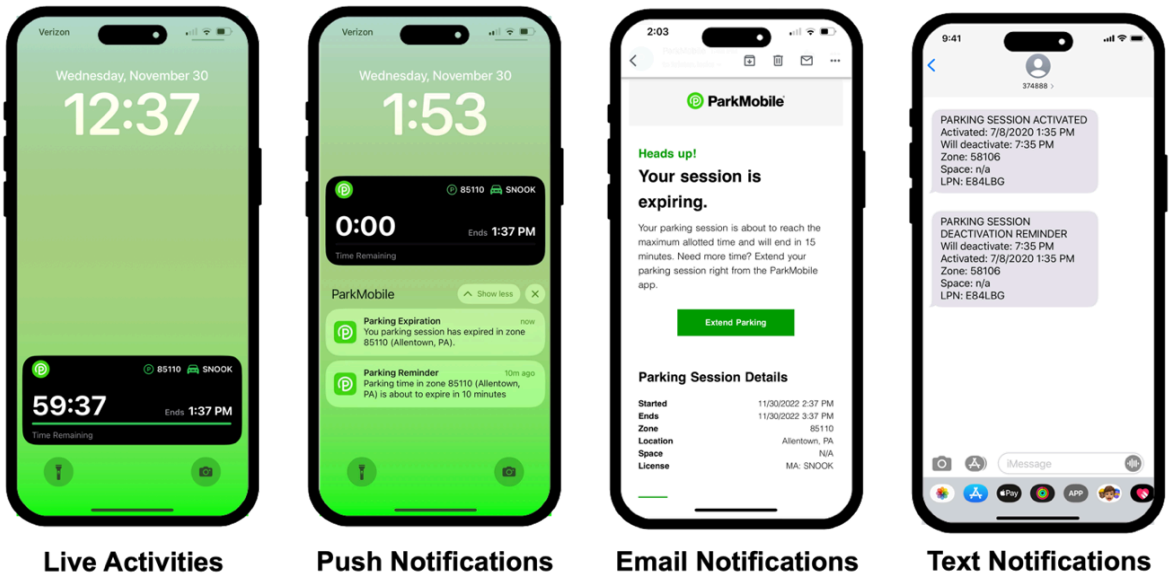


Figure - ParkMobile Web Experience User Flow Options

6.1.2.5 Customizable Notifications

ParkMobile provides automatic real-time alerts via push notification that will notify a customer prior to the expiration of their parking session. The timing of these alerts can be set to a duration of the customer's choosing. Alerts can be configured to be sent via email, SMS, and push notifications. ParkMobile users will receive an in-app message and email alert once their parking session has expired.



ParkMobile has developed a new feature for the iOS Live Activities capability that allows users to see the remaining time left for their session from their device's lock screen. This

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is a user convenience option that simplifies the process of checking on how much time is remaining for the current session. An Android version of this feature will be released soon.

6.1.2.6 Extend Time

The most popular feature of the ParkMobile app is the ability to extend the time of the parking session remotely. Users can add parking time without running back to "feed the meter." A user cannot extend time past the maximum parking time allowed for that location.

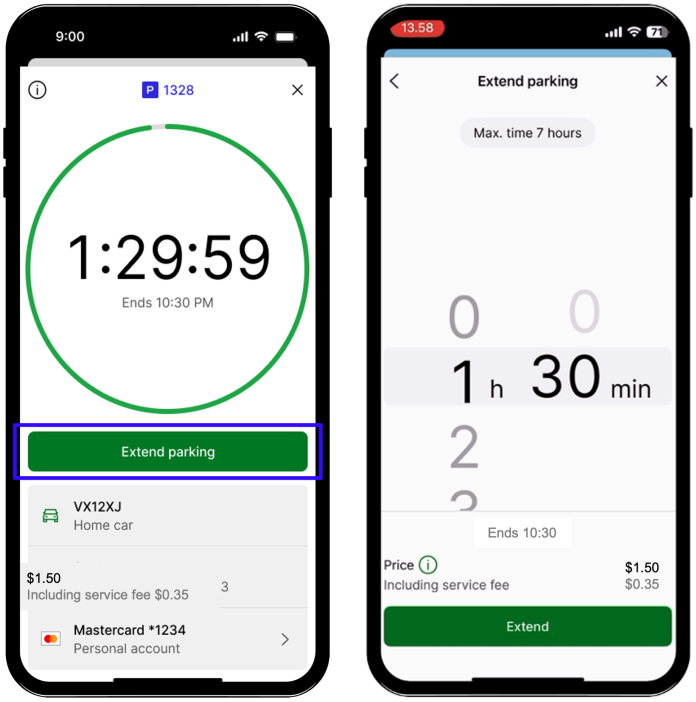

Figure - Extend Time Feature

6.1.2.7 Structured, Secured and Privacy-Focused

ParkMobile is compliant with PCI DSS, ISO 9001:2015, and SSAE 18 requirements.

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Below are only some highlights of the measures we have taken to ensure the security of our corporate operations and our parking solutions:

- **Web Application Firewall (WAF)**: ParkMobile utilizes AWS WAF to control bot traffic and block common attack patterns.
- **Multi-Factor Authentication (MFA)**: ParkMobile uses MFA for all our interfaces.
- **Traffic Monitoring**: ParkMobile receives automatic alerts about strange usage patterns and/or unusually high loads on our systems.
- **App and Web Security**: ParkMobile utilizes app attestation and web fingerprinting to verify that all traffic is authentic and not from automated scripts or bots.
- **Regular Penetration and Code Scanning Tests**: Third-party tests are conducted at least once a year, and we utilize code scanning tools to automatically check for known vulnerabilities.
- **Security Incident Response**: ParkMobile's Security Incident Response team receives regular thorough Incident Response Training, and OpsGenie was implemented for faster communication during potential security incidents.
- **Additional Security Measures**: ParkMobile has implemented multiple additional security measures, including Veracode, external email marking, AWS VPN, Jfrog Xray, country whitelisting, and additional third-party security scanning.
- **Security Monitoring**: Carbon Black and DataDog are implemented for continuous security monitoring and alerting.

As detailed above, we use an extensive set of best-in-class application and infrastructure monitors that capture any platform issues and immediately alert our on-call team to address any errors that require immediate attention. We also aim to scale our platforms ahead of our growth expectations, which is why our platform can handle 5x the largest volume day in ParkMobile history without any changes from the engineering team. Coupled with the uptime guarantees of Amazon Web Services, the platform is designed for maximum availability & reliability. **ParkMobile guarantees an uptime of 99.9%**.

6.1.2.8 ParkMobile 360 Self-Service Administration Portal

With ParkMobile 360, staff will have role-based access to self-administrative rate and policy management tools and a “360” view of the parking program with robust analytics and reports. ParkMobile 360’s self-administration portal provides the following features:

- Calendar View: ParkMobile 360 shows you daily, weekly and monthly calendar views of all your parking policies, making it easy to visually see all your parking rates and make the necessary adjustments.
- Rate Creator: With ParkMobile 360, you can quickly create and import rates for specific days, weeks, or months. If you have a festival, street cleaning or weather event, you can change and update your rates across different locations.

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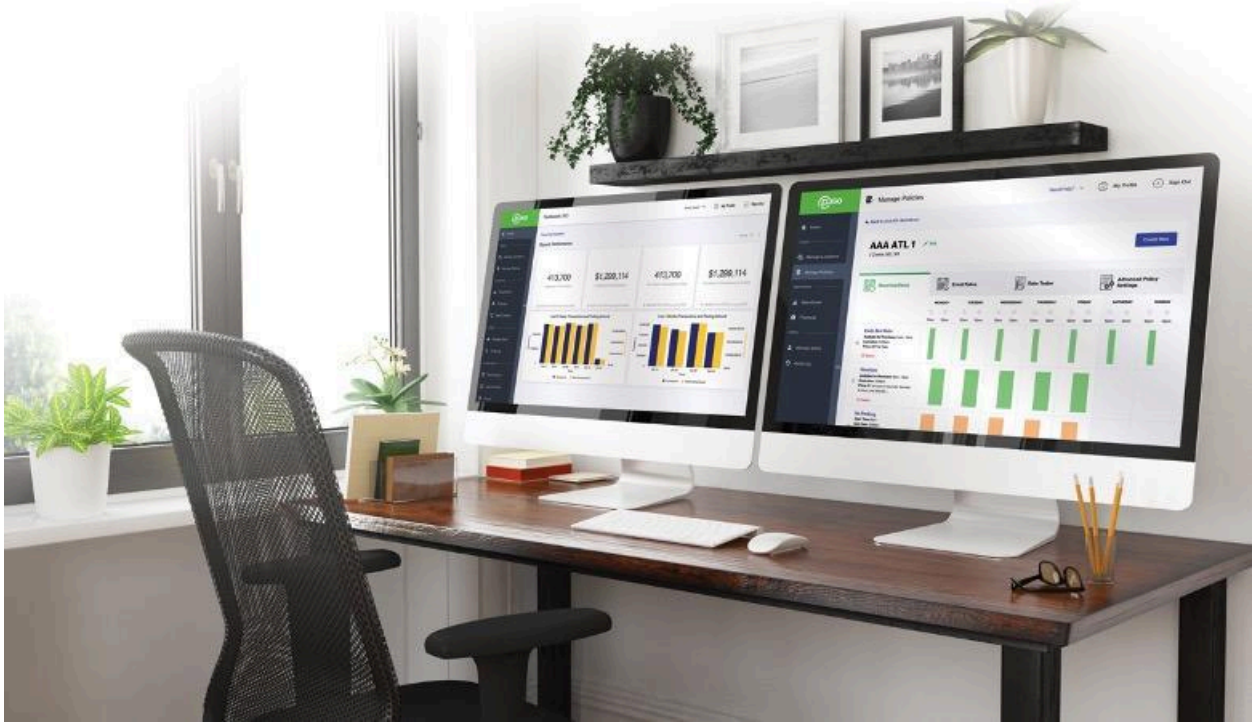
- Policy Management Across Locations: ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location's rate structure.
- Rate Tester: Before you push out a rate change, ParkMobile 360 gives you the ability to test that rate to make sure it is working properly and avoid any potential customer service issues.



ParkMobile 360 also gives clients the ability to manage rates and policies in real-time. City staff will be able to make rate changes and push them out instantly. ParkMobile can support extremely complex rate structures with multiple rates in effect at different times of day and days of the week, in addition to special event rates. ParkMobile 360 also includes a Rate Tester, which allows staff to easily verify what rate customers would be charged on a given date, time, and location. This tool is extremely helpful to ensure rates are being displayed correctly and there are no gaps in the policies when there are multiple, overlapping policies in place.

The next several pages contain examples and screenshots of the rate management capabilities available in ParkMobile 360:

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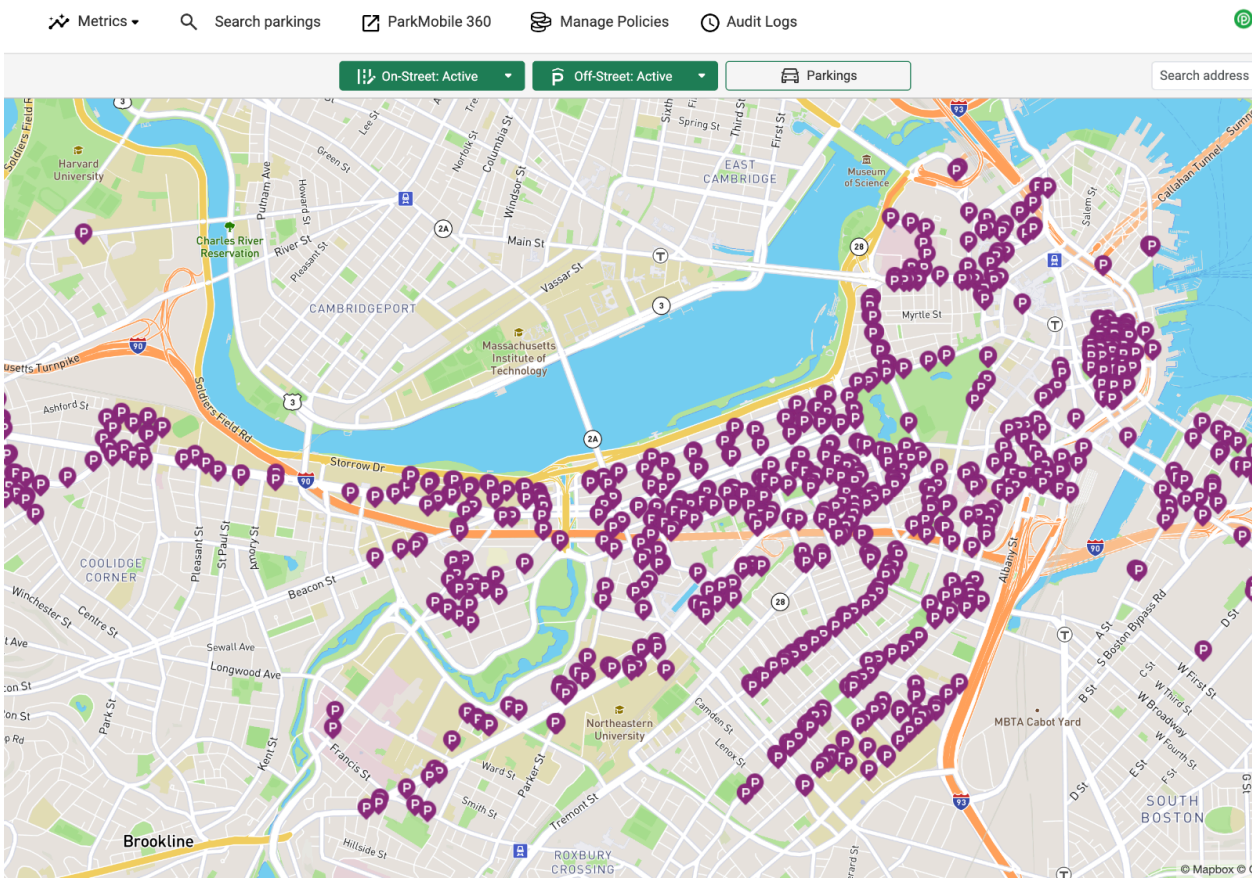

Figure – PM360 Home Page Map View Displaying Parking Areas

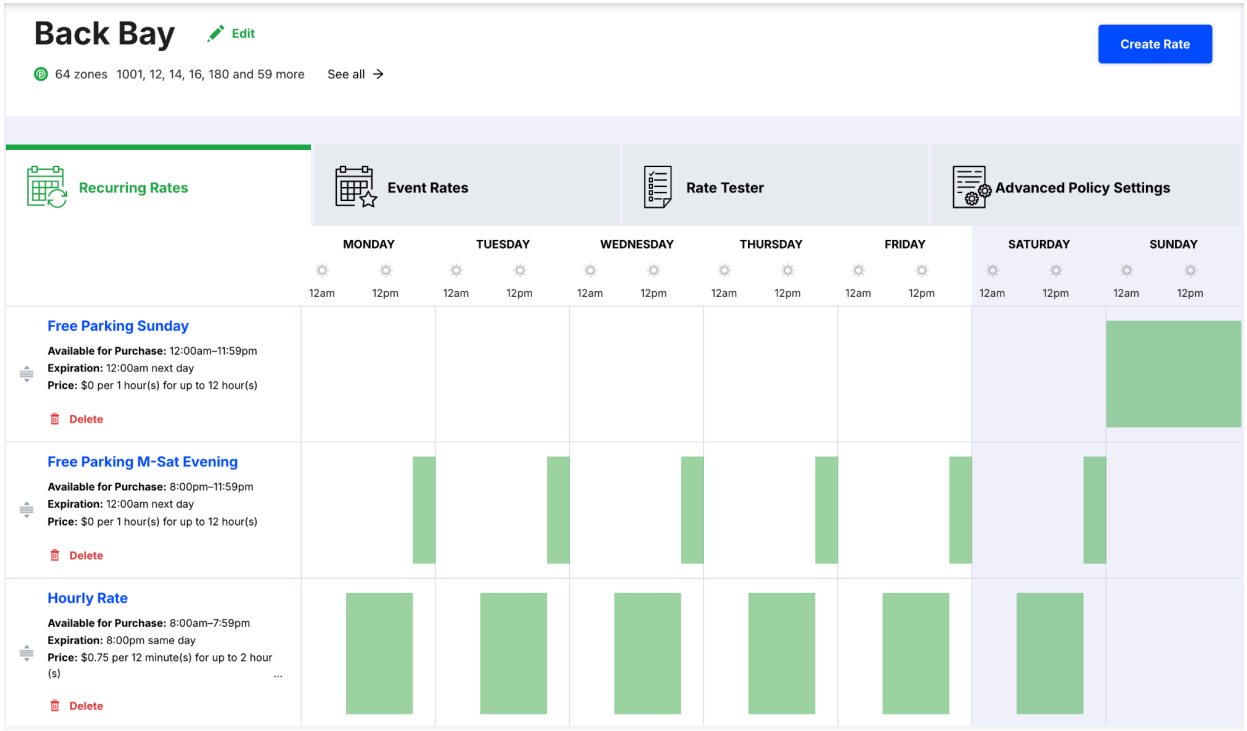

Figure – PM360 Calendar View to Setup Recurring Rates

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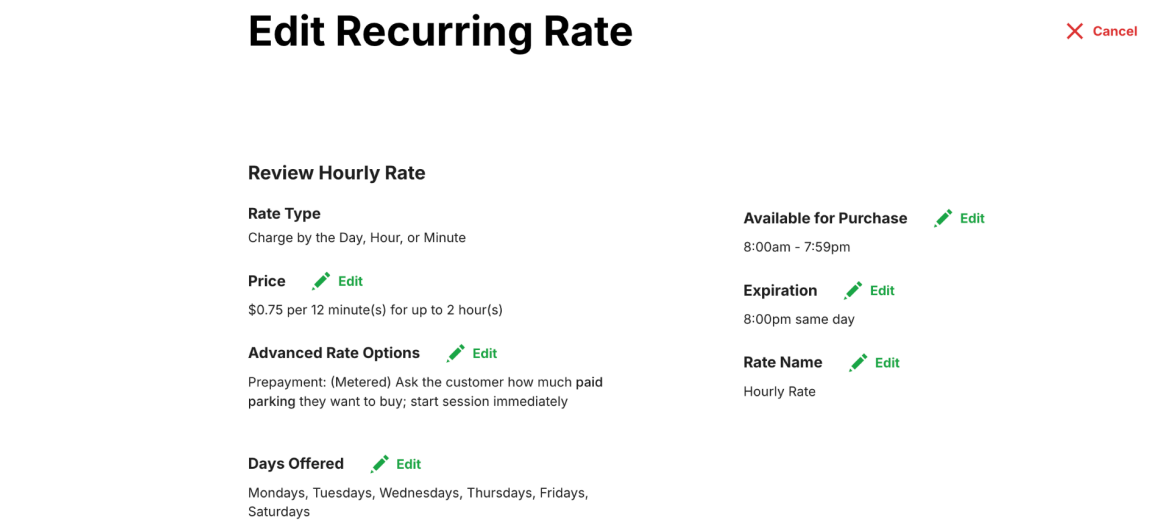

Figure – PM360 Recurring Rate and Policy Management

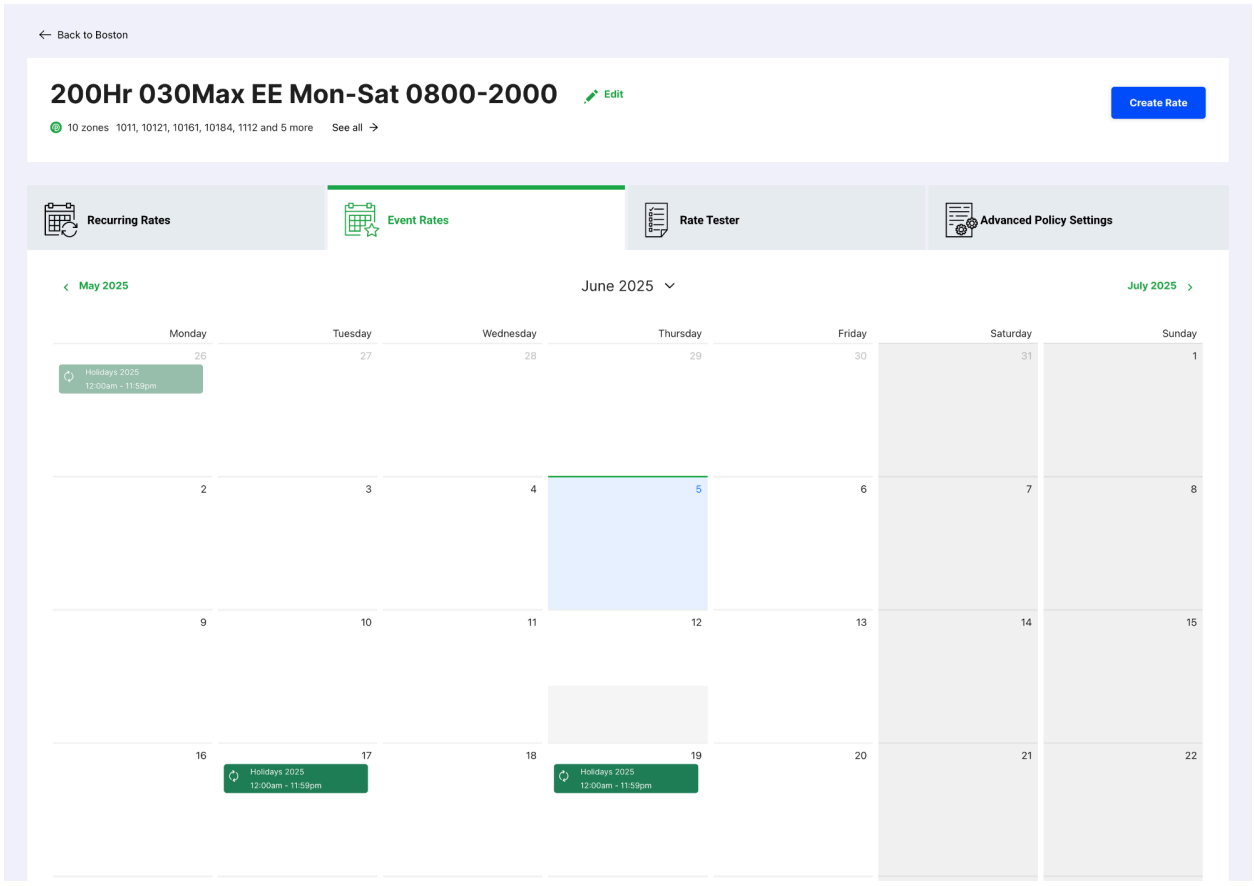

Figure – PM360 Calendar View to Setup Event Rates

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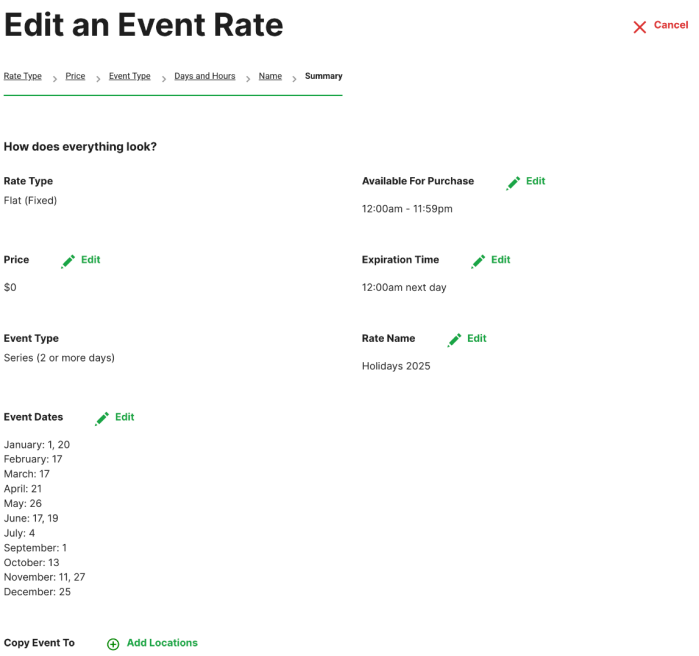

Figure – PM360 Event Rate and Policy Management

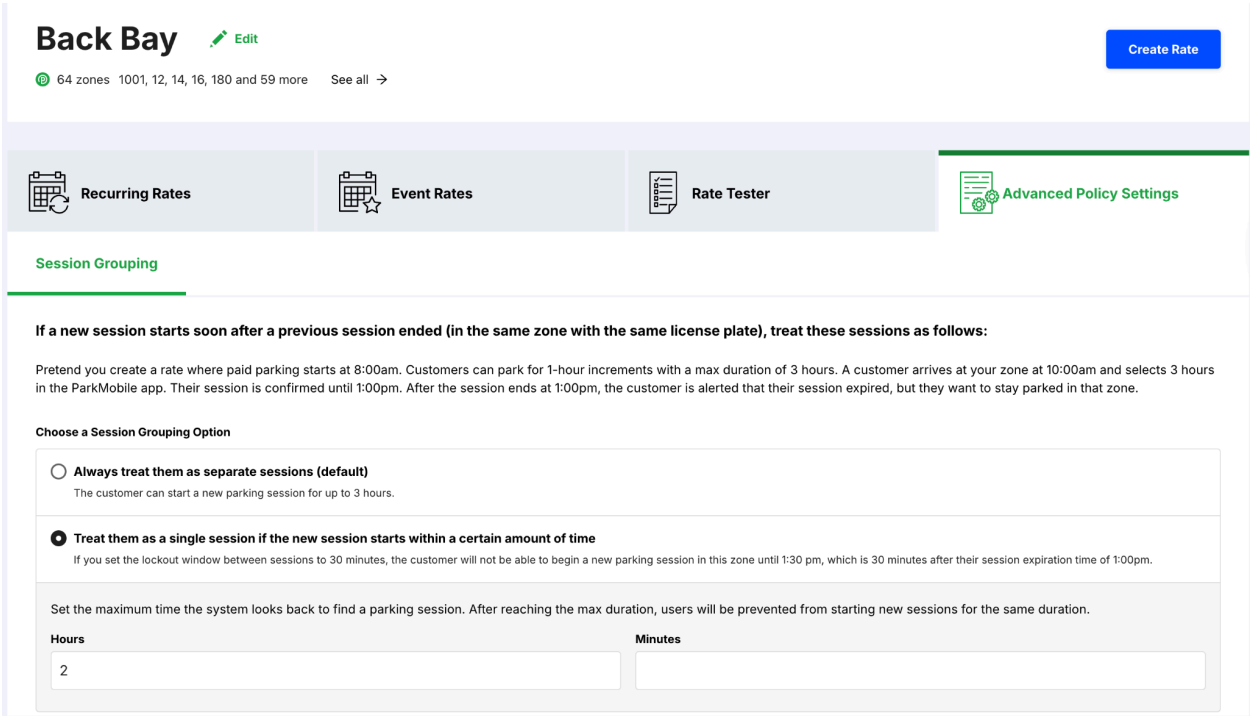

Figure - Advanced Rate Policy Settings

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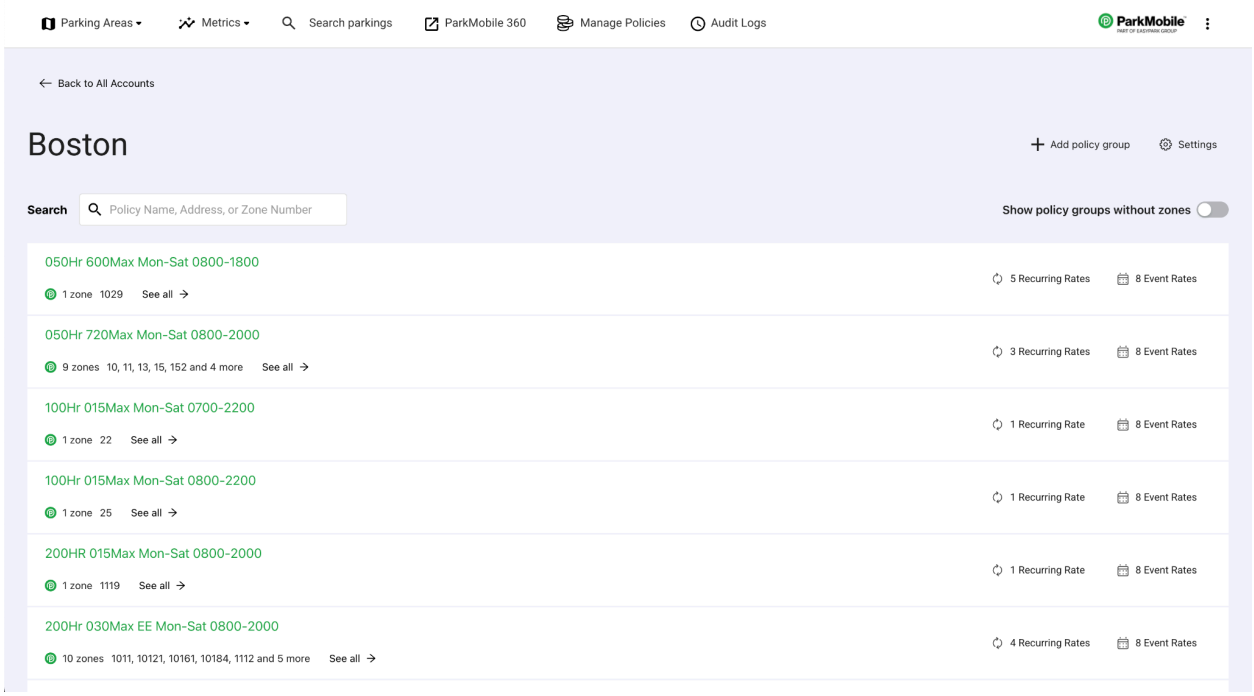

Figure - Policy Group List

6.1.2.9 ParkMobile Dashboard for Analytics and Reporting

The ParkMobile Dashboard consolidates mobile parking data into a user-friendly portal. It offers both high-level and granular views of transaction and financial activity, empowering City staff to make informed operational and policy decisions in real time.

Dashboard provides operational information with regard to total transactions and revenue across varying time frames, as well as transaction statistics such as the distribution of parking by hour of day, duration, and parking cost. The financial reports contain transaction-level information, including pricing, user, zone, and payment information.

Access to ParkMobile Dashboard is role-based with each staff member assigned unique credentials. It is a web-based solution, so not additional software or hardware is required for use.

Key Features of the ParkMobile Dashboard Include:

- **Real-Time Analytics**: Instantly view total transactions, revenue, and performance trends across defined time periods. Drill down into transaction-level data by zone, duration, vehicle, payment method, or time of day.
- **Customizable Reports**: Operational and financial reports can be filtered by date, zone, or supplier, allowing for precise historical analysis and benchmarking. This includes side-by-side comparisons of different mobile providers, if applicable.

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- **Search Parking**: ParkMobile Dashboard includes a search parking feature which makes the adjudication process easier than ever. Simply search for a license plate and the full parking history is displayed. Results can be filtered by data and area.
- **Scheduled Reporting**: Reports can be delivered automatically to staff inboxes on a daily, weekly, or monthly cadence, ensuring the right stakeholders receive timely data without manual effort.
- **Visual Insights**: The dashboard presents information in attractive, easy-to-read charts, KPIs, and graphs, ideal for both detailed analysis and high-level executive summaries.
- **Flexible Data Export**: Reports can be quickly downloaded in multiple formats, including .xls, .csv, and .pdf, giving the City flexibility in how it reviews, shares, and archives data.

Below are examples of the standard reports included in the ParkMobile Dashboard.

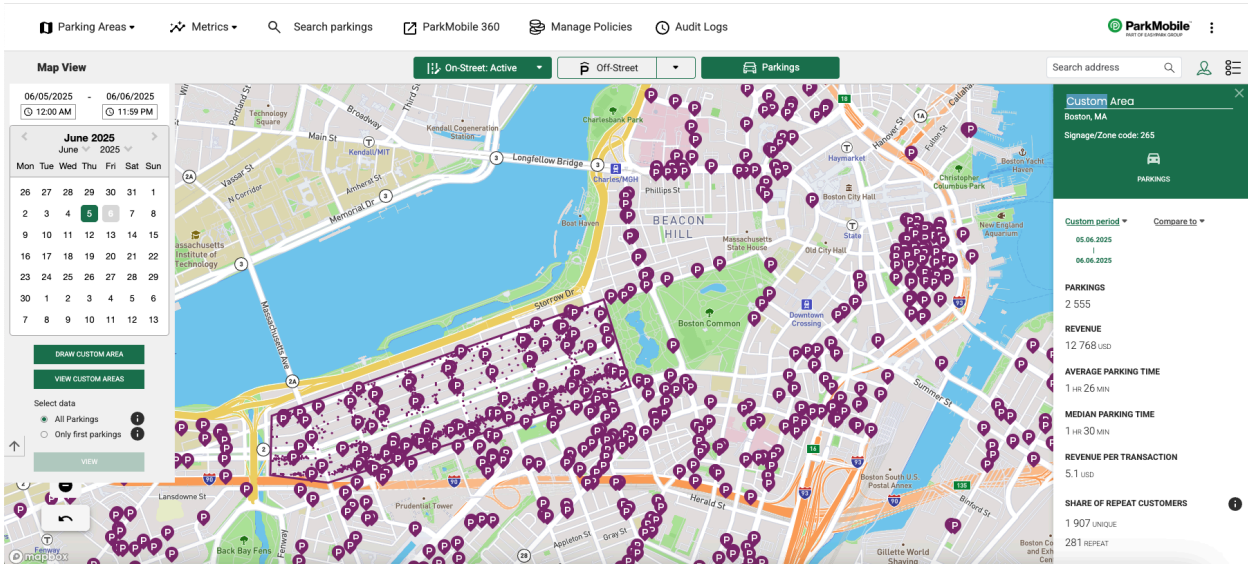

Figure - The map view displays parking areas on a map to quickly select the desired location's data

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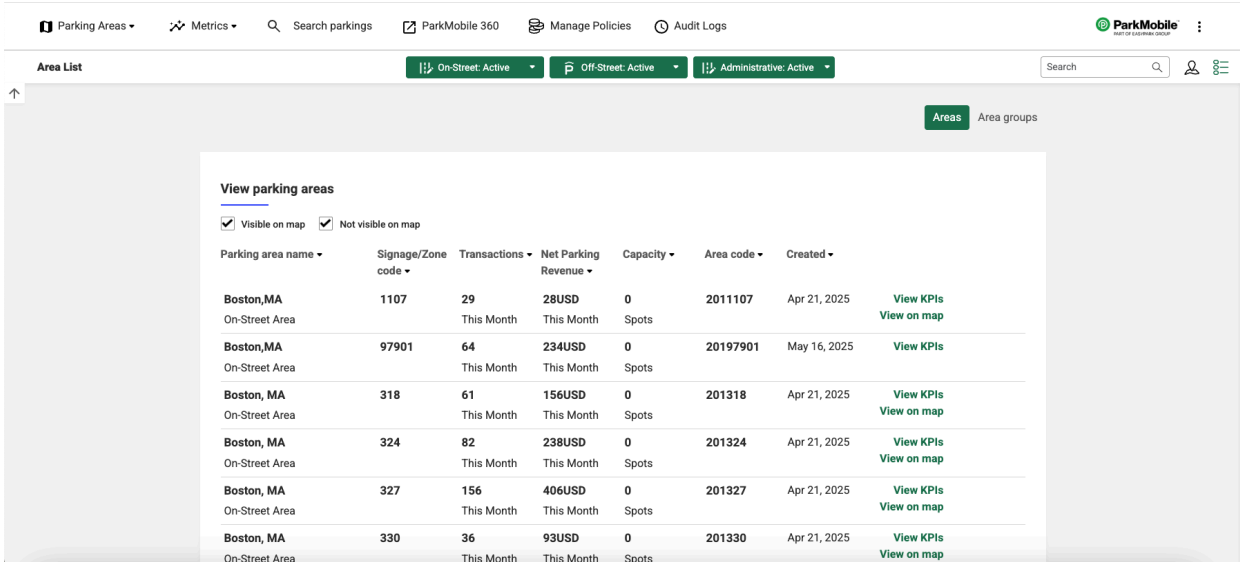

Figure - The location list view provides a quick glance at each parking location's performance metrics. Clicking' View KPIs' allows users to view deeper analytics.

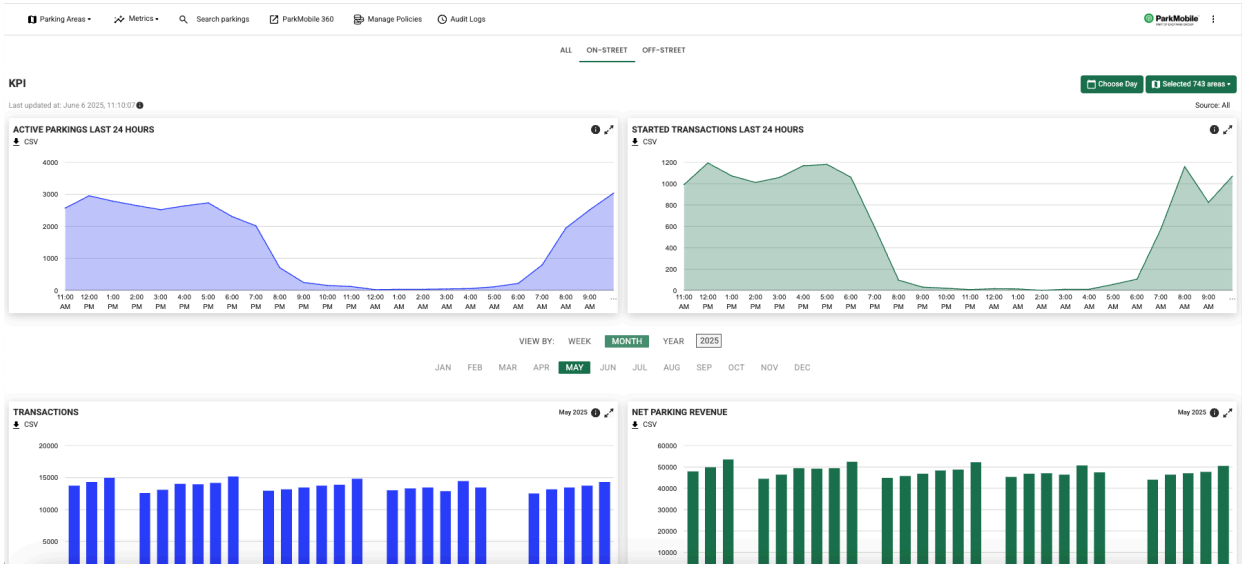

Figure - The KPI analytics dashboard view provides a variety of visualizations of the program's performance metrics. Visualizations include the previous 24 hours and monthly views.

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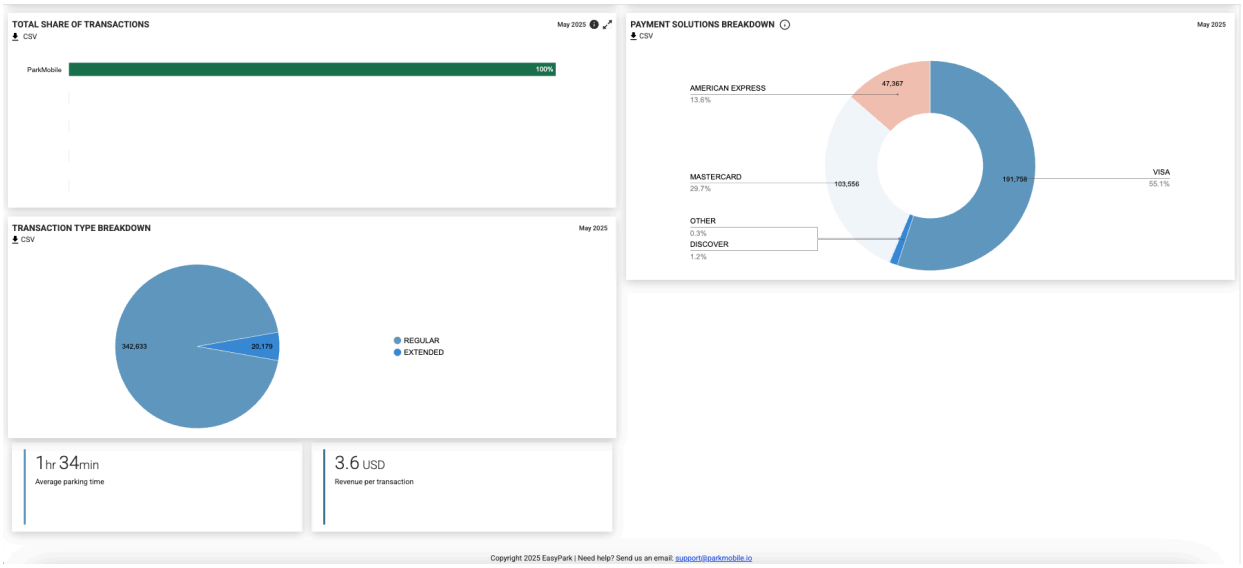

Figure - The multi-channel analytics view provides a breakdown of the share of transactions for all payment types.

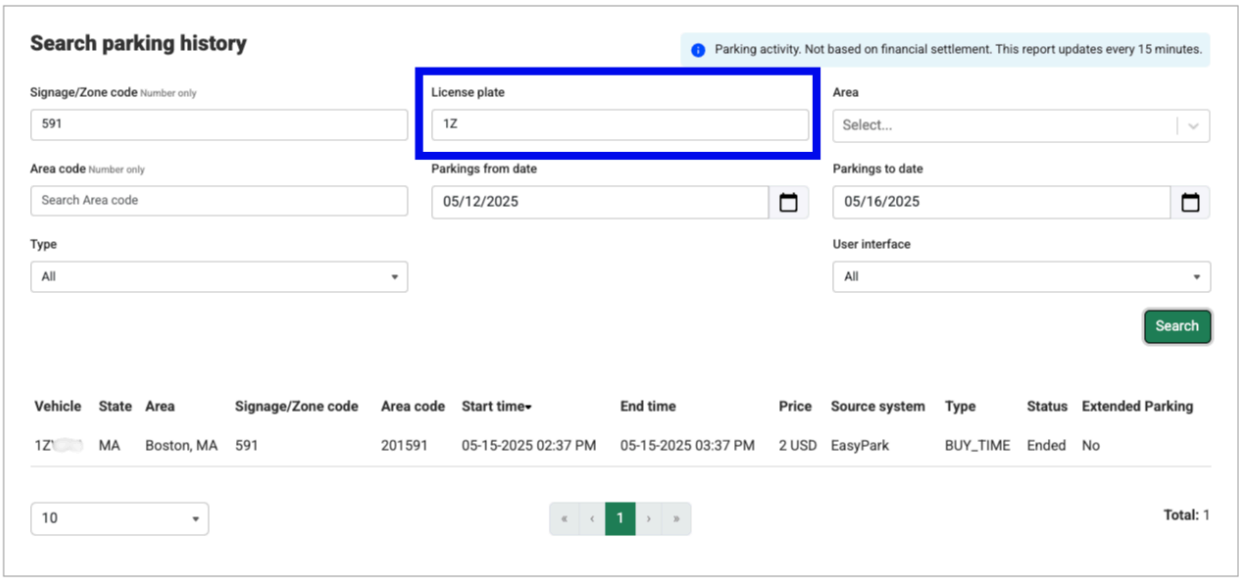

Figure - ParkMobile's search feature enables clients to filter parking sessions by zone code, license plate, and date. License plate search can be partial plate or full plate. Note: We have partially blurred the license plate field for the purpose of this RFP response.

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6.1.3 CWT Parking Pay Stations

CWT S4+ Pay Station (CWT) is proven around the world to be a dynamic, robust pay station built to work in unattended environments with the harshest climates. The 9.7" full color touch display option provides the industry's best user interface, providing a user experience similar to that of a smartphone. The CWT with touch screen display is installed across the United States from Los Angeles, CA to Portland, OR to Chicago, IL, to Philadelphia, PA, to Key West, FL.



6.1.3.1 Key Hardware Features

- Solar powered for long life battery performance
- 9.7" touch display screen for advanced screen customization and friendly customer service
- 4G wireless communications
- Secure, PCI Level 1 card processing
- Anti-card skimming
- Anti-fishing of coins / Coin escrow
- Accepts paper currency
- Graphical Printer & E-Receipts
- Upgradeable design

6.1.3.2 Key Software Features

- Ability to handle complex rate structures
- Strong parking rights management
  - Progressive pricing
  - Forced rotation
  - Special rates per plate
  - Free time
- Remote software downloads
- Citation payments
- Validation code acceptance
- Advertising / Local News
- Extend by Text option

6.1.3.3 Robust and Customizable Housing

The CWT Pay Station is designed to be visually pleasing and easy to use for customers while reducing the necessary space required for installation. The cabinet is made with 304 stainless steel, making it extremely resistant to corrosion. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This protects against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials. Our

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standard pay station color on the CWT is black (RAL 9005). Additional RAL colors and custom wraps are available at additional cost.



6.1.3.4 Multiple Levels of High Security

The pay stations have two individually locked compartments: an upper one for technician maintenance (e.g., replacing ticket rolls) and a lower one for cash collections. This design, along with a 4-point locking solution and internal hinges/seams, protects against internal cash theft and prying. Different keys are used for the upper section, lower section, collection door, and cash boxes. Both manual and electronic locks are supported.

The CWT pay station's secure vault system, located behind the outer door of the lower compartment, provides ultimate protection for collected cash. This vault door is made of armored steel. Notifications are sent to the back-office system and designated recipients via text or email when the cabinet door is opened or the coin box is removed. The coin box can only be opened with a collection key and remains closed to the collector. Optional vibration and shock sensors can also trigger SMS/email alerts if activated.

6.1.3.5 ADA Compliance

The CWT pay station meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. We also maintain ADA guidelines by being able to operate the pay station with one hand and does not require tight grasping, pinching or twisting of the wrist. In addition, the User Interface can be

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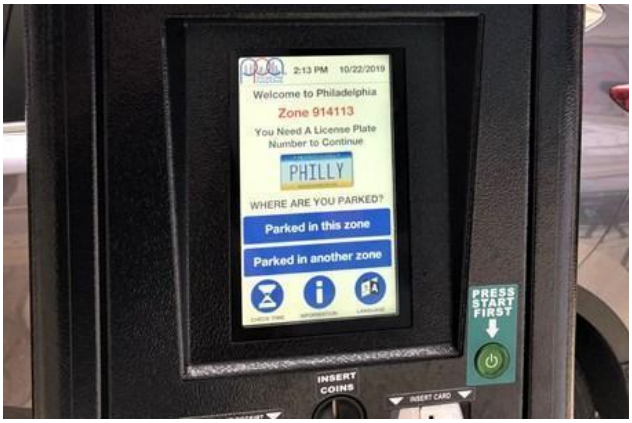
customized with special features to assist disabled parkers such as a specific button that can provide unique rules for those who qualify.

6.1.3.6 User Interface

CWT pay stations feature a 9.7" touchscreen display, fully customizable to client preferences. This allows for the display of custom messages (including information about the ParkMobile App as a payment option), photos, animations, videos, and advertisements, enhancing the pay station's functionality beyond parking. It can also provide local information, maps, and process payments for other services like park admissions or transit fares.



All controls are integrated into the touchscreen, eliminating the need for a physical keyboard. The interface supports Pay by Space, Pay by Plate, or Pay & Display parking, individually or in combination.

The recessed display is protected by a clear window and vertically positioned to comply with ADA guidelines, with all operable buttons below 48". A clock synchronized with our server ensures accurate time.

To conserve power and extend screen life, the display enters sleep mode when not in use and reactivates with a single "start" button touch. It is designed for optimal readability in all lighting conditions, including direct sunlight and fog, and across various viewing angles.

6.1.3.7 Credit Card Acceptance

The CWT Pay Station is designed to accommodate all major credit card payment methods including magnetic stripe, EMV chip and contactless payment ensuring convenience for customers. NFC payments such as Apple Pay and Google Pay are also supported.

6.1.3.8 Coin and Bill Acceptance

The pay stations are able to accept up to 14-coin denominations through our coin shutter/validator, which only accepts coins that have been programmed to be valid payment options. The automatic coin shutter only opens for metal objects, preventing non-metal insertions. Non-programmed coins or unauthorized metallic objects are automatically directed to the coin return bowl, ensuring they do not enter the vault.

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The free-fall coin acceptance system minimizes the risk of jams and reduces maintenance needs.

The CWT Pay Station can be equipped with a high-performance bill acceptor that allows bills to be inserted in four different orientations for user convenience. The bill stacker holds up to 1,000 notes, ensuring efficient cash management. It accepts $1, $5, $10, $20, and $50 bills, or any combination thereof. The acceptor is programmable to recognize and only accept specific bills. For example: It can be programmed to only accept $1 and $5 bills and will reject all other bills.

6.1.3.9 Data Security and Credit Card Processing

All data is cloud-hosted at our secure data centers, monitored 24/7. Production data is separated from back-up/stored data. Data is made available to City staff from the beginning of installation and can be accessed many years later. The CWT card payment system is PCI-DSS Level 1, P2PE, and SAS70 certified. We follow the guidelines from the PCI-DSS standard and haves regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. The CWT back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

6.1.4 Residential Discount Program and Virtual Permitting Solutions

The ParkMobile Residential Permit program is a simple, economical solution that leverages the City's existing permit program processes and procedures. It provides special rates to residents or other specified users in designated zones (or citywide). The City provides ParkMobile with a list of validated and authorized license plates or email addresses using secure transfer protocols. Once uploaded to the system, those users will automatically see their special rates when parking in applicable zones. Once the email or license plate has been removed, they will no longer receive special rates and will pay the standard rate.

6.1.5 Virtual Permits

Should the City wish to upgrade its current permit system to a more full featured advanced solution, we can provide the ParkMobile E-permit solution. This would allow the City to manage permit applications, permits and payments. The types of permits listed below can be easily managed through the system:

Standard permits
Standard permits, otherwise known as residential permits, are commonly bought one at a time and are valid over a longer period. Depending on configurations, these permits

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can be renewed, temporarily replaced, moved to another address and canceled. They can also be approved automatically or by the operator with case management.

Bulk permits
Bulk permits, as the name suggests, are bought in bulk. This is commonly applied by businesses who utilize a fleet of vehicles. Once a permit is assigned to a vehicle, it can be set so that it can be changed or updated. All permits bought in one session have the same valid period, independent of usage.

Banked permits
Banked permits are also known as digital scratch permits. They are pre-paid permits that offer flexibility depending on usage. For example, a city resident may be charged based on whether they drive their personal vehicle into the city for work (and utilize on-street parking) or take transit on another day.

We can provide more detailed information or a product demo of the E-Permit solution, if the City is interested in this solution.

6.1.6 Park Loyalty Enforcement Suite

As part of our comprehensive, fully integrated and seamless parking management program, weare proposing an enforcement suite offered by Park Loyalty for the City's consideration. The City has maximum flexibility on the enforcement solutions deployed and you may elect to implement some, all, or none of these solutions. ParkMobile is integrated with over 100+ industry providers and operates on an open API infrastructure, so if the City has a preferred enforcement platform, we can alternatively accommodate that integration.

6.1.6.1 Enforce Pro

Enforce Prois a feature-rich advanced enforcement platform that streamlines ticket issuance, enhances officer productivity, and provides real-time visibility into field operations. It is integrated with the ParkMobile Parking Payment System so boasts rapid deployment and ensures accurate, efficient, and compliant ticket issuance.

Enforce Pro leverages industry-leading LPR technology for rapid and precise plate scanning, empowering officers quickly verify the plate against real-time parking payment data from the ParkMobile App and pay stations to enforce efficiently and make informed decisions. This commitment to accuracy means more reliable ticket issuance, which in turn builds stronger public trust and compliance.

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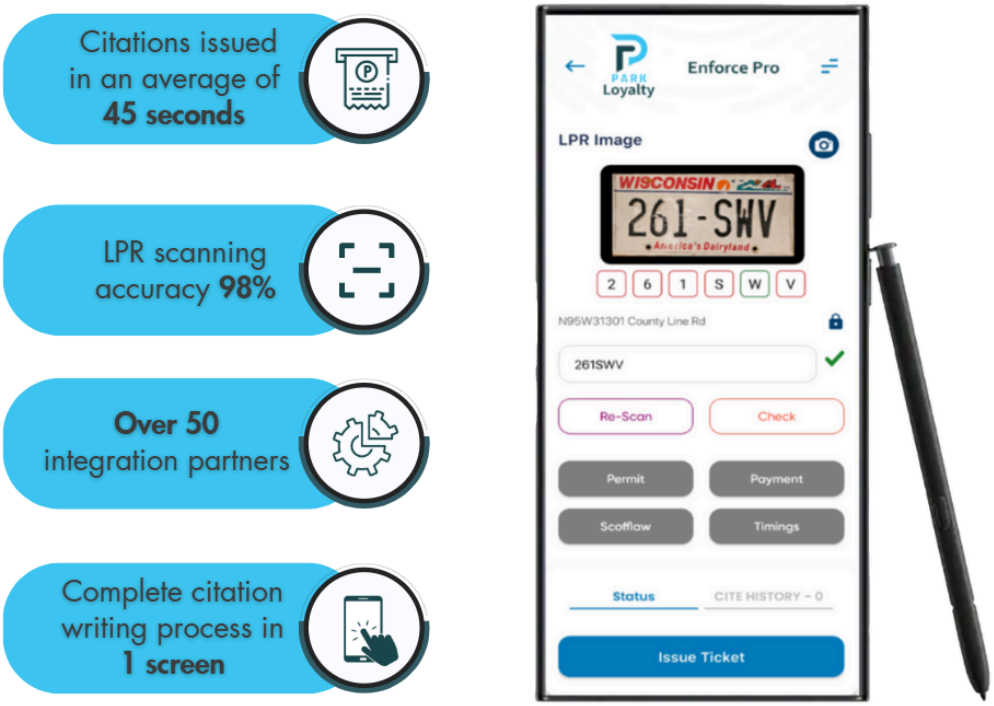
6.1.6.1.1 Ticketing Application

The Enforce Pro Mobile Ticket Issuance App is an Android-based platform with advanced LPR capabilities. Popular with PEOs, its modern user-friendly user interface is intuitive and easy to learn, enhancing data accuracy and operational oversight. Installed on Android devices and paired with a Bluetooth printer, the app simplifies ticket issuance by minimizing manual data entry and validating information in real time through system integrations.

Key features include:

- Ticket issuance and time marking.
- GPS address population.
- Image attachment to tickets.
- Vehicle details retrieval (make, model, and color, when available)
- Scofflaw alerts from a pre-loaded list of state plates
- Support for boot and tow operations by transmitting real-time violation and location data to dispatch teams.
- Real-time payment and permit checks to verify status right up to ticket issuance.
- Option to print dynamic QR codes directly on tickets, allowing each motorist to instantly access their individual citation details with a single scan.
- Broken Asset Report that allows officers to report issues with parking assets (meters, signage) directly from the app for quick routing to the appropriate team.



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6.1.6.1.2 LPR Scan

Enforce Pro is built around the Mobile LPR Scan Engine, which enables Parking Enforcement Officers (PEOs) to scan license plates directly from the app. Once a plate is scanned, the app provides instant visual enforcement cues and verifies payment status, permits, exempt lists, scofflaws, warnings, historical tickets, and timing records—all in real-time.

Enforce Pro's LPR scan offers the fastest, most accurate, and user-friendly method for issuing citations. Using either manual or directed enforcement modes, PEOs can scan a vehicle's license plate, and the LPR engine captures the image, reads the plate number in seconds, and automatically checks it against integrated data sources. These include payment records, permits, timing logs, stolen vehicle databases, scofflaw statuses, and exempt lists.

The app displays results through an intuitive, color-coded interface:

- Red: Enforcement required (e.g., scofflaw, overtime)
- Orange: Similar plate found (fuzzy logic match)
- Grey: No matching records in the system
- Green: No action needed (e.g., valid payment or permit)

Designed for officers of all technical skill levels, this interface simplifies enforcement by providing actionable insights at a glance.

Smart Timing Record Management

Enforce Pro's smart timing record digital chalking system works as follows:

- **Digital Chalking (Mark a Vehicle)**: PEOs can digitally mark a vehicle during an LPR scan, capturing key data such as the vehicle's image, location, make, model, color, and, when applicable, tire stem location and VIN—customized to specific business rules.
- **Timing Record Creation**: Each digital chalking action generates a timing record, which can be tailored through a web-based portal to meet customer requirements.
- **Time Limit Monitoring**: Enforce Pro tracks timing records and flags violations automatically. If a vehicle's regulated time has expired, the system marks the status as red for quick identification.
- **Gone on Arrival (GOA) Management**: When a vehicle moves to a different zone or address, Enforce Pro automatically marks the previous timing record as "Gone on Arrival" (GOA), ensuring it isn't included in future scans.

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- **Shift Continuity**: Timing records are shared seamlessly across shifts, providing consistent access to critical data between officers or LPR vehicles without any loss of information.
- **Timing Record Updates**: If a vehicle is marked in a new zone or block, Enforce Pro automatically updates the previous record as GOA, ensuring accurate tracking across the system.

6.1.6.1.3 Enforce Pro Operations Management & Reporting Platform

Enforce Pro's reporting platform offers a flexible, user-friendly system for operations management. It provides both standard and customizable reports with various export options, alongside intuitive, data-driven dashboards. These dashboards offer clear visual insights, improving situational awareness and officer performance by integrating data from across the curbside management ecosystem.

All standard reports are easily accessible, with options to customize new reports and search parameters as needs change. Designed with Google's material design principles, Enforce Pro emphasizes intuitive navigation and accessibility, allowing new users to adapt quickly.

Users can define custom search criteria to generate reports, from summaries to detailed dashboards. Features like heat mapping, route analysis, and real-time enforcement tracking provide valuable insights for improved oversight and decision-making.

Enforce Pro Parking Intelligence and Reporting Insights:

Provides insights into officer activity and productivity, operations, revenues, utilization, and integration, enabling data-driven decision-making.

- **Officer Summary and Productivity Reports**: Track officer performance and productivity metrics with detailed reports, allowing for advanced performance evaluation that drives continuous improvement.
- **Operational Ticket Reports**: Facilitate the management of ticket issuance and operations, ensuring efficient workflow and oversight. GIS reports offer location-specific insights at the address, zone, or block level, enhancing situational awareness and operational planning.
- **Anomaly Detection Reporting**: Quickly identify errors through anomaly reporting, ensuring data integrity and operational accuracy.
- **My Activity Reports**: Officers can access key reporting features directly from their handheld devices, including individual activity and Broken Asset Reports to notify of field issues encountered along their routes. Additionally, daily performance reports include LPR scans, visual metrics, officer activity, shift details, ticket totals,

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and scan hit counts, offering an at-a-glance view of productivity. These reports can be shared with supervisors.

Below are screenshots of example reports provided by Enforce Pro.

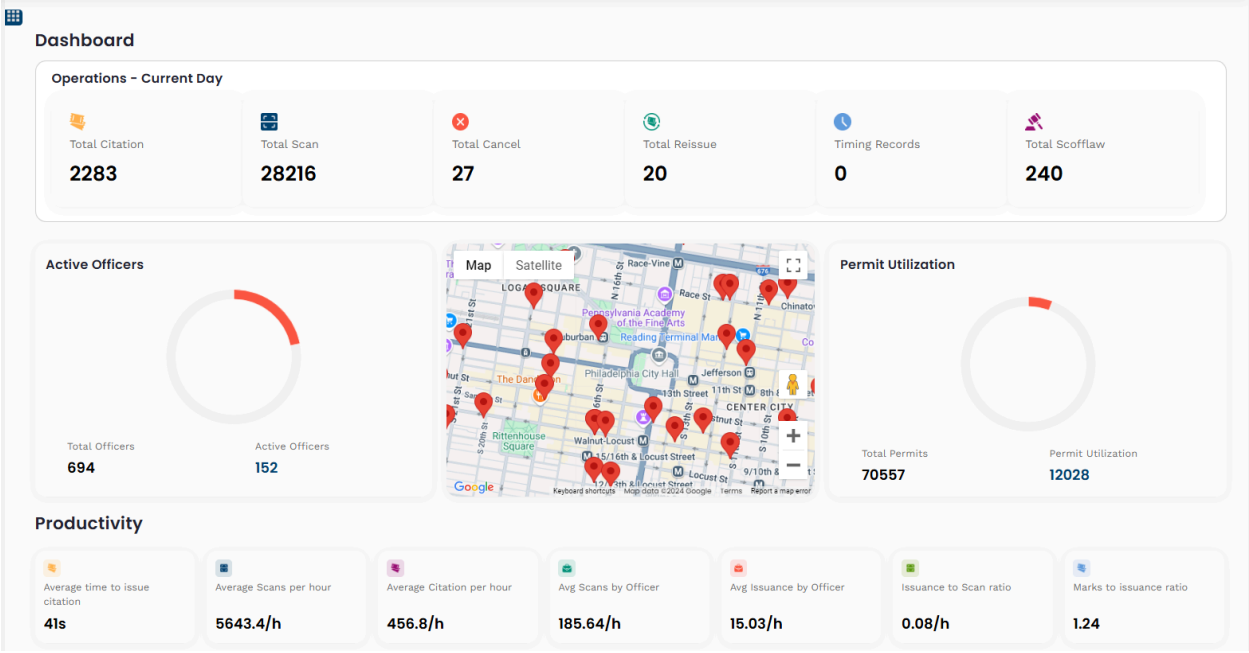

Figure - Dashboard View

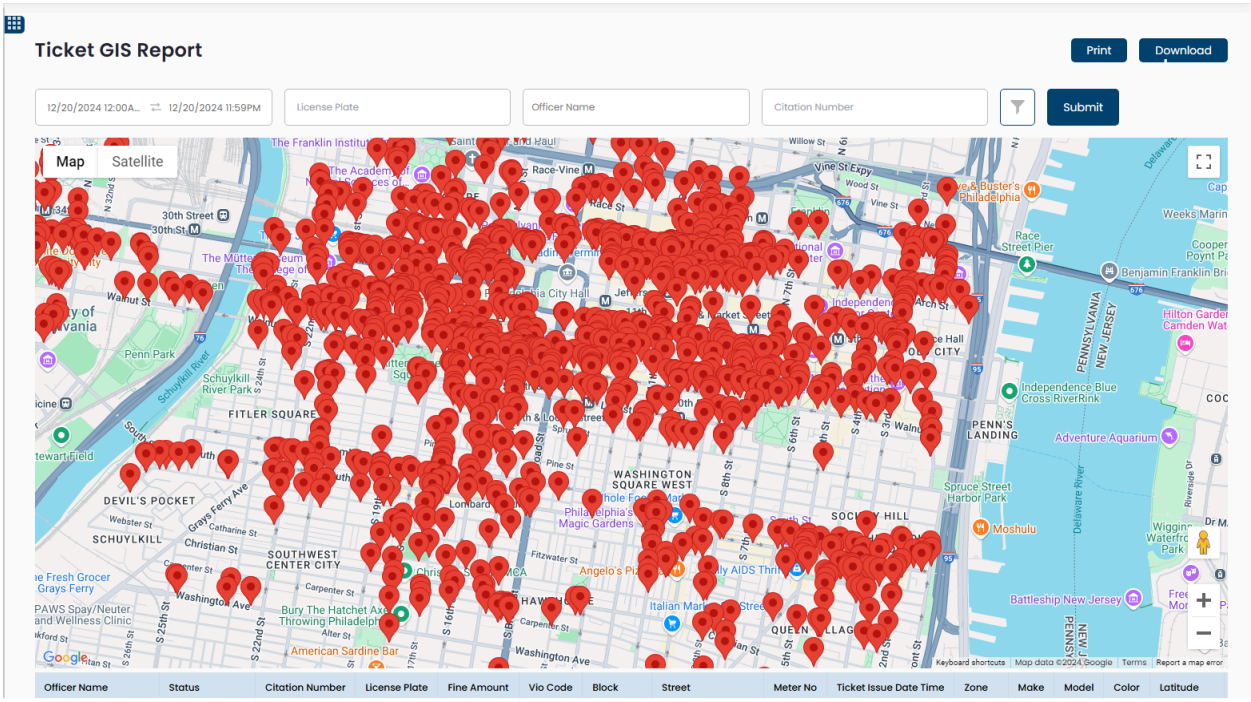

Figure - Ticket GIS Report provides a map and list view of tickets issued.

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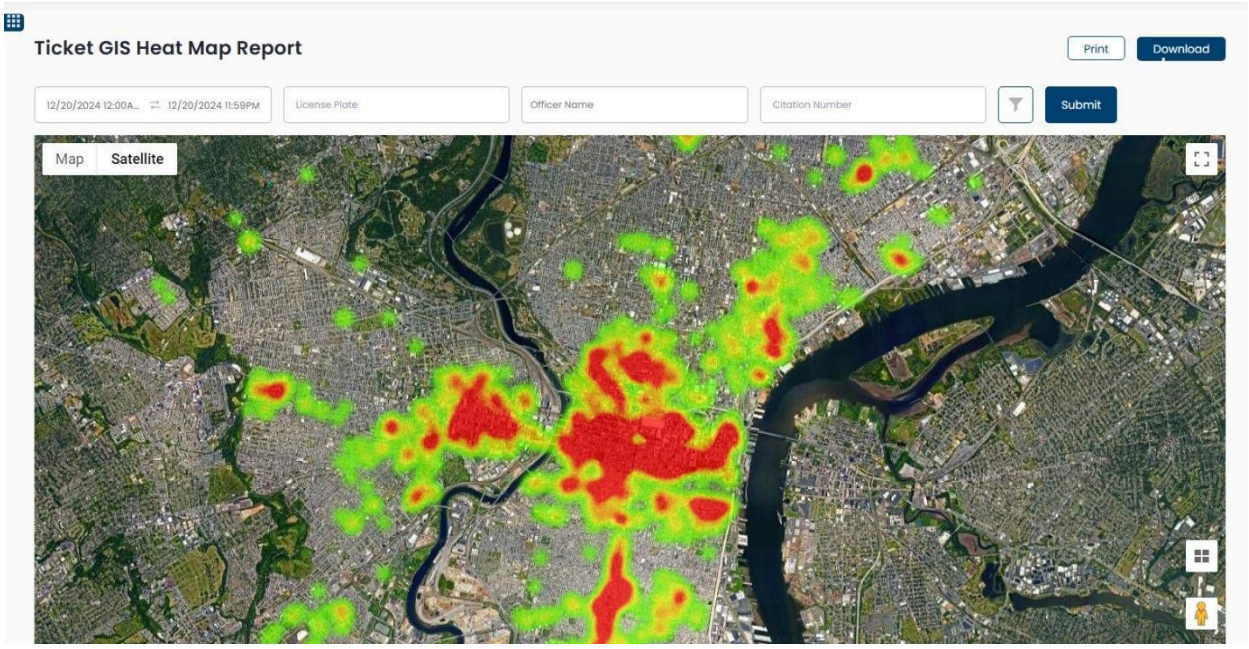

Figure - Ticket GIS Heat Map Report visually displays where the most tickets have been issued.

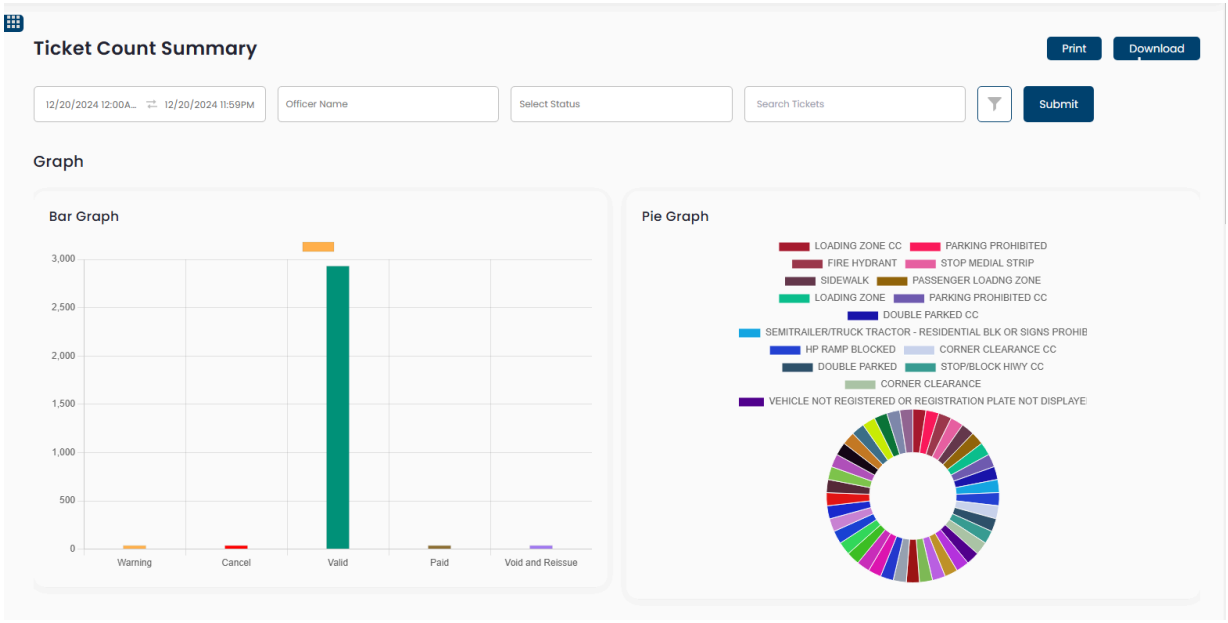

Figure - Ticket Count Summary provides a snapshot of ticket activity by date range, officers, or ticket status.

6.1.6.1.4 Enforcement Handhelds and Printers

Designed with flexibility and compatibility in mind, the Enforce Pro application supports a wide range of Android devices. Customers can choose from almost any current Android device on the market, including smartphones, tablets, and ruggedized mobile computers.

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For this project, we propose the following enforcement hardware package as a two-piece device setup with a Samsung smartphone and Zebra Bluetooth printer.

Samsung Galaxy S25 128GB, including:

- Extended battery case for prolonged device usage
- Screen Protector for enhanced durability
- 3-year Samsung extended service agreement
- 4G/5G wireless communication services
- IP68-rated for protection against water and dust, including weatherproofing for the camera, keyboard, and microphone
- Durable Gorilla Armor glass display for scratch resistance and optimal readability, even in harsh winter sunlight



Key Specifications:

- OS: Android 15
- Display Size: 6.2″
- Screen Protector
- Resolution: 2340 x 1080 (FHD+)
- Memory: 128GB, 12GB RAM
- Comms: WLAN Wi-Fi 802.11, Bluetooth 5.4, NFC, GPS
- Sensors: Fingerprint
- Battery: 4000 mAh, non-removable
- Camera Features: LED flash, auto HDR, panorama, Optical Zoom 3x, Digital Zoom up to 30x, 50 MP resolution (rear)
- Sound: Video 4K, Loudspeaker

Zebra ZQ511 3″ Bluetooth Printer, including:

- Mobile printer charging kit
- Zebra ZQ511 printer soft case
- 3-year Zebra care warranty



Key Specifications:

- Android compatible
- OS: Link-OS
- Memory: 256MB RAM, 512 MB Flash
- Comms: WLAN Wi-Fi 802.11, Bluetooth 4.1
- Battery: 3250 mAh
- Durability: MIL-STG 810G, IEC68-2-32
- Large Buttons
- Physical: 5.9″x4.7″x2.4″, 1.39 lbs.
- Resolution: 203 dpi
- Print Speed: Up to 5″/sec
- Print Length: 39″

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6.1.6.2 Process Pro Citation Processing Solution

A companion application to Enforce Pro, Process Pro is a proven parking management system designed to streamline the entire lifecycle of parking violations, from ticket issuance to resolution. Process Pro is scalable, accommodating clients with annual ticket volumes from 5,000 to over 2 million. It offers a seamless user experience with automated workflows and robust tools to maximize efficiency and ensure accurate, timely processing.

Process Pro is supplied as Softtware as a Service, and thus includes l hosting, maintainenance, and related support services throughout the contract, ensuring consistent performance and reliability. The team will handle all version upgrades, system maintenance, and required data backups, while also providing comprehensive disaster recovery services. Trained and certified staff will monitor daily system activity, troubleshoot issues, and correct system-related problems to ensure continuous, uninterrupted service.

In addition to ticket management, Process Pro offers a powerful library of dashboards and reports for enhanced oversight and decision-making. It integrates services such as registered owner lookup, fine escalations, notice generation, payment processing, adjudication, and sanction handling. The platform also includes the Motorist Payment Portal, a secure website that allows customers to view, pay, and contest their tickets.

Core features of Process Pro include:

- **Violation Import**: Enables both real-time and batch imports of electronic tickets and related data from handheld enforcement devices, including photos, voice files, and ticket images. Wireless capabilities allow instant uploads and validation of scofflaw lists for enhanced enforcement management and customer service.
- **Payment Processing**: Offers a variety of secure, convenient payment options that can be customized to meet the needs of all stakeholders.
- **DMV Data Management**: Provides DMV registered owner name and address services for all 50 states and the District of Columbia. This comprehensive process uses direct DMV access and additional data sources for an expansive reach.
- **Noticing**: Automated routines determine if tickets are eligible for notice generation and mailing. These processes follow rules, formats, and content definitions that you approve, and handle special bulk correspondence runs such as partially paid tickets, NSF transactions, administrative review letters, and more.
- **Sanctions**: Includes a configurable engine to identify and apply various sanctions to registered owners or vehicles based on predefined eligibility parameters.
- **Adjudication**: Offers online administrative review, hearing requests, and scheduling for ticket adjudication. The flexible design accommodates agency-specific rules and processes, easily supporting unique client requirements.

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6.1.6.2.1 Search, Dashboards & Reporting

Process Pro allows authorized users to access and manage information in real time, including ticket data, registered owner details, hearing records, permit information, boot/tow data, notices, correspondence, public contact details, payment history, and processing status. Users can search for individual tickets using various criteria, such as state/plate, ticket number, name, violator's license number, or VIN. Searches can also be performed with partial data, like the first or last characters of a last name or a partial license plate number. Ticket records can be displayed in groups based on user-selected categories, such as all tickets associated with a specific license plate or responsible party.

Process Pro offers a powerful library of dashboards and reports that enhance parking management oversight and decision-making. Real-time insights include key metrics around ticket management, revenue tracking, appeals management, collections management, and notice management. Users can access detailed reports on registered owner lookups, fine escalations, payment processing, adjudication, and sanction handling, empowering them to make informed decisions and optimize the ticket processing operation. These activities can be easily analyzed through our management dashboards or web-based reporting suite, including:

- Enforcement dashboard
- Processing dashboard
- DMV Lookup dashboard
- Appeal dashboard
- Revenue dashboard
- Integrations dashboard

6.1.6.2.2 Appeal Management

An effective municipal parking program needs a ticket management portal that streamlines the appeal process. Below is a sample workflow in Process Pro.

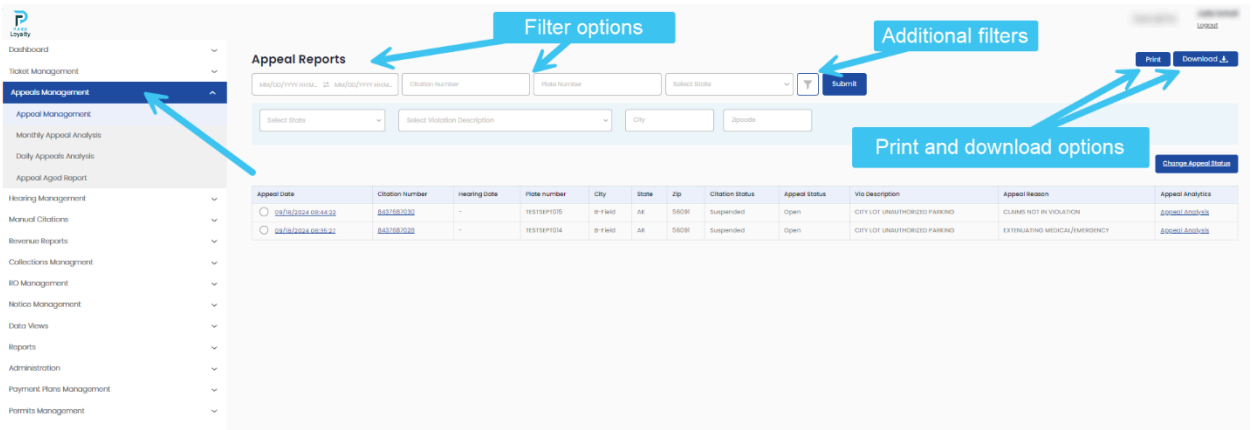

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Figure - Review Queue: The queue displays pending appeals, ordered by submission date and filterable by relevant fields.

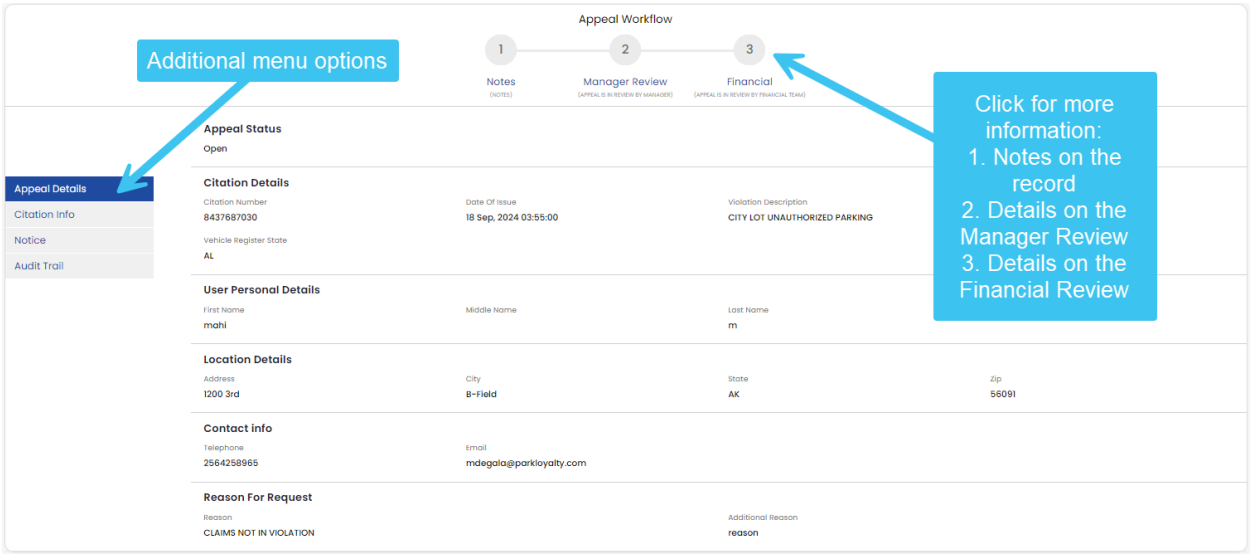

Figure - Appeal Details: After selecting an appeal record, users enter a streamlined workflow that presents relevant information, enabling hearing officers to make quick and accurate decisions.

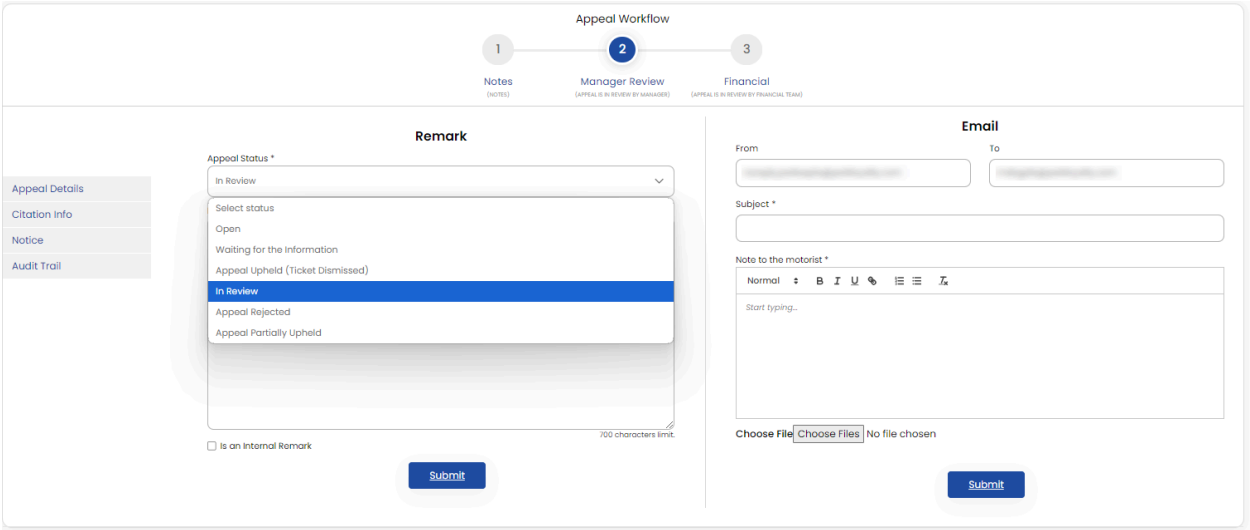

Figure - Appeal Workflow: After evidentiary review, administrators can update financial information and record hearing finders. Contestants can also be contacted to update via email directly within the application.

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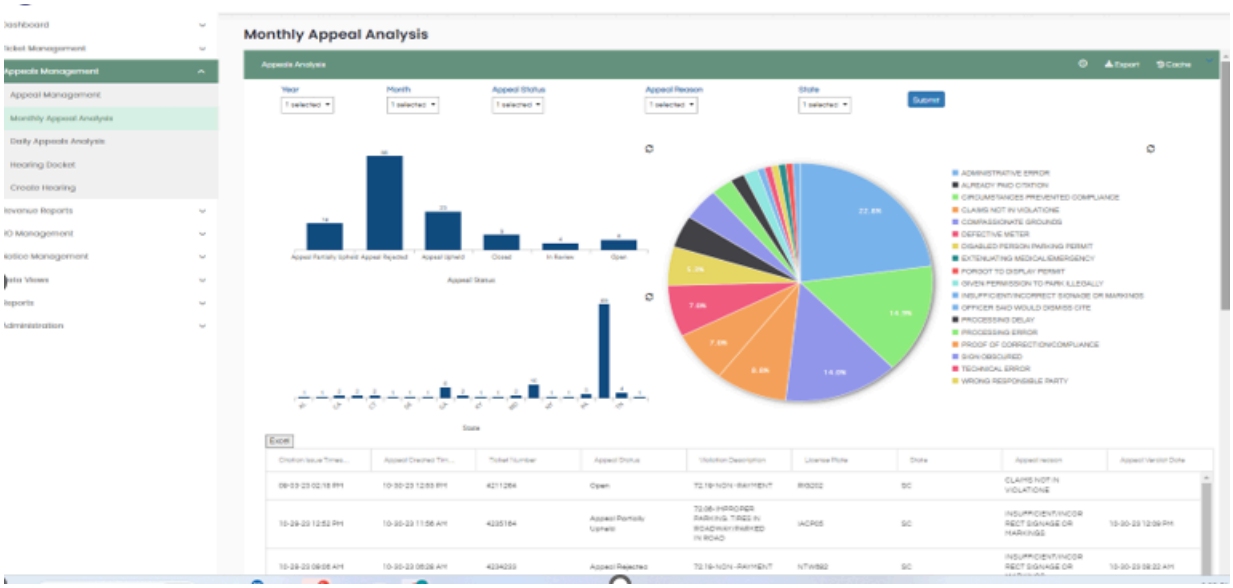

Figure - Monthly Appeal Analysis Dashboard

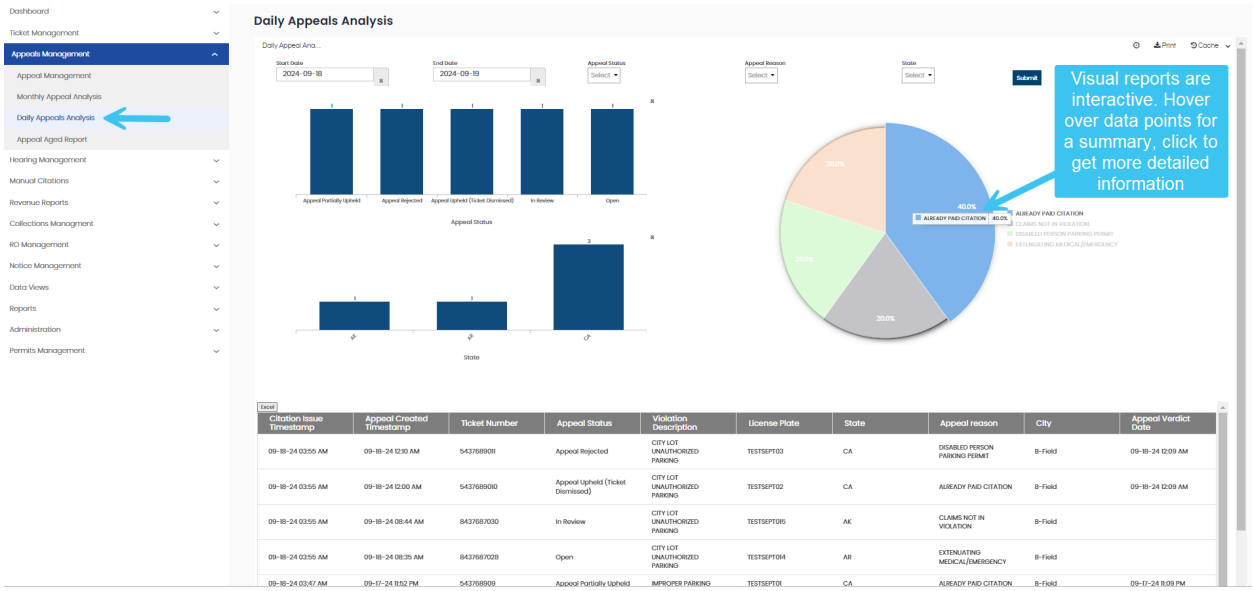

Figure - Daily Appeals Analysis Dashboard

6.1.6.2.3 Motorist Payment Portal

Our citation processing solution includes a convenient customer-facing website that can be embedded in the City's web site. This Motorist Payment Portal enables motorists to identify their violations, review photos, and elect to pay online or select the administrative review process. The portal accepts all major credit cards. The portal is mobile-responsive to ensure that no matter what internet-enabled device the customer uses, they will be able to easily navigate the payment system.

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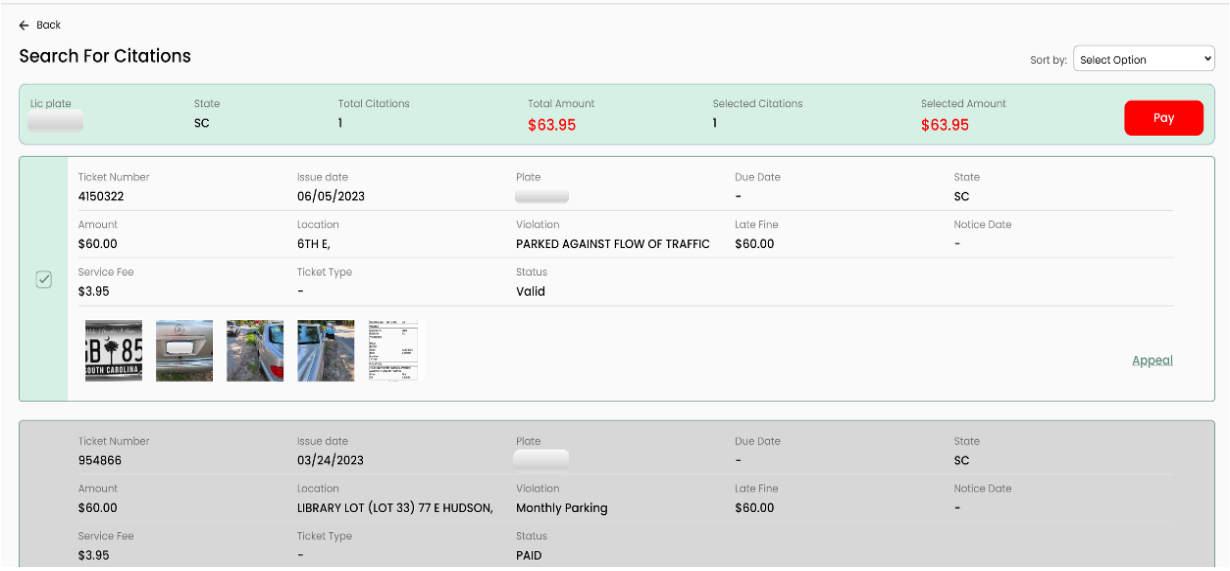

Figure - Motorist Payment Portal Landing Page

If a review is requested, Process Pro automatically verifies ticket eligibility for review according to client business rules. If eligible, the system will prompt the user to enter any required information for the review request, including the option to upload supporting documents that would be applicable for the review process.

6.1.6.3 Fixed License Plate Reader Camera

Park Loyalty can provide a fixed license plate reader (LPR) solution for the Marler Street Parking lot for automated license plate reads as the motorist enters or exits the lot. The Enforce Pro enforcement operations system is designed to support a fully autonomous and flexible enforcement operation. The system is fixed LPR camera agnostic, meaning it can integrate with and accept raw data feeds from any fixed LPR vendor. Once LPR events (such as entry/exit or duration-based captures) are received, Enforce Pro's autonomous enforcement engine matches the data against active permits, payments, and reservations in real time. When a potential violation is identified, the system automatically generates an evidence package including supporting images and data associated with the event.

To maintain oversight, Enforce Pro includes a built-in module that routes these evidence packages to a review and approvals queue. This allows the City to make the final determinations before triggering the citation workflow. The process is largely automated, supporting a frictionless experience, but preserves City control. This fixed LPR capability operates alongside other enforcement methods, enabling a truly omnichannel and future-proof enforcement strategy.

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6.1.6.4 Genetec AutoVu Mobile License Plate Reader



Given the scale of Destin's parking system, we believe that the proposed handheld enforcement terminals are an efficient and economical solution to the City's requirements. However, we recognize the value of vehicle-mounted mobile license plate recognition (MLPR) systems to enhance on-foot enforcement operations.

The ParkLoyalty system supports integrations with several vehicle mounted MLPR providers, including Genetec. Therefore, as an option, in addition to the Enforce Pro handheld enforcement solution, we propose the Genetec AutoVu vehicle-mounted enforcement system. Genetec offers unparalleled accuracy and reliability in plate reads across all conditions. We suggest a two-camera system for comprehensive enforcement on both sides of a parking row.

The AutoVu™ SharpZ3 MLPR system offers more than just plate identification. It includes camera hardware, LPR software, a ruggedized Dell PC in-vehicle data terminal, all necessary mounting hardware, and installation services. The SharpZ3, powered by advanced edge-based processing technology, provides new levels of vehicle analytics, situational awareness, and accuracy. Its high performance and low power consumption enable full utilization of machine learning directly at the edge. A third optical sensor allows the SharpZ3 to precisely position objects and vehicles, adding context to license plate reads.

The seamless integration between the Genetec MLPR system and Enforce Pro enhances field enforcement efficiency by sharing LPR hit information with handheld devices in real-time, and enables seamless MLPR activity tracking within the Enforce Pro enforcement platform.





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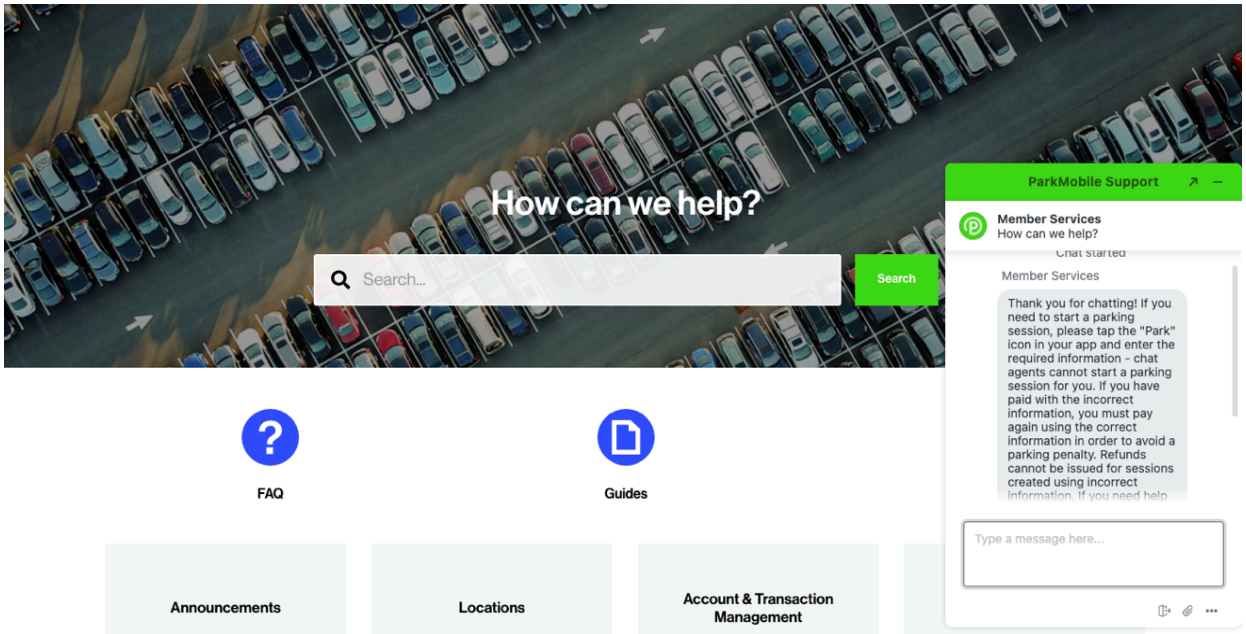
6.1.7 Additional Services

6.1.7.1 Multi-Channel Customer Service

ParkMobile provides a Customer Care Center based in our corporate headquarters in Atlanta, GA, with an additional support team in Monterey, Mexico. We use Zendesk, a leading cloud-based customer service software, to manage inquiries and offer consumer education through detailed FAQs, guides, video demos, and technical help articles.

ParkMobile's Customer Care team is easily reachable via the customer's preferred method, including phone, email, text, in-app chat, and social media. This comprehensive support reduces direct requests to the City's department, ensuring users receive industry-leading assistance.

For further assistance, our Customer Care Specialists provide customizable responses tailored to individual needs. A unique aspect of ParkMobile's approach is our real-time social media engagement and monitoring, allowing us to understand user needs and support requests instantly.



6.1.7.2 Best Customer Support in the Industry

- Our Customer Care team is available 24/7/365 and ready to assist whenever our customers need it.
- Our Level 1 PCI compliant call center ensures customer data is fully secured.
- ParkMobile maintains a multi-channel call center with in-house phone, email, web and in-app chat, social media & bilingual support.

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- Our call center services nearly 25,000 customers per month, answering more than 85% of our calls within 30 seconds with an average of 20 seconds.
- ParkMobile maintains a minimum average Customer Satisfaction score of 90% for all interactions involving our Customer Care team.
- ParkMobile's Net Promoter Score is 57 which is considered "excellent". For comparison, here are other NPS scores for other top brands:
    - Apple's: 47
    - Google: 11
    - Toyota: 33
    - Amazon:25
    - Microsoft: 33

6.1.7.3 Signage and Decals

ParkMobile provides all necessary operational and promotional graphics, including signage and decal stickers for parking equipment, at no additional charge.

Effective signage and decal design are crucial for a successful mobile parking program. Our research indicates that nearly 50% of users discover our app through meter signage. Our in-house graphic design team collaborates directly with clients to assess existing hardware and pay station/meter aesthetics, producing optimal sign and decal packages. We offer customized shapes and sizes to meet individual client needs and recommend regular signage refreshing to maintain quality.

Best practices for mobile app signage include:

- **Prominent Sizing**: Larger stickers and signs demonstrably increase app adoption.
- **Minimalist Design**: Keep elements concise for better clarity.
- **Legible Zone Numbers**: Ensure zone numbers are large and easily readable from a distance.
- **Clear Instructions**: Provide simple, straightforward payment instructions.
- **Showcase ParkMobile Acceptance**: Clearly indicate that ParkMobile is an accepted payment method to expand user options.

We have provided a sample of the standard ParkMobile signage below.

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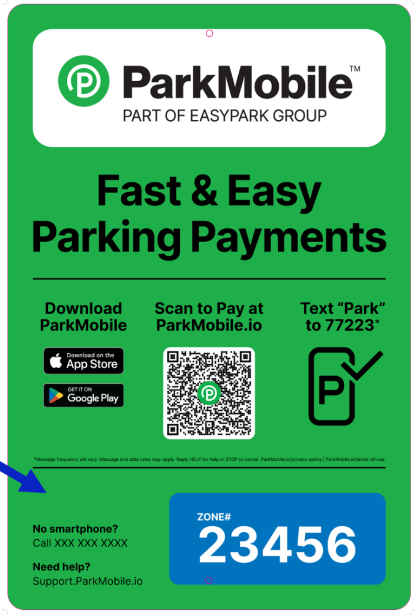
ParkMobile Standard Signage

12” x 18” Aluminum sign

Your Logo Goes Here

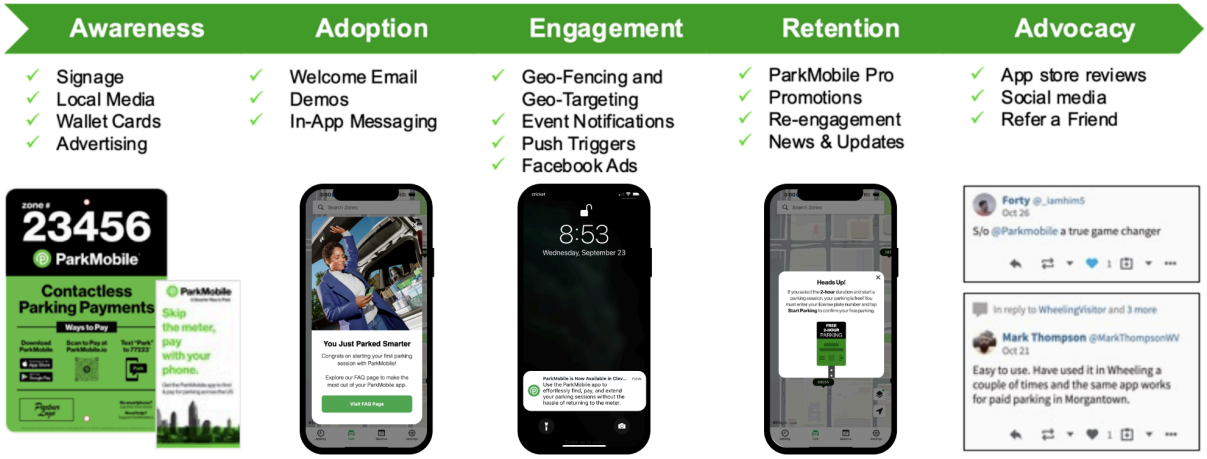
Please provide us with a high quality version to avoid pixilation. EPS or Vector formats are ideal.



6.1.7.4 Comprehensive Marketing Services

Over the past 15+ years, ParkMobile has launched in over 500 cities. Through that experience, we have learned the key marketing strategies, tactics, and best practices for introducing a mobile parking app in a new market and continually increasing the app utilization post-launch. We even wrote an e-book on the subject that you can download here.

When ParkMobile develops a marketing program for a new launch, one size does NOT fit all. To ensure the program’s continued success, ParkMobile will work closely with your staff to develop the right program. ParkMobile builds our marketing programs to focus on five key areas, outlined in the diagram and sections below.



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6.1.7.4.1 Awareness

When launching a new or updated mobile parking app in a market, it is critical to get the word out. The ParkMobile team deploys a variety of tactics to make sure people in the market know about the app. Awareness tactics may include local advertising on TV and radio, press outreach, targeted social media ads, street teams, and more. We will use email, in-app messages, and push notifications to activate existing ParkMobile users. ParkMobile will also look for opportunities to leverage local programming in the market. For example, in Atlanta, we created branded content for integration into a show about local restaurants called “Atlanta Eats.” You can see the entire segment by clicking this link.





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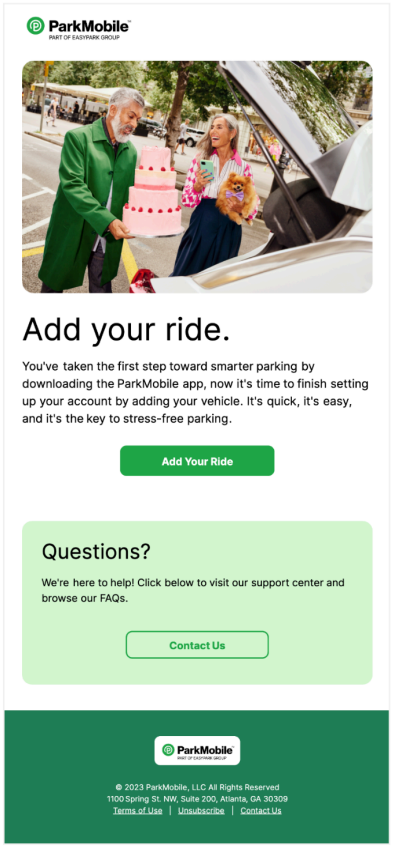
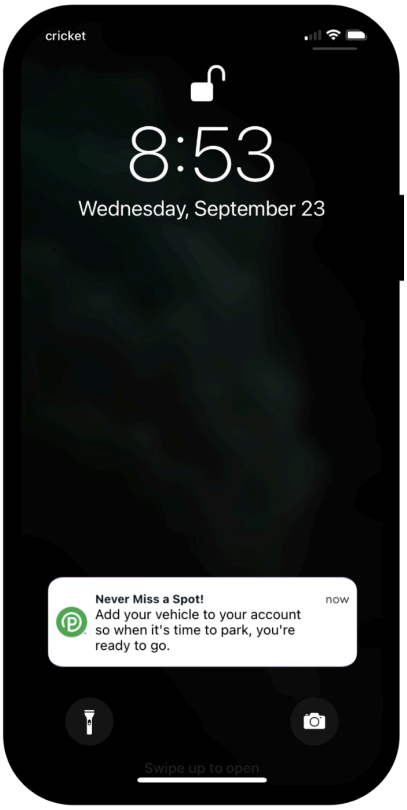
6.1.7.4.2 Adoption

Once users have downloaded the app, ParkMobile activates our onboarding program to ensure they know how to get started. We send a welcome email with links to demos on how to use the app. Then follow up to make sure the new users have the information they need. If users download the app and set up an account but don't complete a transaction, we keep messaging them to encourage usage and educate them about all the locations where they can use the app to pay for parking. As a result of our adoption tactics, almost 90% of users who download the app go on to complete a parking transaction.





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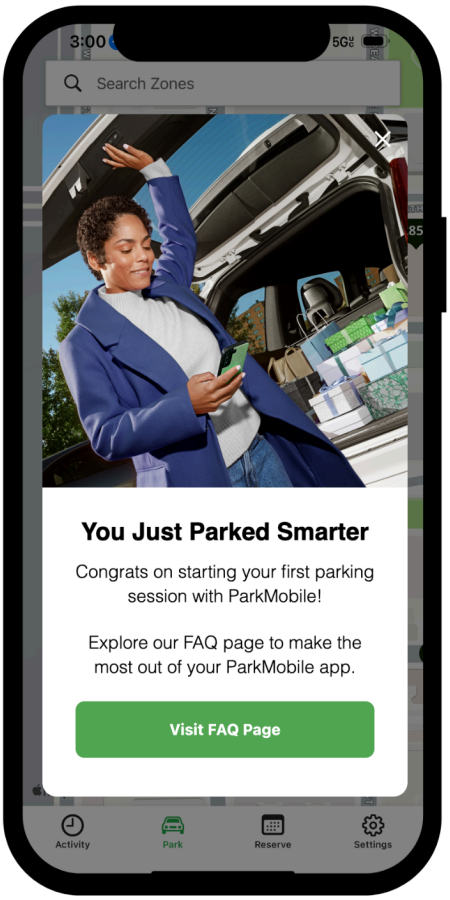
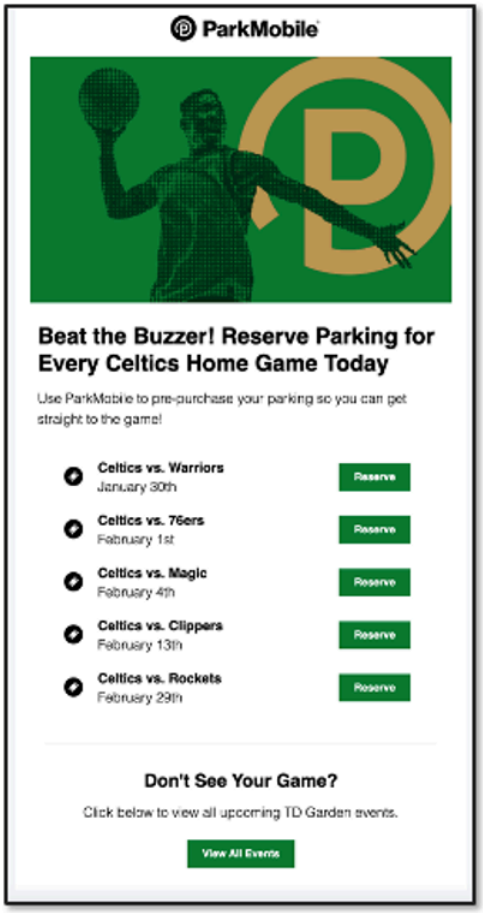
6.1.7.4.3 Engagement

Once people are using the app, we engage them on an ongoing basis with emails, in-app messages, and push notifications. The goal is to keep them engaged with ParkMobile even when they are not actively parking. In addition to the app-based engagement, we retarget users on Facebook and other social platforms to serve up tactical messages and stay top-of-mind.





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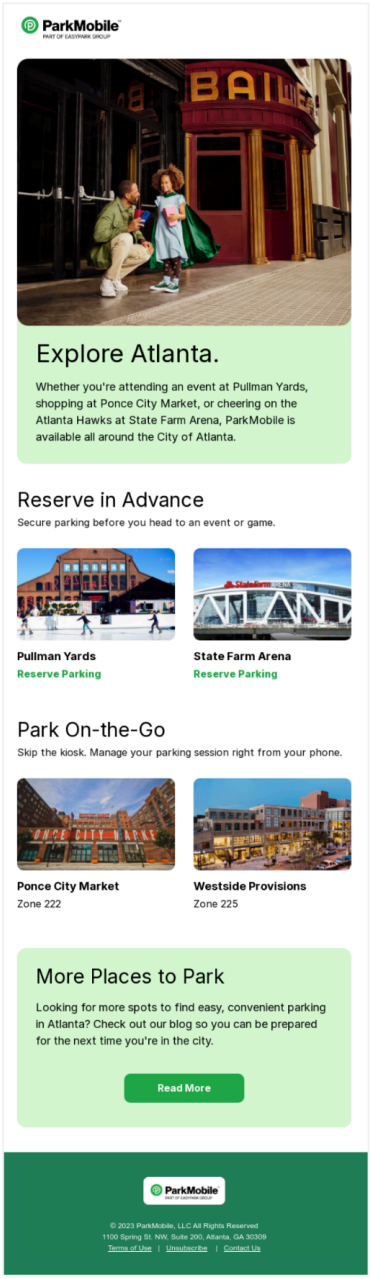
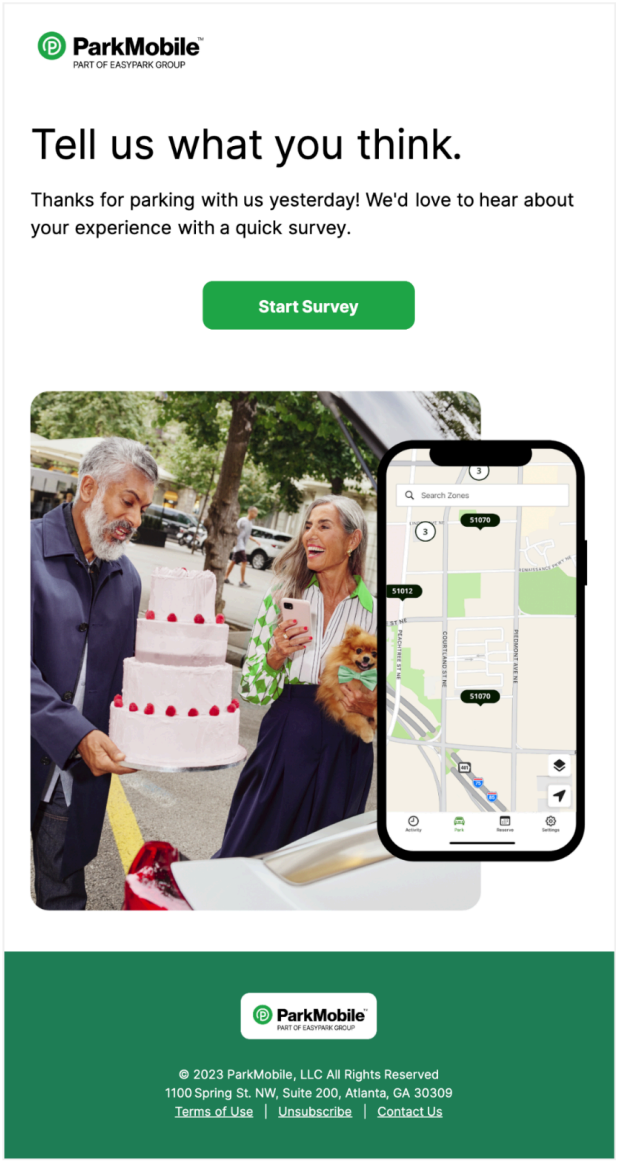
6.1.7.4.4 Retention

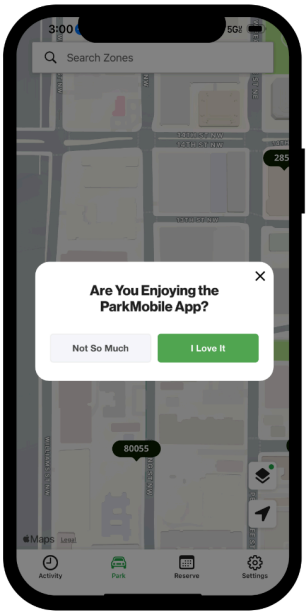
ParkMobile strives to keep users engaged with the app for the long term. We consistently communicate news and updates to members through email, social media posts, and other tactics. ParkMobile also has a re-engagement program for lapsed users who haven't used the app in several months.

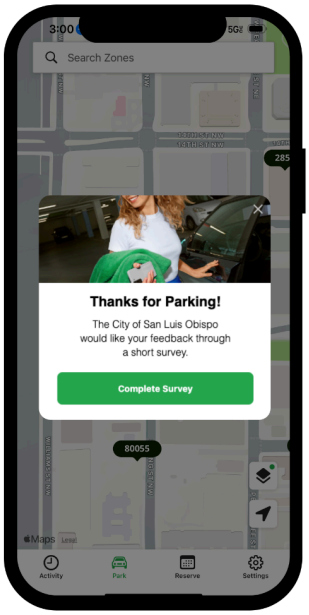


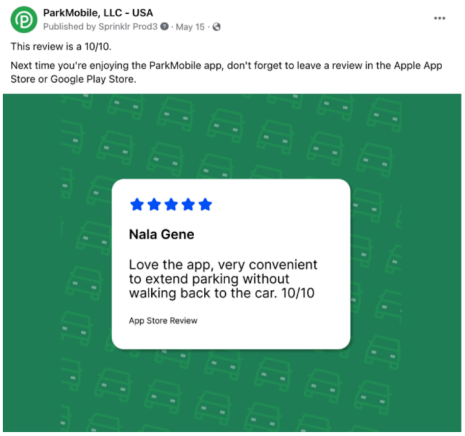


6.1.7.4.5 Advocacy

For loyal power users, ParkMobile urges them to become “ambassadors” for the ParkMobile brand through social media and app store reviews.







To help adoption of the City’s mobile parking payment program not only see early success, but also continuously grow, we will deploy a variety of marketing tactics and strategies, including, but not limited to the options listed below as examples.

6.1.7.4.6 Customized Video Content

ParkMobile has an extensive video library of demos and tutorials that can be embedded on the City’s parking website and used in other digital channels. We are also able to produce any custom video asset as needed to support the program. You can see our full video library here: https://vimeo.com/parkmobile.



Using ParkMobile for On/Off-street Parking an...
ParkMobile



How to Use ParkMobile
ParkMobile

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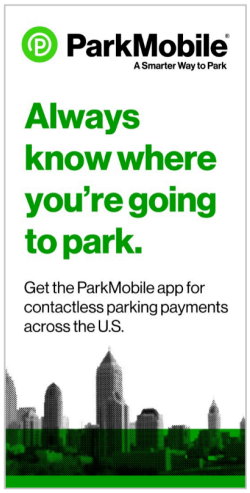
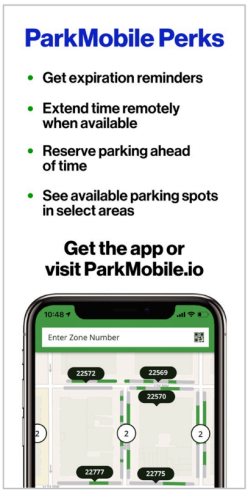
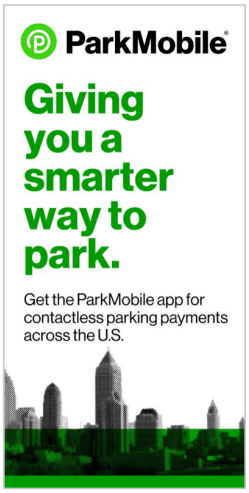
6.1.7.4.7 Instructional Documents and Website Content

ParkMobile can provide the City with helpful one-pagers and wallet cards, as well as content to embed in the City's website, email, and social media channels.



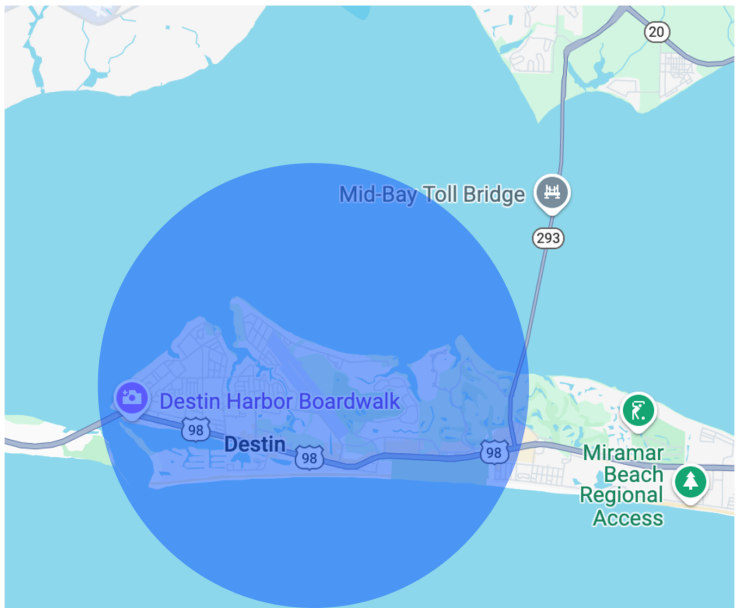






6.1.7.4.8 Targeted Geofencing for Existing Users

ParkMobile can target visitors coming into the City who already have the app on their phone. With a large base of users across the area, this will help drive immediate adoption.





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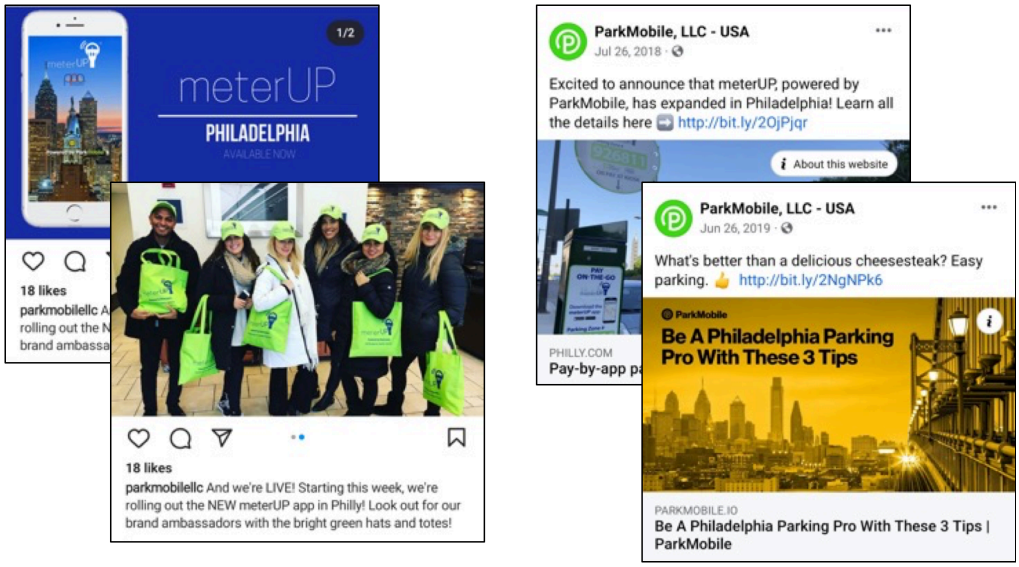
6.1.7.4.9 Special Events and Promotions

ParkMobile can set up special promotions for parking around the municipality. For example, the City can offer "$1 off", "free parking," or other incentives. The ParkMobile marketing team will work with staff to design and execute a promotion that is right for you.



6.1.7.4.10 Social Media

ParkMobile has a very strong social media presence with over 31,700 followers on Twitter, 34,500 followers on Facebook, 5,300 on LinkedIn and 1,650 followers on Instagram. We will leverage this industry-leading social network to raise awareness for ParkMobile's products and services across the area. We also engage with local influencers to post about ParkMobile on their social channels.



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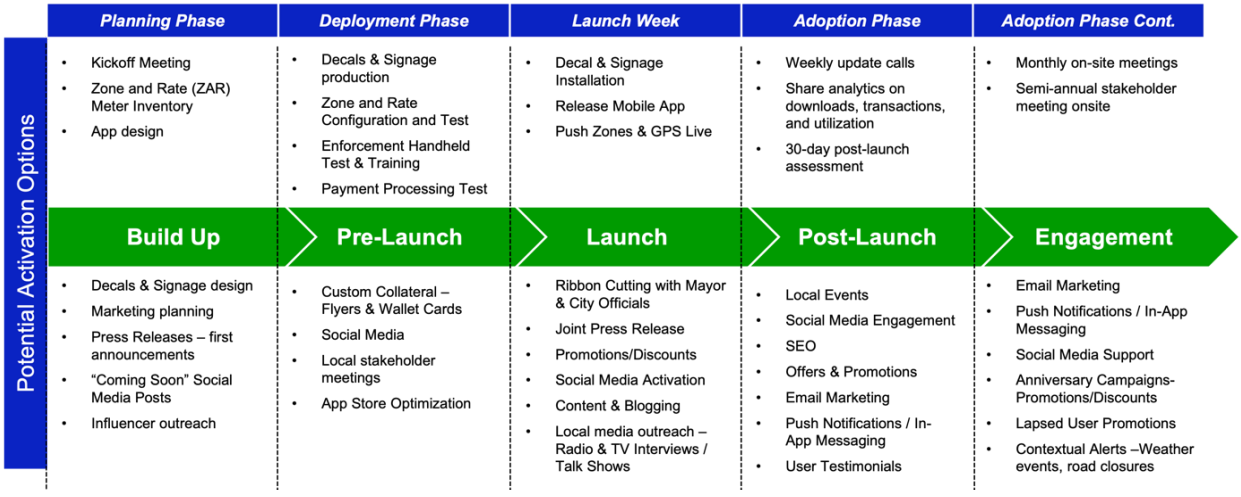
6.1.7.4.11 Branded Swag Kits

We provide our clients with swag kits that include branded items like hats, shirts, water bottles, lip balm, koozies, and more. These items can be distributed at the City's parking office or at events to help raise awareness of the parking program. We also use these items when we deploy street teams as an incentive to download the app.



6.1.8 Implementation Plan

ParkMobile's experience and expertise in deploying comprehensive, interconnected, and efficient paid parking payment programs is second to none. Because we are keenly aware that a successful deployment leads to quicker adoption of the program, ParkMobile has a department exclusively dedicated to implementations led by our most seasoned employees. ***ParkMobile's expected timeline for launching Destin's mobile parking payment program is 40-60 days from contract execution***. While the CWT pay stations will require a longer timeframe due to manufacturing, this enables the City to immediately begin collecting parking revenue.



ParkMobile's Implementation plan consists of a three-stage approach: Planning, Deployment, and Adoption.

1. **Planning Phase**

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ParkMobile will work with the City during the planning phase to set up an initial “kickoff call” with the project team to begin initial discussions of the implementation deliverables. The entire project is broken up into 4 simple deliverables: zone and rate structure (ZAR), signage and decals, integrations, and merchant account setup. To wrap up the kickoff call we briefly talk about pre/post-go-live activities and discuss a rough timeline for the go-live date.

ParkMobile will also ensure that all necessary permits are obtained for the installation of CWT pay stations.

6.1.8.1 Deliverable 1: Zone and Rate Structure (ZAR)

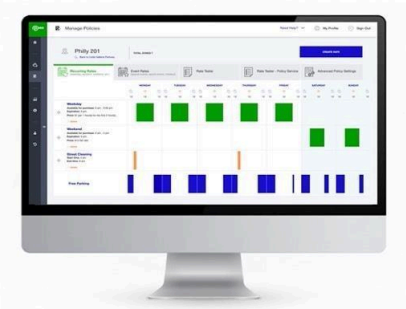
The first main deliverable is the zone and rate structure (ZAR) and it is an overview of all the inventory and assets where ParkMobile will be deployed in the City. The ZAR includes all the specifics of the meter assets like the location, street, and block, the lot name and address, type of meter equipment (single-space or multi-space), number of meters and spaces, etc. We also include all the rates and policies in the ZAR spreadsheet, and our team will work very closely with the City to make sure ensure have everything we need for a successful launch. When the ZAR has been finalized and has been approved by the client, we send it to the ParkMobile Client Support Team. The Client Support Team configures the ZAR into the ParkMobile system and will also configure all zones and rates into the ParkMobile360 platform.

Location
- Location Address
- GPS Coordinates

Meter Details
- Single Space vs Multi Space vs PM Only
- Meter Brand
- # of Meters/Spaces
- Enforced Plate or Space

Parking Policies
- Rate per Hour
- Time Limit
- Days of Paid Parking
- Hours of Paid Parking
- No Parking Restrictions
- Free Parking Days

PM Zone Number	Address	Meter Count	Meter Type	Hourly Rate	Max Duration	Paid Days/Hours
2901	4900 Alberta N	16	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2902	4900 Alberta S	20	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2903	200 Baltimore S	10	SSM	$1.00	4 Hour	Mon-Sat 8am-10pm
2904	100 Blanchard N	5	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2905	100 Blanchard S	5	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2906	200 Chihuahua E	4	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2907	200 Chihuahua W	5	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2908	100 Cincinnatti S	4	SSM	$1.00	6 Hour	Mon-Sat 8am-10pm
2909	200 Cincinnatti N	5	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2910	200 Cincinnatti S	9	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2911	300 Cincinnatti N	8	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2912	300 Cincinnatti S	4	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2913	100 Coldwell E	8	SSM	$1.00	6 Hour	Mon-Sat 8am-10pm
2914	100 Coldwell W	10	SSM	$1.00	4 Hour	Mon-Sat 8am-10pm
2915	400 East 1st N	4	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2916	400 East 1st S	4	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm



6.1.8.2 Deliverable 2: Signage and Decals

Signage and decals are very important to the success and adoption of ParkMobile in the City. Our team will work directly with the City to understand the equipment installed in the field to design the best signage and decal package based on the appearance of those meters. Our expert in-house graphic design team creates proofs in all sizes and shapes to meet the needs of each individual client. Signage and stickers are the most important

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deliverables for driving end-user adoption because if the customers can't see that ParkMobile is available then they won't know that they can use our system.

6.1.8.3 Deliverable 3: Integrations

ParkMobile is actively integrated with over 100 industry providers and has an open API that is easily accessible to new vendors. We are ready to integrate with the City's desired enforcement solution(s) from Park Loyalty or its preferred enforcement provider.

6.1.8.4 Deliverable 4: Merchant Account

The merchant account deliverable is the deciding factor around how the funds from ParkMobile transactions are distributed to the City, and it's also a discussion about who (ParkMobile or the client) will act as the merchant of record. ParkMobile recommends that we act as merchant of record on the City's behalf as it comes with a range of benefits, including the widest range of accepted payment methods (ParkMobile Wallet is only available when ParkMobile is MOR); coverage for chargebacks; and ParkMobile handles refund requests, freeing up City staff to do other tasks.

2. Deployment Phase

The next phase is the Deployment phase where the implementations team will produce signage and decals and finalize zone configuration in our system. We will also test transactions to ensure merchant accounts are set up properly and the customer payment process is running as expected.

We will coordinate with the City to set a schedule for the installation of the pay stations, but will schedule the installation so as to minimize disruption to motorists. Generally, existing concrete sidewalks are adequate for pay station installation. However, for surfaces like pavers, asphalt, or bricks, a 2' x 2' x 8" concrete pad is necessary to ensure secure anchoring.

The implementations team will also introduce the City project team to our marketing department. They will create customized marketing collateral and work on press releases to local media outlets. We will begin our social media campaigns to communicate to the public that ParkMobile is going to be available in Destin. ParkMobile will provide digital assets that the City can use on its website, emails, social posts, etc.

For Enforce Pro and Process Pro, technical planning and structuring of the solution is conducted to ensure that it is scalable, efficient, and ready to meet the City's business requirements. By collaborating with you and considering both out-of-the-box and custom functionality, we ensure that the final solution is flexible and future-proof.

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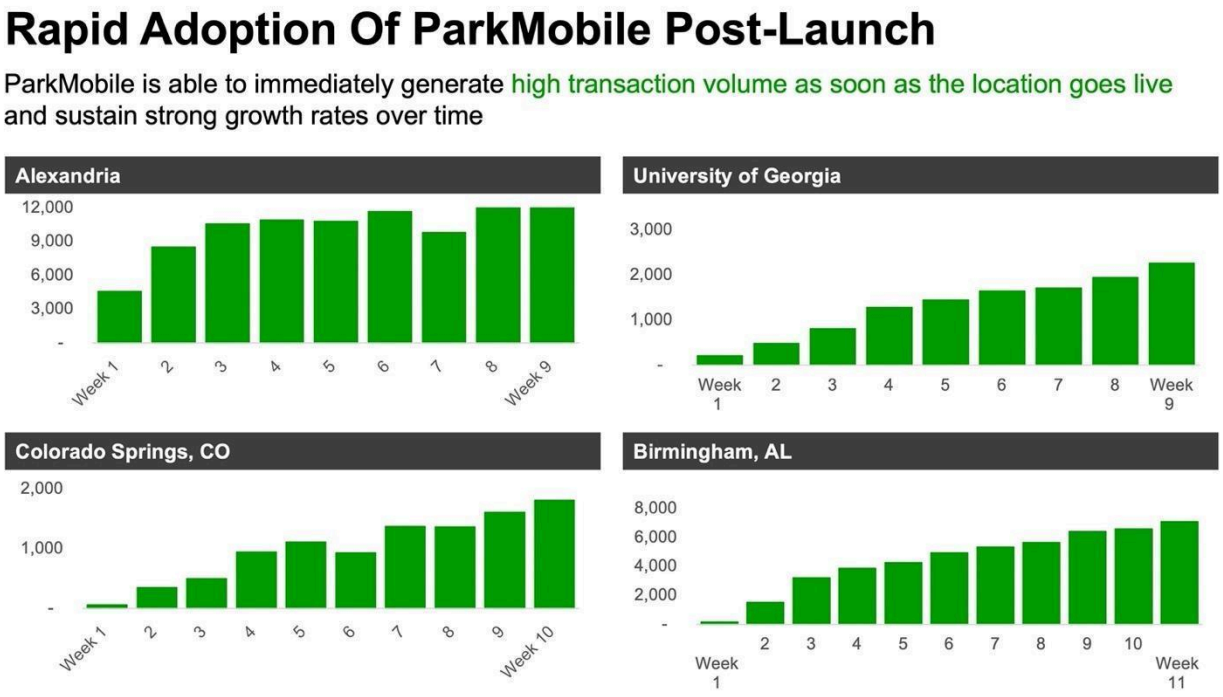
Once everything has been tested and systems are a go, the ParkMobile team and the City's team will set a go-live date when drivers can begin to use ParkMobile to pay for parking.

3. Adoption Phase

Post system launch, ParkMobile will set weekly and monthly calls as needed with the City project team to discuss any improvements that can be made (signage, communications, zone configuration, etc) to enhance the contactless parking system. The implementations team will also introduce the City project team to the Account Manager who will be the City's key point of contact for all things related to the program. The Account Manager can help the City set KPIs and track the usage and performance of the program. They can also help train individuals who might still have questions about how the ParkMobile app, ParkMobile 360, or ParkMobile Dashboard works.



6.1.9 User Acceptance Testing

ParkMobile's user acceptance testing is performed pre-go live, throughout the implementation and training process, to ensure that everything is functioning correctly prior to the service being made available for use. In addition, we like to revisit the testing process after the initial 30 days to check in and ensure that everything is functioning to the client's satisfaction.

ParkMobile's testing procedures, both before go-live and after the initial 30 days, will include:

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- Test transactions will be performed for different zones throughout the City to confirm parking policies are accurate with pricing and reflecting the appropriate max duration.
- Test transactions will be performed on varying days and times to ensure that the City's parking rates and policies are accurately reflected in the system.
- Tests with merchant accounts will be performed to ensure payment methods on file are being charged appropriately. Multiple payment methods will be tested for comprehensive accuracy (i.e. VISA, Mastercard, Discover, AMEX, etc.)
- Tests will be performed with all integration partners, such as the City's meter and enforcement solutions. Test transactions will be initiated in the ParkMobile system and we will coordinate directly with the enforcement provider (or any other selected vendor partner) to confirm the transactions started in ParkMobile populate and reflect in the enforcement systems, ensuring that drivers who pay through the ParkMobile application will not receive erroneous citations

6.1.10 Training

ParkMobile is prepared to provide thorough and ongoing training to ensure all designated personnel are comfortable using ParkMobile's systems prior to launch. For software, we find that web-based training is most effective because it allows for training to be delivered via more frequent sessions over the course of several weeks, rather than a smaller number of longer, in-person sessions. These sessions can be recorded and shared with staff who could not attend due to scheduling or seating constraints. Hardware and enforcement training will be conducted in person. Training sessions will be broken out for the following types of personnel users:

Admin Users (Reporting and Policies)

- Update rates and policies in real-time
- Run, customize, export, and schedule recurring operational and financial reports
- Create and manage user login credentials

Read only-users (Reporting and Policies)

- Full access to viewing operational and financial reports, but no ability to make changes

Enforcement-oriented users

- Verify parking credentials in real-time in the field, in conjunction with Enforce Pro
- Citation adjudication process with Process Pro

Read-only users (Customer Transaction Lookup/Adjudication)

- Quickly look up vehicle plate numbers to verify all associated parking history
- Simple interface is ideal for reception or office staff who handle customer inquiries about reviewing and waiving violations

Field Maintenance and Collection Staff

- Hardware maintenance processes and best practices

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- Cash collection procedures and best practices

Training will consist of multiple 1-hour training sessions leading up to the go-live date. Enforcement training is scheduled at the convenience of the client's parking management team. Enforcement training focuses on the workflow to check client mobile parking sessions through the Enforce Pro platform. Each enforcement officer will need their enforcement device during training so they can run and test the enforcement workflow. Several transactions will be demonstrated via the ParkMobile app and parking pay stations so each officer will see how the payments reflect on their devices in real time. During the training sessions, officers can ask questions about the platform and how to use it effectively.

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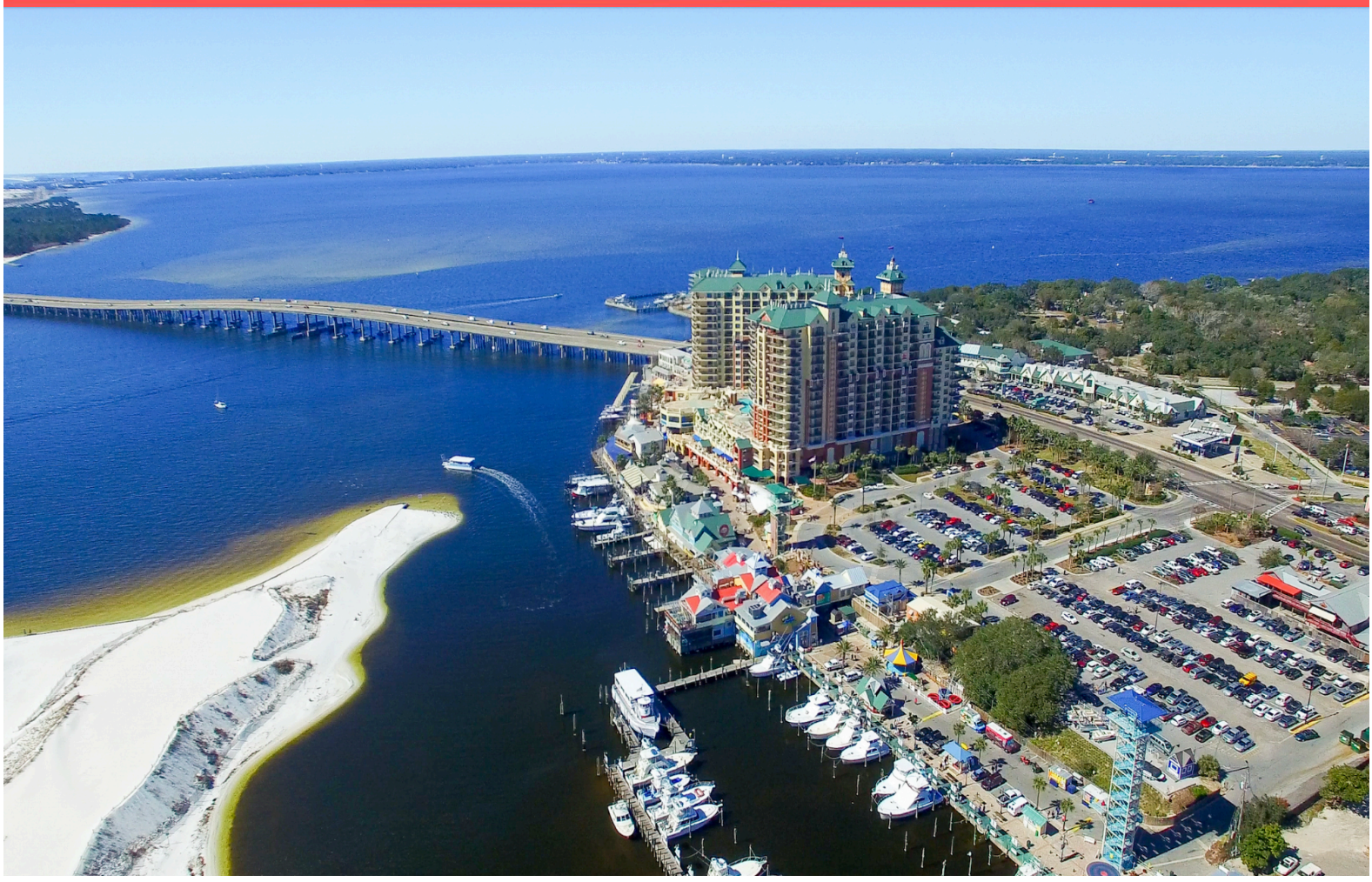
Passport

City of Destin, FL

Comprehensive Paid Parking Solutions

June 26, 2025 - RFP NO. 25-08-PW



REDACTION TABLE

This RFP Proposal response includes trade secrets or other proprietary data (data) that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal submittal. The data subject to this restriction are contained in the **REDACTION TABLE BELOW**. The City, for purposes of this provision, will include any consultant assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use the information contained in the data if it is obtained from another source without restriction unless required by any applicable public records law and no exemptions to disclosure apply, and then only to the extent required.

Additionally, Passport certifies compliance with Florida Statutes §§ 287.133 and 787.06(13), and acknowledges its obligations under Chapter 119 regarding public records. Passport reserves all rights with respect to the protection of trade secrets and proprietary information under Florida law.

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137	Destin Sample Delinquent Violation Notices (Personally Identifiable Information)	Confidential
138	System Architecture Diagram	Confidential
144	System Architecture Diagrams	Confidential
149	Florida Client List	Confidential
150	References	Confidential
155-156	Litigation List	Confidential
157-160	Passport's Sample Service Level Agreement	Confidential

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Tab 1: Proposal Checklist, Cover Sheet, Letter of Interest, and Copy of Initialed RFP 25-08-PW

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Passportinc.com

Proposal Checklist

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	☒
Letter of Interest	1	☒
RFP 25-08-PW (copy)	1	☒
Completed bid form (Exhibit A)	2	☒
Responsive Bidder Qualifications Statement (Exhibit B)	2	☒
Completed Public Entity Crimes Form (Exhibit C)	2	☒
Completed Drug Free Form (Exhibit D)	2	☒
Anti-Human Trafficking Affidavit (Exhibit E)	2	☒
Proof of required Workman's Compensation Insurance documents	3	☒
Proof of Required Liability Insurance	3	☒
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	☒
Copy of State license (if required for job)	3	☒
Copy of City License (if business office is in Destin)	3	☒
Qualification and Experience Narrative (no more than 10 pages)	4	☒
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	☒
Addenda (if applicable)	5	☒
Any other documents as requested in bid package. Additional supporting documentation.	6	☒

Bidder Initial: RH 3

Cover Sheet

Comprehensive Paid Parking Solution

RFP No. 25-08-PW

Due: June 26, 2025

For:
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

From:
Passport Labs, Inc.
128 South Tryon Street, Suite 1000
Charlotte, North Carolina 28202

Letter of Interest

June 19th, 2025

Attn: Rey Bailey, City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Dear Vendor Selection Committee,

On behalf of the team at Passport Labs, Inc. (“Passport”), we are pleased to submit our response to RFP NO. 25-08-PW for a Paid Parking Solution. Since 2017, the City of Destin (“the City”) has experienced the benefits of Passport’s integrated Parking Management, Citation Management, and Payments solutions. We deeply value our ongoing partnership with the City and welcome this opportunity to further strengthen our collaboration and ensure you're maximizing your investment. We're eager to showcase how our evolving platform will continue to drive operational and financial success for your community. To ensure you're always getting the most value, your dedicated Client Success Manager will proactively engage to help you leverage our product to its fullest and provide valuable updates through regular outreach and Executive Business Reviews.

By centralizing all aspects of curbside management within the Passport ecosystem, the City can achieve a streamlined, future-ready operation tailored to scale with demand. Our platform is purpose-built to unify critical components of parking management, offering cities like Destin the tools to deliver a seamless, efficient experience for both staff and end users.

Passport is proud to have contributed to the City’s operational and financial achievements to date.

DESTIN, FL SUCCESS METRICS
38% Increase in Passport Mobile Payment transactions from 2018 to 2024
Over $ 3 million Net Revenue from Passport Mobile Payment transactions since launch
Over 250,000 unique app users and 384,000 Passport Mobile Payment transactions since launch
99.5% of Citations Paid Online
$111,000 in Total Paid Citation Revenue Since Launch

Our mobile pay parking solution provides a reliable, user-friendly alternative to traditional payment methods such as coin meters and kiosks—reducing maintenance costs while enhancing convenience. As leaders in mobile parking innovation, we are committed to keeping Destin at the forefront of parking technology and are excited to introduce guest checkout features as convenient parking alternatives.

Our cloud-based digital enforcement platform, equipped with real-time mobile access and advanced license plate recognition, empowers enforcement officers with actionable insights in the field.

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Designed for transparency and ease of use, our solution supports better compliance, simplifies adjudication, and improves the overall efficiency of parking enforcement.

Passport's Payments solution was built to address the specific financial and operational challenges faced by cities. It simplifies reconciliation, delivers fast access to funds, and provides competitive processing rates with enhanced clarity around merchant fees. With support for multiple payment methods and a gateway-only option to eliminate PCI risk, our solution provides unmatched flexibility and control.

To further support modern curbside management, Passport's digital Permits solution allows the City to manage eligibility, issuance, and reporting through an intuitive platform. It includes mobile-friendly features and seamless integration with our product suite, along with SpotBlock—our proprietary tool for reserving parking spaces for events and special use cases. This system simplifies workflows, promotes digital transformation, and enables data-driven decision-making for better community outcomes.

Taken together, these solutions form a unified platform that amplifies the value of each system—driving greater efficiency, cost savings, and community satisfaction. With deep familiarity of the City's operations and goals, Passport is uniquely positioned to continue supporting Destin with a proven, adaptable, and comprehensive curbside management solution.

We appreciate your continued trust and the opportunity to support the City's vision for a smarter, more efficient parking future. For all concerns related to this bid, please contact: Shaina (Romain) Noya, Client Success Manager at shaina.romain@passportinc.com.

Sincerely,



Khristian Gutierrez
Chief Executive Officer

RFP 25-08-PW (Copy)

Please see a copy of the initialed RFP 25-08-PW on the following pages.

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS
RFP NO. 25-08-PW

COMPREHENSIVE PAID PARKING SOLUTION

City of Destin, Florida
May 12, 2025

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

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for a comprehensive Paid Parking Solution Contract for City parking lots for **two years with the option for three additional one-year renewals, not to exceed five years**. Interested parties should contact the City Clerk's office to obtain copies of the bid documents by calling them at 850-837-4242. The Scope of Work will include, but not be limited to, software, hardware, and customer services to support an existing Paid Parking Program. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids 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 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION**", along with the name, return address and telephone number of the bidder, no later than **2:00 p.m. CT, on Thursday, June 19, 2025**. The City reserves the right to reject any and all Bids 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.

Larry Jones
City Manager

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

PROPOSAL CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order. NOTE: If any boxes are left unchecked, the bid is considered unresponsive.

The following items must be provided for your bid to be considered responsive. The Bidder's initial will appear at the bottom of each page of this RFP in the space provided.

ITEM	TAB #	CHECK IF INCLUDED
Cover Sheet	1	[ ]
Letter of Interest	1	[ ]
RFP 25-08-PW (copy)	1	[ ]
Completed bid form (Exhibit A)	2	[ ]
Responsive Bidder Qualifications Statement (Exhibit B)	2	[ ]
Completed Public Entity Crimes Form (Exhibit C)	2	[ ]
Completed Drug Free Form (Exhibit D)	2	[ ]
Anti-Human Trafficking Affidavit (Exhibit E)	2	[ ]
Proof of required Workman's Compensation Insurance documents	3	[ ]
Proof of Required Liability Insurance	3	[ ]
Completed W-9 [available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]	3	[ ]
Copy of State license (if required for job)	3	[ ]
Copy of City License (if business office is in Destin)	3	[ ]
Qualification and Experience Narrative (no more than 10 pages)	4	[ ]
Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email. *References should be from other municipalities, county governments, airports, event centers, etc.*	4	[ ]
Addenda (if applicable)	5	[ ]
Any other documents as requested in bid package. Additional supporting documentation.	6	[ ]

Bidder Initial: RH

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposal (RFP) to secure responses from qualified vendors for **COMPREHENSIVE PAID PARKING SOLUTION.**

It is the responsive proposer's responsibility to read and understand the requirements of this request for proposal. Responsive proposers 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 bid fully complies with all conditions identified.

Before submitting a bid, 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 Request for Proposals (RFP) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying 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 this RFP Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

A. All RFP's will be publicly opened and recorded for the receipt in the City Hall Boardroom on **June 19, 2025** at 2:00 P.M. (CT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
B. Any responses received after the 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 the 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 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. Respondents may request information regarding the RFP in writing from the City Clerk's Office, cityclerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.

D. If any addendum(s) are issued to this Request for Proposals, 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.

E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. 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 I.D. number on their RFP submittal.

F. *One (1) original and one (1) digital copy* of the RFP responses (on USB drive, .pdf format). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

G. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFP submission, 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.

K.

PROCUREMENT SCHEDULE	
Tasks	**Date**

REQUEST FOR PROPOSALS
RFP 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

RFP Advertised	Week of May 12, 2025
Last Day for Questions to be Submitted	June 12, 2025 at 2pm CT
Due Date/Bid Opening	June 19, 2025
Tentative Date - Bid Committee Evaluation	June 26, 2025
Tentative Date - City Council Meeting	July 7, 2025
Tentative Date - Notice of Award	Week of July 7, 2025
Tentative Date - Execution of Contract	Week of July 14, 2025

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking vendor, to include all necessary sub-vendors, with all applicable licenses to supply the services described in this advertisement.

3.1 Licensing Requirements

Provide all applicable licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier.

3.2 Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, 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 admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

4.0 PROJECT/PROGRAM OBJECTIVES AND BACKGROUND

The City is looking for an integrated, comprehensive, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app-based payments, revenue and data management, real-time parking availability information (preferred), robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage. City recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

The City's principal objective is to reduce congestion and improve the availability of parking in both our Harbor and Beach Parking Districts by influencing user parking preferences, increasing parking turnover rates, and improving the overall user experiences. Another objective is to allow patrons to pay by mobile device for parking beyond the initial period and to receive notifications when their time is about to expire so they can remotely add time. With that in mind, the parking management solution must satisfy the following:

a. Accommodates a range of convenient, stable and secure electronic and online payment methods with functionality that includes daily settlement and automated financial reconciliation options.
b. Provides a customer-friendly, easy-to-use system that eliminates trips to City offices or

phone calls to City staff to address routine transactions and/or appeals. This includes the use of signage to provide clear directions to parking locations and payment options.
c. Offers an easy-to-use data management interface that minimizes manual data entry.
d. Provides on-demand and structured reporting of revenues, transactions, and parking data,
including utilization, turnover rates, and enforcement trends.
e. Facilitates real-time parking permit management that offers easy access to customer and vehicle information. The solution must accommodate district-based permit pricing.
f. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms (*Marler Street Parking lot only, to be installed and maintained by respondent, map of this lot is provided as Figure 1*).
g. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline
service.
h. Provides real-time reporting of unpaid sessions (for lots equipped with camera equipment.)

The City's preference is that proposers furnish labor, materials, and equipment necessary to implement the parking management solution in line with the objectives outlined above, including installation of signage, technology, and other requisite materials. Any role the City is to perform in this regard must be clearly identified in the proposal.

BACKGROUND

Destin's Harbor District is a working waterfront with a mix of tourist-oriented retail, restaurants, recreational opportunities (pontoon boat and jet-ski rentals, dolphin tours, etc.), and infrastructure to support the City's commercial fishing fleet. The City of Destin is a major property owner with a boardwalk and parks that provide public access to Destin Harbor and Choctawhatchee Bay.

Tourist-oriented businesses are the predominant form of development on the south side of US98 along with the commercial fishing industry. On the north side of US98, restaurants and tourist-oriented uses.

Paid parking lots along the Harbor are mixed, with both public and private parking opportunities available. The City maintains three parking areas within this District:

Marler Street Parking Lot – approximately 150 spaces (paved, map provided as Figure 1)
Destin Community Center – approximately 90 spaces (paved)
Zerbe Street Parking Lot – approximately 80 spaces (unpaved)

Current daily parking rates for the Harbor District are $15. Destin residents can also receive a "Resident Pass/decal that allows unlimited use of these lots. In addition, a non-residential Harbor Parking Pass is available for $205 per calendar year. These passes are available at City Hall to those providing vehicle registrations showing a valid address with the Destin City Limits. Up to two of these free passes are available per household.

Destin's Beach Parking District provides parking opportunities for those wishing to enjoy the wonders of the Emerald Coast. Land Uses adjacent to these areas are primarily short-term residential (condos, townhomes, single-family homes, etc.). The City maintains both beach parks and beach accesses within this area. Parking rates for this District are currently $20 for 4 hours.

Paid Parking lots within this area are currently 100% publicly owned with most spaces provided as off-street parking within the Right-of-Way. The City maintains seven parking areas within this District:

Gulf Shore Drive – approximately 45 spaces (parallel along street)
Hutchinson – approximately 13 spaces (off street lot)
Barracuda – approximately 8 spaces (off street lot)
Pompano – approximately 29 spaces (off street lot)
Terra Cotta – approximately 13 spaces (off street lot)
Norriego Point – approximately 25 spaces (off street lot)
Shirah – approximately 11 spaces (off street lot)
Moreno Point – approximately 3 spaces (off street lot)

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of 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 bidder's submittal package. To ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP. The City will respond to written, e-mailed or faxed; inquiries received at least seven (7) working days prior to the RFP due date. The last day for inquiries is **June 12, 2025 at 2:00 p.m. (CT).** 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 or cityclerk@cityofdestin.com

5.3 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.

5.4 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.

5.5 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 RFP submittal.

5.6 Public Entity Crime Disclosure

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.

5.7 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.

5.8 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.

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **June 19, 2025**. 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 shall be submitted in a sealed package clearly marked on the outside **"RFP 25-08-PW, COMPREHENSIVE PAID PARKING SOLUTION"** 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's Office
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals will be prepared per the checklist provided on page 3.

One (1) original and one (1) digital copy of the RFP responses (on USB drive). 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. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Failure to provide any of the mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	**100**

1. **Price Proposal (Lump Sum)**
   a) Costs will be evaluated based on the prices/charges provided.
   b) Are 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/program? Does the contractor have experience with similar projects/programs?
   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?

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) Is the contractor's 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?

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ Fax: ( ) _____

E-mail: _____

Number of Years in Business: _____ Contact Name _____

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
	1) Merchant Fee (flat)	_____
	2) Merchant Fee Percentage	_____
	3) Transaction Fee	_____
	4) Merchant Processing Fee	_____
	5) Other Fees (List), list additional items on a separate sheet	
	a. _____	_____
	b. _____	_____
	c. _____	_____
	d. _____	_____

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

3. Please list any additional items not previously addressed above: (use additional sheets as required)

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____
(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT B

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

Submitted By:
Name: _____
Address: _____
City, State, Zip: _____
Telephone No.: _____
Fax No.: _____

Check One
Corporation ___
Partnership ___
Individual ___
Other ___

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:

_____

Bidder Initial: RH

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:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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 inquires?

_____

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

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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.)

_____ Date: _____

(Signature)

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_____, 2025, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires:

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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:

Bidder Initial: RH

EXHIBIT E

CITY OF DESTIN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Printed Name:

Title:

Bidder Initial: RH

Nongovernmental entity:

Date:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____

Notary Public

(Notary Seal)

Figure 1. Marler Street Parking Lot, ingress/egress on north and east sides.



Type text here



Tab 2: Exhibits A - E

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

Completed Bid Form (Exhibit A)

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: Passport Labs, Inc.

Address: 128 S Tryon St, Suite 1000

City & State: Charlotte, NC Zip Code: 28202

Telephone: (704) 837-8066 Fax: (888) 804-1783

E-mail: rfp@passportinc.com

Number of Years in Business: 15 Contact Name Shaina (Romain) Noya

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
1)	~~Merchant Fee (flat)~~ Passport Gateway Fee Per Transaction	$0.05
2)	~~Merchant Fee Percentage~~ Monthly Minimum MPP Fees	$250
3)	~~Transaction Fee~~ Per Transaction MPP Service and License Fee	$0.25
4)	~~Merchant Processing Fee~~ (Merchant Processing Rate Per Transaction)	2.9% + $0.30 + $0.05 for gateway
5)	Other Fees (List), list additional items on a separate sheet	
	a. CMP Service and License Fee Per Ticket Paid	$3.95
	b. Additional CMP Service and License Fee Per Ticket Paid After Citation Amount Escalation	30% of escalated citation amount
	c. Cost Per Notification Letter Sent by Passport	Cost Per Notification Letter Sent by Passport $1.25
	d.	

Bidder Initial: RH 15

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	N/A	N/A
b.		
c.		
d.		
e.		

3. Please list any additional items not previously addressed above: (use additional sheets as required)

_____	$ _____
*Optional add on: Digital Permits	$ Digital Permits Pricing included in attached sheet below
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

Passport's Digital Parking Permits Pricing

Implementation Services

Product/Service	Cost
Platform Setup, Project Management, and Training	$1,500 (one-time)

Passport Digital Permits

Product/Service	Paid by the City	Paid by the Parker
Per Permit Purchased Convenience Fee	$0.00	$3.95 per permit purchased*
Monthly Maintenance Fee	$750 per month*	$0.00

***fees subject to change based on actual permit volumes**

Passport Payment Services

This applies to permits purchased online

Product/Service	Paid by the City	Paid by the Violator
Merchant Processing	2.9% + $0.30	$0.00
Gateway	$0.05	$0.00

PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Rich Holmes, General Counsel + Corporate Secretary
(Print or Type)

Signature: R. J. HR

Date of Bid: 6/11/25

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Responsive Bidder Qualification Statement (Exhibit B)

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

EXHIBIT B

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

Submitted By:
Name: Passport Labs, Inc.
Address: 128 S Tryon St, Suite 1000
City, State, Zip: Charlotte, NC 28202
Telephone No.: (704) 837-8066
Fax No.: (888) 804-1783

Check One
Corporation X
Partnership ___
Individual ___
Other ___

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:
   Passport Labs, Inc.

   The address of the principal place of business is:
   128 S Tryon St, Suite 1000 Charlotte, NC 28202

2. If responsive bidder is a corporation, answer the following:
   a. Date of Incorporation: 11/26/2013
   b. State of Incorporation: Delaware
   c. President's name: Khristian Gutierrez (CEO)
   d. Vice President's name: Eugene Rohrwasser (CTO)
   e. Secretary's name: Rich Holmes (General Counsel & Corporate Secretary)
   f. Treasurer's name: Ryan Sampson (VP, Controller)
   g. Name and address of Resident Agent: TELOS LEGAL CORP.155 OFFICE PLAZA DRIVE TALLAHASSEE, FL 32301

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

Bidder Initial: RH

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

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?
8

Under what other former names has your organization operated?
Passport Parking, LLC (2011-2013)
PassportParking, Inc. (2013-2017)
Passport Labs, Inc, d/b/a Passport (2017-present)

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.
Registered Foreign Profit Corporation in the State of Florida, Document # F16000001150

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 the Qualifications and Experience section in our proposal response for pertinent experience of key individuals.

10. State the name of the individual who will have personal supervision of the work:
Shaina (Romain) Noya

11. State the name and address of attorney, if any, for the business of the responsive bidder:
Rich Holmes, 128 S Tryon St, Suite 1000 Charlotte, NC 28202

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:
Name: Robert Youakim (Founder) Address: 128 S Tryon St, Suite 1000 Charlotte, NC 28202

Bidder Initial: RH 19

Bidder Initial: RH 20

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Passport Labs Canada, LLC (administratively dissolved Canadian subsidiary) ; Passport India Shareholding Company (DE C-Corp); PassportParking Consulting Private Limited (Indian subsidiary); Passport Labs India Private Limited (Indian subsidiary)

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	9
b.	Non-Governmental Related Work	6
	Total Work (a +b):	10

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
Comerica Bank	226 Airport Parkway San Jose, CA	734-632-4656

16. What will be your turnaround time for written responses to City inquires?

Passport responds to incidents/requests depending on severity. Please see Passport's SLA in the Appendix of our proposal.

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

Bidder Initial: RH

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

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.

Please see the Litigation List in the Appendix of Passport's proposal.

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.

None

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) Richard J. Hall

(Title) General Counsel & Corporate Secretary

Subscribed and sworn to before me

This 11 day of June, 2025

Nancy Desmarais

Notary Public (Signature)

My Commission Expires: NANCY E DESMARAIS NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES DEC 4, 2029

Completed Public Entity Crimes For (Exhibit C)

END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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 25-08-PW Comprehensive Paid Parking Solution

2. This sworn statement is submitted by Passport Labs, Inc. whose business address is 128 S Tryon St, Suite 1000 Charlotte, NC 28202

and (if applicable) Federal Employer Identification Number (FEIN) is 46-4987364 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Rich Holmes and my relationship to the entity named above is General Counsel & Corporate Secretary

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

Bidder Initial: RH 23

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

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

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.)

Richard J. Hall Date: 6/11/2025

(Signature)

STATE OF ~~FLORIDA~~ New Hampshire

COUNTY OF Sullivan

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 11 day of June, 2025, and is personally known to me, or has provided as identification.

Nancy E Desmarais

Notary Public

My Commission expires:

NANCY E DESMARAIS
STATE OF
MY
COMMISSION
EXPIRES
DEC 4, 2029
NEW HAMPSHIRE
NOTARY PUBLIC

Bidder Initial: RH

Completed Drug Free Form (Exhibit D)

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: Passport Labs, Inc.

ADDRESS: 128 S Tryon St, Suite 1000

CITY: Charlotte STATE: NC ZIP CODE: 28202

TELEPHONE NUMBER: (704) 837-8066

SIGNATURE: [signature] DATE: 6/11/2025

NAME (TYPED OR PRINTED): Rich Holmes

TITLE: General Counsel & Corporate Secretary

Bidder Initial: RH

Anti-Human Trafficking Affidavit (Exhibit E)

EXHIBIT E

CITY OF DESTIN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Rich Holmes (insert name) as General Counsel & Corporate Secretary (insert title) on behalf of Passport Labs, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Passport Labs, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Passport Labs, Inc. (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Rich Holmes

Printed Name: Rich Holmes

Title: General Counsel & Corporate Secretary

Bidder Initial: RH

Nongovernmental entity:

Date:

STATE OF N.H

COUNTY OF Sullivan

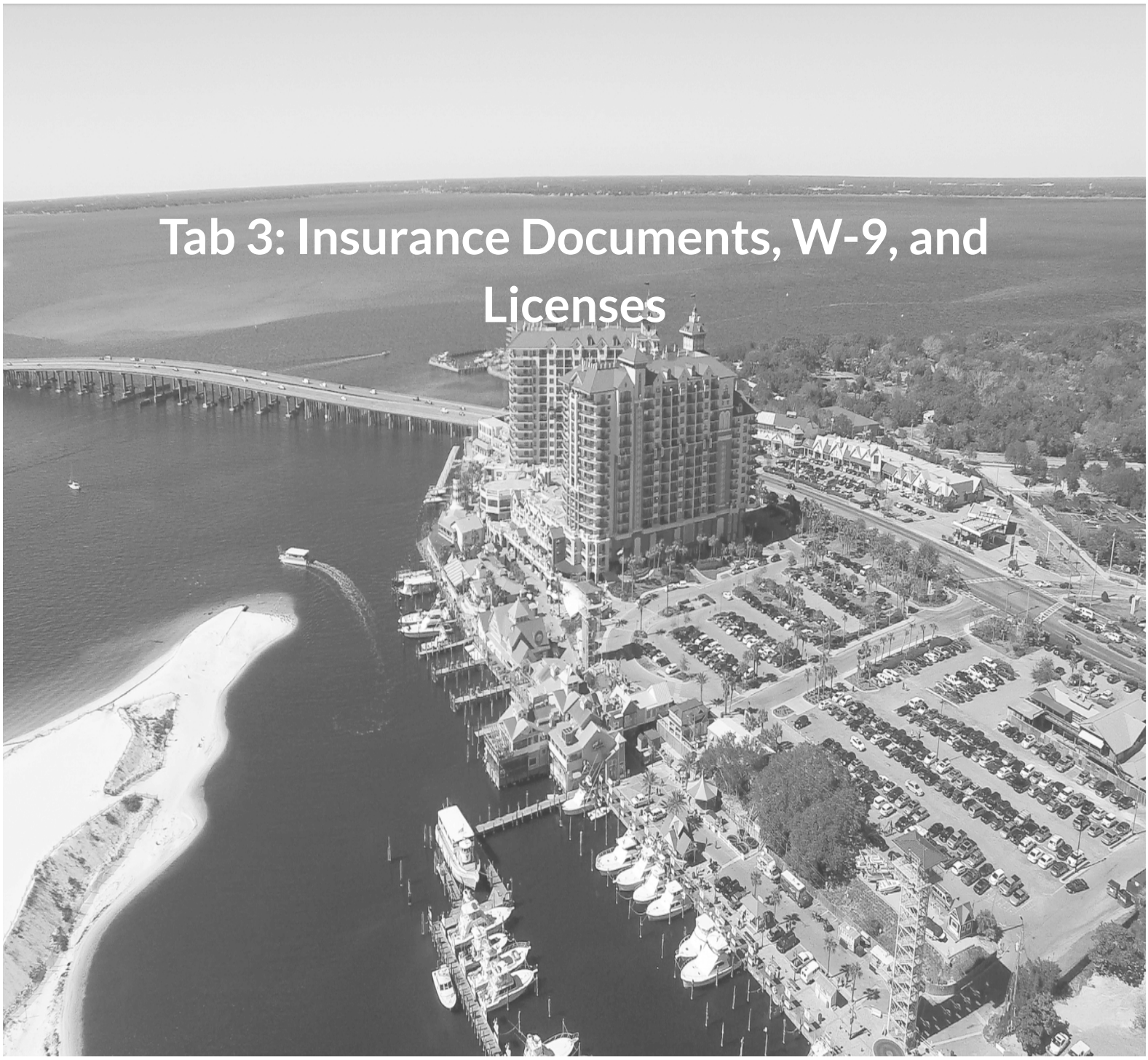
SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by _____ as GENERAL COUNSEL on behalf of PASSPORT LABS, INC., who is personally known to me or who produced Drivers Liscnse as identification this 11 day of June, 2025.

Nancy Desmarais

Notary Public

NANCY E DESMARAIS
STATE OF
MY
COMMISSION
EXPIRES
DEC 4, 2029
NEW HAMPSHIRE
NOTARY PUBLIC

(Notary Seal)



Tab 3: Insurance Documents, W-9, and Licenses

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

Insurance Documents

Please see Passport's Workman's Compensation and General Liability insurance documents on the following pages.

Additionally, in reference to Section *3.2 – Insurance Requirements* of the RFP, which states that "the City reserves the right to modify its insurance requirements with 60 days' notice," Passport respectfully requests that this language be revised to: "Any material modifications to insurance requirements following contract award shall be subject to mutual written agreement by both parties." This amendment ensures a balanced approach to risk management and contractual obligations post-award.

Proof of Required Worker's Compensation Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

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	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois National Ins Co	23817
INSURED	INSURER B :	
ADP TotalSource FL XVI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Passport Labs, Inc. 128 S Tryon St Ste 1000 Charlotte, NC 28202	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 063528456 FL	07/01/2025	07/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Passport Labs, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Passport Labs, Inc. is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.

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 Jo Phillips

ACORD 25 (2016/03)

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Proof of Required General Liability Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2025

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 NFP Prop & Casualty Serv Inc. 1901 Roxborough Road Suite 300 Charlotte NC 28211	CONTACT NAME: Emily Wagner PHONE (A/C, No, Ext): 704-200-9784 FAX (A/C, No): E-MAIL ADDRESS: emily.wagner@nfp.com
INSURED PASSLAB-01 Passport Labs, Inc. 128 South Tryon Street Suite 1000 Charlotte NC 28202	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Charter Oak Fire Insurance Company — 25615 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Endurance American Specialty Insurance Company — 41718 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 700341602 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		ZLP-16P92474-24-I5	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BA-A0452835-24-I5-G	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-A0797407-24-I5	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 12,000,000 $ 12,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	CYBER Liability			PRO30045864401	10/1/2024	10/1/2025	EACH CLAIM LIMIT AGGREGATE LIMIT RETENTION	$5,000,000 $5,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Destin, Florida is included as Additional Insured on the General Liability policy where required by written contract. 30 Day Notice of Cancellation to be provided by the carrier on General Liability, Auto Liability, Workers Compensation and Umbrella policies.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** - Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

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Charlotte, NC 28202
Passportinc.com

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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Charlotte, NC 28202
Passportinc.com

Completed W-9

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Passport Labs, Inc

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.
128 S Tryon St Ste 1000

Requester's name and address (optional)

6 City, state, and ZIP code
Charlotte, NC 28202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
46-4987364

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Sam Upton Date 3/26/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Scanned With Tiny Scanner

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Okaloosa County Business License

BEN ANDERSON
Okaloosa County Tax Collector

2024 / 2025
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
149322	PASSPORT LABS, INC.

PASSPORT LABS, INC.
128 S TRYON ST STE 1000
CHARLOTTE, NC 28202-0004

IS YOUR BUSINESS CLOSED?
To request the closure of your Okaloosa County Business Tax Receipt, please complete and submit the online form at OkaloosaTax.com/CloseBusinessTaxAccount/

Please review all the information on this notice for accuracy. If any of the information is incorrect, please contact the Tax Collector's Office via email at BTRWeb@OkaloosaTax.com

BUSINESS NAME: PASSPORT LABS, INC.

OWNER NAME: PASSPORT LABS, INC.
ACCOUNT NUMBER: 149322
RECEIPT NUMBER: 3600100773579

TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 128 S TRYON ST STE 1000
CHARLOTTE, NC 28202-0004

MAILING ADDRESS: 128 S TRYON ST STE 1000
CHARLOTTE, NC 28202-0004

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ TOTAL DUE BY Jun 30, 2025	$0.00
☐ IF PAID BY Jul 31, 2025	$0.00
☐ IF PAID BY Aug 31, 2025	$0.00
☐ IF PAID BY Sep 30, 2025	$0.00
☐ IF PAID BY Oct 31, 2025	$0.00

Paid 0-24020138 35.00 08/16/2024

PAYMENT OPTIONS

QUICKLY AND SECURELY RENEW YOUR BUSINESS TAX RECEIPT AT
OkaloosaTax.com
E-check is ***FREE***

MAIL	DROP BOX	PHONE
P.O. Box 9 Shalimar, FL 32579	Located at each office location	850.651.7300 *or* ***#TAX*** (#829) from Cell

SCAN WITH PHONE TO RENEW

RETAIN THIS PORTION FOR YOUR RECORDS
BALANCE DUE IS DETERMINED BY THE DATE THE PAYMENT IS POSTMARKED
PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON TAX COLLECTOR. MAIL PAYMENTS TO P.O. BOX 9, SHALIMAR, FL 32579

BEN ANDERSON
Okaloosa County Tax Collector

2024 / 2025
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
149322	PASSPORT LABS, INC.

PASSPORT LABS, INC.
128 S TRYON ST STE 1000
CHARLOTTE, NC 28202-0004

PAY ONLINE
OkaloosaTax.com
PAY BY MAIL
P.O. BOX 9
Shalimar, FL 32579

IF THE BTR HAS ALREADY BEEN RENEWED, PAYMENT CAN BE CONFIRMED AND RECEIPT PRINTED BY SCANNING THE QR CODE ABOVE OR AT OKALOOSATAX.COM

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ TOTAL DUE BY Jun 30, 2025	$0.00
☐ IF PAID BY Jul 31, 2025	$0.00
☐ IF PAID BY Aug 31, 2025	$0.00
☐ IF PAID BY Sep 30, 2025	$0.00
☐ IF PAID BY Oct 31, 2025	$0.00

Paid 0-24020138 35.00 08/16/2024

RETURN WITH PAYMENT

Passport's Business License

License #: 5439093

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PASSPORTPARKING, INC.", CHANGING ITS NAME FROM "PASSPORTPARKING, INC." TO "PASSPORT LABS, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF OCTOBER, A.D. 2017, AT 10:03 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

5439093 8100
SR# 20176732806

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203444722
Date: 10-23-17

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:03 AM 10/23/2017
FILED 10:03 AM 10/23/2017
SR 20176732806 - File Number 5439093

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of PassportParking, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows:

The first sentence of Article 1 shall be and read as follows: "The name of the Corporation is Passport Labs, Inc."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 23rd day of October, 2017.

By: _____
Authorized Officer

Title: Secretary / CRO

Name: Khristian Gutierrez
Print or Type



Tab 4: Price Proposal, Qualification and Experience, Project Approach and Performance Differentiators, Past Performance, & References

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

Price Proposal

Please see the completed *Bid Form* on *page 42* for Passport's Price Proposal.

Qualifications and Experience

Passport Overview

Passport is the technology leader in parking compliance and curbside payment solutions. By helping cities integrate paid parking, enforcement operations and payment infrastructure into one software solution, Passport provides the only platform that can efficiently manage and monetize the curb. From mobile payments to citation issuance, permitting technology and more, Passport empowers cities of all sizes with better insights to improve parking turnover, expand revenue opportunities and create better compliance. Passport proudly employs a team of over 150 dedicated professionals.

30+ Years	5,000+	$3B+	Compliant
of Experience in Parking Technology	Locations Using Passport	Mobility Payments Processed	PCI-DSS & SSAE18

Passport is headquartered in Charlotte, NC. We amplify a business philosophy and culture built on our three principles:

- **People First --** In all decisions and interactions, whether face-to-face or through our technology, people are our priority. It's not about checking boxes - it's about the meaningful relationships we build and maintain.
- **Scale & Innovate --** We take the biggest, most complicated problems facing entities and solve them with straightforward and scalable solutions.
- **Be an Owner --** All employees are invested in the future of our business and we all have a stake in our wins and our teachable moments. Collectively, we drive the progress of Passport and our clients.

Our Products

Passport's platform aggregates all paid parking, compliance, permitting and payment information into one view in Passport's portal. This aggregated data provides actionable insights for better decision-making and efficiency.

PASSPORT'S PRODUCT SUITE	
Compliance A cloud-based enforcement system that provides real-time access to insights and data	**Paid Parking** A parking payment management solution with mobile and digital payment options that scale
Permits Digital permitting and solution that eliminates paper and manual processes	**Payments** A cost-saving and unified payment solution specially designed for parking and mobility

Supplementary Solutions		
SpotBlock Reserve a space with our digital meter bagging solution	**Photo Enforcement** Enforce compliance through license plate recognition	**Performance Benchmarking** Leverage data from other cities and compare outcomes

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Charlotte, NC 28202
Passportinc.com

Partnerships

Passport's solutions support over 800 partners, including municipalities, private operators, universities and agencies, in managing and optimizing their parking and mobility operations. With over 14.3 million end users, our platform has processed over 3 billion transactions.



Figure XX: Passport's Current Client Landscape

Passport's Partnership with Destin, FL

Passport has had the privilege of partnering with the City of Destin for nearly 9 years, delivering a comprehensive Parking Enforcement and Mobile Payment solution that supports the City's goals by increasing operational efficiency and revenue integrity. Destin has seen a 38% increase in Passport mobile payment transactions from 2018 to 2024, generating over $3 million in net revenue since launch. The City has also processed more than 384,000 mobile payment transactions from over 250,000 unique app users, with 99.5% of citations paid online and $111,000 in total citation revenue collected. Throughout the engagement, Destin has benefited from streamlined workflows, effortless reporting, and a seamless user experience that supports uninterrupted municipal operations. Passport's demonstrated success and familiarity with Destin's operations uniquely position us to continue delivering value and supporting the City's long-term strategic goals.

Passport's solutions also empowers City stakeholders and decision makers by providing access to:

- **Reports** that inform parking policy decisions;
- **Payment data** (from mobile app, citations, and meters) that allows enforcement officers in the field to issue accurate citations;
- All **permit application data** submitted on the customer payment portal to seamlessly issue residential parking permits.

Passport's Product Enhancements

Every parking environment presents its own set of complexities, and Passport understands that no two municipalities face the same challenges. That's why our solutions are designed with flexibility in mind—adapting to the City's current needs while scaling to meet future demands. We work closely with our municipal partners to tailor technology and strategies that align with their unique operational goals.

As the City's partnership with Passport has grown, so has the breadth and depth of our solution offerings. By continuing this collaboration, the City will not only streamline the implementation of mobile pay parking and citation management tools, but also gain access to the most advanced and innovative parking management technology in the industry—saving valuable time and resources while enhancing overall performance.

Below is a list of product enhancements available or will be available to the City, designed to strengthen and optimize its parking operations.

PASSPORT'S PRODUCT ENHANCEMENTS	
Parking Management Software	
Guest Checkout	Guest checkout is available and can be promoted via updated signage with a short code text link (e.g., "Text PARK to 12345").
Zone Management	Provides admins with the ability to update zone information directly through the portal [rolling out now].
Rate Management Tool (Future)	Provides admins with the ability to update rate information directly through the portal.
Find Parking Map (Future)	Adds an interactive map feature in the base app, enabling users to interact with parking zone pins.
Digital Parking Permits	
Payment	Manage where a permit fee is applied, within the customer portal, Passport's back-end portal, or both).
Fee Management	Updating fee structure to be compliant with current card network

SpotBlock	
Digital Meter Bagging	Digitally create reservation types, manage available parking spaces, and issue temporary meter blocks or reservations.
Passport Payments	
Self Service Tooling (Future)	Portal management tools enabling transaction-level research into settlement batching, exceptions, funding, and detailed transaction data for Passport-originated transactions.
Card Present Processing	Enables unified processing and reporting for digital and physical transactions.

Product Enhancements

Industry Recognition

- **GovTech 100 --** List of 100 companies focused on, making a difference in, and selling to state and local government agencies across the United States.
- **Inc. Power Partner --** recognizes providers that accelerate the success of other enterprises/organizations
- **Fast Company Most Innovative Company (No. 7 in Transportation category) --** Honors the businesses making the most profound impact on both industry and culture, showcasing a variety of ways to thrive in today's fast-changing world
- **Inc. 5000 --** showcases the fastest-growing private companies in North America NC Tech Award (Fintech Category Winner) - recognizes a technology company that has developed a software and/or hardware solution that is disrupting the field of financial services, such as payments
- **Other awards include --** Deloitte Technology Fast 500, Charlotte Business Journal Fast 50, Charlotte Inno On Fire (Fintech category winner), Silicon Review: Most Innovative Brands

Passport's Key Individuals

Passport's dedicated Client Success and Support teams are uniquely qualified to achieve the goals outlined in this RFP, backed by over 15 years of combined experience in delivering innovative parking and mobility solutions. The project team is the same highly skilled group currently supporting the City's parking and enforcement solutions, offering a proven track record of success and a deep, working knowledge of the City of Destin's operations, systems, and strategic priorities. This experienced, Destin-dedicated team—combined with our proven, structured approach—positions Passport as the best-qualified partner to deliver results aligned with the City's long-term goals for mobility, compliance, and operational excellence.

Please see a breakdown of Passport's team structure as well as a short description of team bios and their respected roles on the following pages.

City of Destin's Client Success & Support Teams



Alex Wells, Regional Sales Director - Southeast. Alex Wells is Passport's Regional Sales Director for the Southeastern United States and brings more than 10 years of industry experience to the team. Alex is an original member of the Passport sales team and helped develop what is today one of the most dynamic sales teams in the industry. While at Passport, Alex has fostered relationships with hundreds of municipalities across the Southeast and the country, most notably Sarasota, FL; Bay County, FL and St. Pete Beach FL.

Role/Responsibility: Alex will be an additional contact for inquiries during Passport's bid process, as needed.



Meg Polak, Client Success Team Lead. Since April 2019, Meg has been instrumental in partnering with clients as a strategic advisor, enhancing their experience with Passport's system by providing insightful data analysis and proactive engagement. She excels in optimizing mobility operations, focusing on efficiency and revenue growth for cities. Prior to joining Passport, Meg held significant roles at GLG Gerson Lehrman Group, where she collaborated with Fortune 500 clients, managing a substantial book of business and driving key initiatives in the industrial and chemical sectors. Her experience in coordinating high-impact consulting engagements and developing relationships with top-tier executives equips her with the expertise to deliver exceptional value and support to the City's operations.

Role/Responsibility: Meg manages a team of Client Success Managers and Agents who are responsible for Passport's top clients. Meg aims to understand City initiatives and help find solutions through Passport's products and services. She has helped maximize growth for some of Passport's largest clients, such as Charlotte, NC, Columbia, SC, and Tampa, FL and is passionate about serving clients with excellence. She will work with the City's dedicated Client Success Manager to provide the City with strategic recommendations on system adjustments or add-ons for greater efficiency and higher revenue.



Shaina (Romain) Noya, Client Success Manager. As the City's dedicated Client Success Manager, Shaina will work alongside Destin as a strategic advisor while also working closely with her business counterparts at Passport. Shaina will be responsible for proactively engaging with the City to share data insight & analysis as well as help them get the most value out of Passport's solutions. She will provide support to maximize the potential of Destin's mobility operations by finding ways to increase efficiency and grow revenue.

Role/Responsibility:
Shaina brings three years of experience serving municipal and university clients to Passport. Shaina will continue to be Destin's main point of contact for any feedback, questions or concerns regarding product and services for the duration of the contract. She will oversee the City's account, maintaining regular communication to ensure the City is satisfied with Passport's solution.

City of Destin's Client Success & Support Teams



Kristie Williams, Manager of Support Services. Kristie oversees the customer support team, ensuring efficient and timely resolution of client issues. She is responsible for optimizing support processes, driving customer satisfaction and collaborating with other departments to improve product performance and service delivery. Kristie has worked closely with clients like the City of Chicago and the City of Toronto to ensure their environments operate seamlessly and efficiently.

Role/Responsibility: Kristie will oversee Destin's support services, ensure satisfaction in all support activities and provide strategic recommendations for system improvement Passport resources to the City.

Project Approach and Performance Differentiators

The City is looking for an integrated, comprehensive, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app-based payments, revenue and data management, real-time parking availability information {preferred), robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

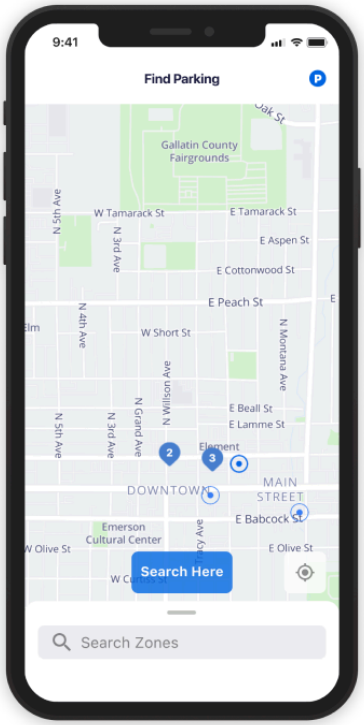
Passport Labs, Inc. takes pride in serving the City as the current incumbent by offering a turnkey paid parking solution encompassing phone/app-based payments, revenue and data management, real-time parking management, robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage.

As the City's current partner for parking and citation management, Passport has already configured its platform to align with the City's operational environment. Should the City choose to continue this partnership, no new system implementation will be required—eliminating the risk of service interruptions, costly transitions, or disruptions to internal workflows. Platform migrations often introduce operational challenges and financial strain; by retaining Passport, the City avoids these risks and preserves the stability of its existing programs. This continuity ensures the City continues to benefit from a unified system of record, with streamlined processes, centralized controls, and a proven framework that supports ongoing success.

Additionally, Passport can offer an in-app map feature, "Find Parking Map" that helps customers find and return to parking zones with ease. This feature uses geo-location to pinpoint a customer's exact location and display nearby zones. Customers can pan and zoom the map, search by zone number, and quickly navigate back to a previously parked zone by referencing that number. After selecting a location, customers will see three options: "Directions," "Park Here," and "About."

- **Directions** will provide turn-by-turn navigation to the specific zone via Google Maps (or Apple Maps if Google Maps isn't installed).
- **Park Here** allows customers to start a session from the selected zone.
- **About** opens the "Zone Information" section, which contains additional location details and a description for that zone—helping customers understand any special rules or landmarks.



Find Parking Map Feature

The city recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

While Passport does not provide pay stations, we integrate with a few providers and can recommend one for the City. For information on how the stations would be integrated with our software solution, please see the *Other Related Integrations* section on page *137* below.

Additionally, Passport offers a payment processing solution, powered by Worldpay from FIS, that has the opportunity to not only provide significant savings through our Specialized Pricing but also the scale and stability of the industry-leading processor. Through its platform integration with Worldpay's processing and merchant settlement services, Passport can streamline the City's reporting and reconciliation process, providing tremendous data, efficiency and value to the City and its stakeholders. Passport's mobile pay parking application, on-street parking meters and other point-of-sale environments will support both EMV and card swipe authorization methods, providing connectivity to the City's chosen meter providers. For all the methods listed above, Passport supports processing on Worldpay's Core platform.

- **Card not present transactions --** Passport connects to the Worldpay platform via Cybersource.
- **Card present transactions --** Passport connects to the Worldpay platform via Tender Retail or TSYS.

a. Accommodates a range of convenient, stable and secure electronic and on line payment methods with functionality that includes daily settlement and automated financial reconciliation options.

Passport's digital enforcement solution enables end-to-end parking management across all enforcement operations, streamlining enforcement services, reducing time and cost, and easily driving compliance for all vehicles that touch the curb. The system is broken down into multiple components, described below, each seamlessly integrated with one another, providing convenient, secure electronic and on line payment methods with functionality that includes daily settlement and automated financial reconciliation options as well as real-time data collection and retrieval.

Ticket Issuance & Observations

Passport's native Android front-end enforcement application, OpsMan Mobile (available on the Google Play Store), will continue to be used by enforcement officers to issue citations. Passport uses dynamic lookups of each license plate number (LPN), checking each inputted character against a continually updated database of information (e.g., mobile app payments, meter payments, enforcement lists, etc.) and retrieving data in an average of 2.5 seconds. Once issued, all citation data will be pushed to the cloud-hosted Passport portal and made available for payment, tracking, and reporting.

In less than 30 seconds, an enforcement officer will enter an LPN, validate whether the vehicle is illegally parked, and issue a new citation. When a citation is issued, its data is pushed to the cloud-hosted Passport portal and made available for payment, tracking, and reporting.

Enforcement officers will be equipped with a sophisticated ticketing system that enables them to efficiently **monitor non-compliant vehicles**, use **Handheld LPR (HHLPR)** for capturing evidence, **accurately input each LPN** for printing and placing citations, and use advanced features such as **Dynamic Lookup technology** and **electronic chalking.** These features will support accurate issuance and streamline the issuance process so that officers can maximize their time in the field.

Passport's Customer Portal

Passport's online customer portal allows violators immediate access to pay or appeal their citations online following issuance. Once a citation is paid or appealed, the data immediately feeds into Passport's portal for review.

The online customer portal maintains Payment Card Industry Data Security Standards (PCI-DSS) Level 1 compliance (v. 3.2.1), ensuring all personally identifiable and confidential information is secure.

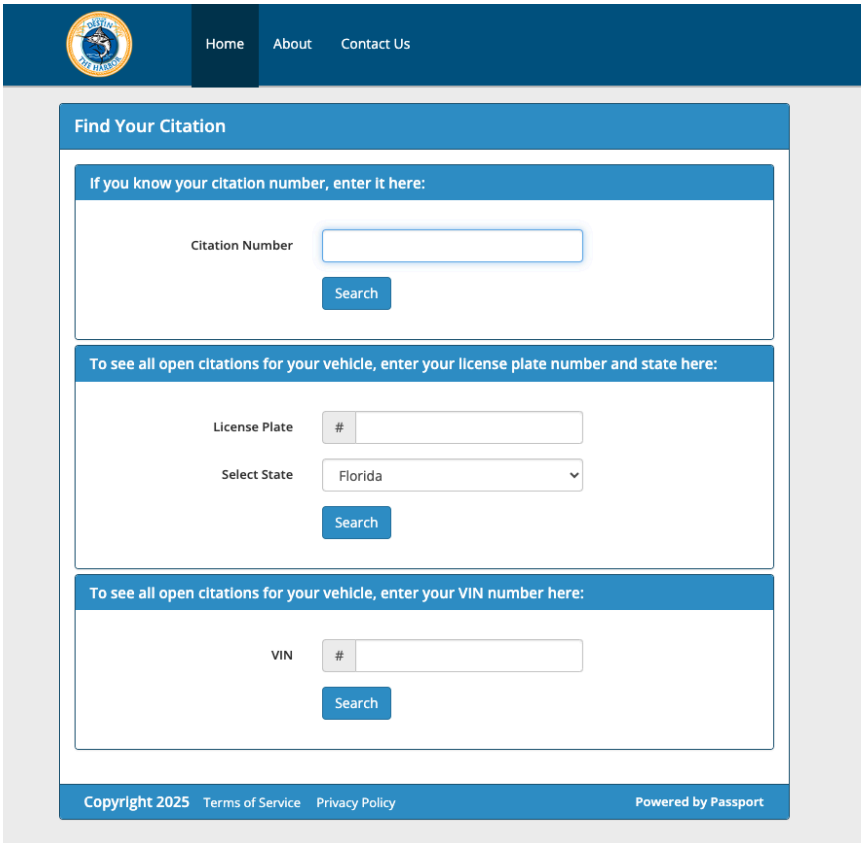
Secure Online Payments

Passport provides the City with a secure, City-branded citation management portal that enables violators to quickly pay or appeal citations online, as shown in the image . Once a citation is issued, it

is immediately available in the portal, where users can search for outstanding violations by citation number, VIN, or license plate and state. The system uses a relational database to return all citations tied to a vehicle, regardless of the search method used. If a violator is flagged as a scofflaw, the portal will notify them with details on the designation, consequences, and steps to resolve their account.

To streamline the payment experience, the portal auto-fills relevant data and accepts major credit and debit cards. Upon payment, users receive an emailed receipt and the citation record is updated across all systems. Paid accounts are instantly removed from delinquency cycles.

Passport ensures secure transaction processing through Level 1 PCI-DSS (v. 3.2.1) compliance—the most rigorous standard in the industry. Credit card data is encrypted using AES-256 and tokenized at the point of entry, with all sensitive information stored in isolated systems to protect against breaches.

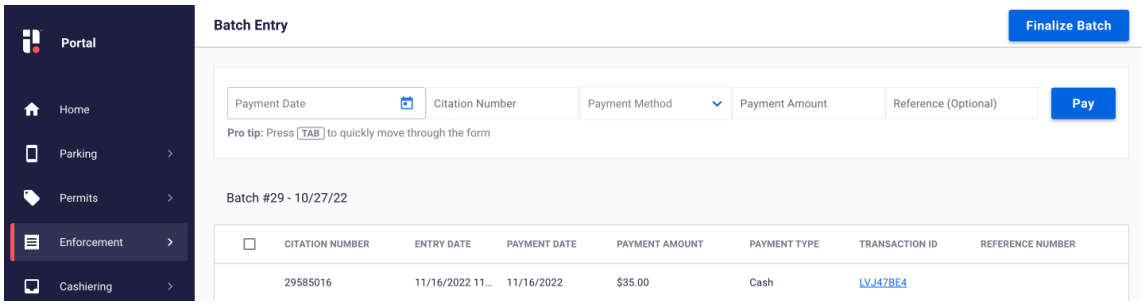


City of Destin - Find Your Citation Page

Cashiering

Passport's portal includes a cashiering interface, which can be used either in batch mode or on an individual citation basis to record payments in the system. City staff can enter all in-person, mail-in, or lockbox payments into the database through this module.

Cashiers can continue to use the "Batch Entry" module in Passport's portal to quickly record payments for a batch of citations. Cashiers can open a batch to process payments for a particular date or time. Once the batch is open, the cashier can dictate the payment date that should be associated with the violations within the batch. From here, Batch Entry allows for rapid payment processing by requiring only the citation number, payment method, and payment amount. Cashiers can also include a reference number. Once a citation number is input, the system automatically pulls in the total amount due from that violation record, ensuring accuracy. Clicking "Pay" marks the violation as paid systemwide and moves the cashier directly to the next record. Once all violation payments are recorded, the cashier will end the batch. Full reporting is available through Passport's "Citation Batch Payments" report. This report can be filtered by batch open date and processing user.



Batch Entry

When a cashier accepts payment for an individual violation, the cashier can directly mark the violation as paid in the system. Here, the cashier can select "Pay Citation" at the top of the screen. This will open a pop-up to record specific information about the payment:

- **Total Amount Due --** pre-populate with the amount due from the citation record.
- **Payment Date --** pre-populate to the current date, but can be manually adjusted.
- **Payment Amount --** pre-populate to match the amount due, but can be manually adjusted.
- **Short Pay Indicator --** refers to cashier accepting less than the full amount due to satisfy the violation.
- **Payment Method --** dropdown menu for cash, credit, check, or other payment type.
- **Reference Number --** optional field to record check/money order number.
- **Note --** a free-form text box will be used to include notes.
- **Email Receipt --** when checked, the cashier can input an email address to send the receipt.
- **Print Receipt --** when checked, a PDF will be generated for the cashier to print, once a payment is recorded.

Refunds

As all activities performed in Passport's portal can be role-based, authorized users can be granted the ability to perform reversals and refunds for payment activities. This will ensure that only authorized cashiering staff (e.g., supervisor) can perform refunds, preventing fraudulent activity. Clicking the ellipsis [...] on the Payments card on the "Citation Details" screen will provide options to reverse and refund that citation's payment.

- **Reversals** refer to in-person cash and card payments. As money will be returned physically to the customer, reversals simply offset the transaction, re-marking the violation as unpaid in Passport's portal.
- **Refunds** refer to card payments processed via the customer portal. Clicking the refund button will automatically initiate a refund of the payment amount back to the card.

Adjustments

Users can be granted the ability to perform adjustments to violation amounts. Adjustments will either add to or discount a violation amount. Typically, this feature is used to remove late fees or by authorized staff to reduce the fine to promote immediate payment by the customer. Cashiers can use the adjustment feature to perform fine increases as well, such as to apply an insufficient fund fee. All executed adjustments are included in the violation's trail history as well as the Citation Adjustments report.

Secure Online Appeals

After being issued a citation, a violator may wish to appeal their citation. Through the same customer portal (available via any mobile or web-enabled device) used for citation payments, they will be able to submit an "Appeal" or "Request Hearing." To appeal a citation, the violator will select "Appeal" and will be asked to enter an appeal reason, provide an argument, and attach documentation in support of their appeal (e.g., photos or other evidentiary documents). To submit a hearing request, the violator will input their contact information and select Request Hearing.

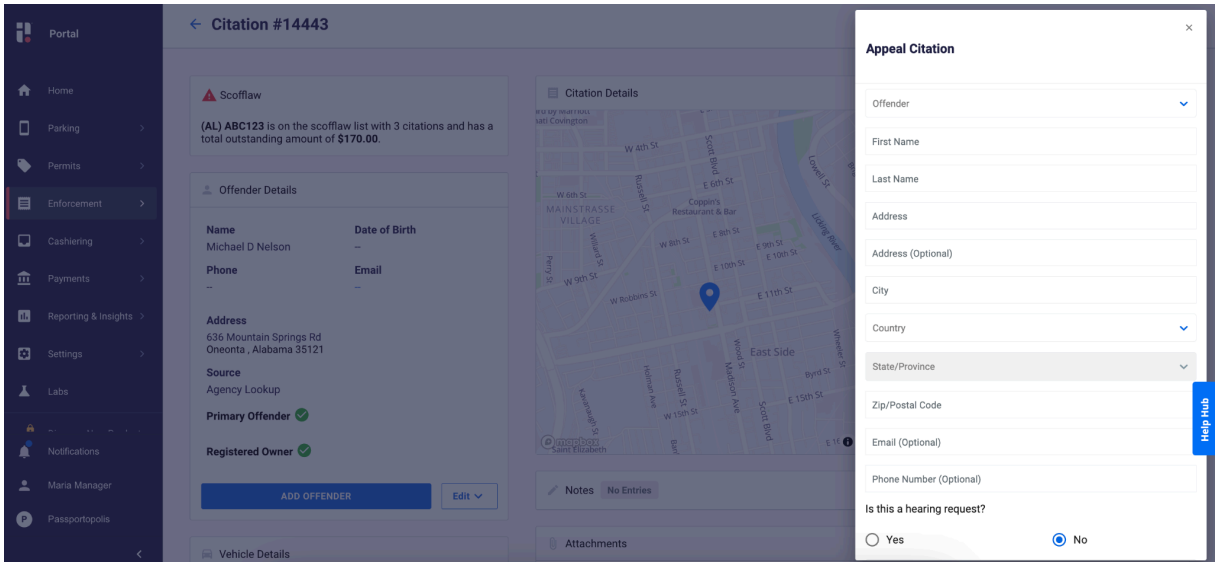
Within the customer portal, the violator can view photos and external notes recorded by the ticketing officer. By presenting all evidence, the customer is discouraged from submitting a frivolous appeal/request. Violators can also select "View More Information" to see all relevant citation details, including Ticket Number, LPN, Violation Type, Color, Make, Model, and Officer. Please see the following pages for visuals on the online appeal process.

The City will define a window of time in which violators can submit an appeal for a citation. After that window has passed, the "Appeal" option will no longer appear below that citation on the customer portal.

Manual Appeals

Within "Manage Citations" in Passport's portal, administrators can also enter any mailed or in-person appeals/hearing requests by clicking into the "Citation Detail" for that ticket and selecting "Appeal Citation" from the action menu at the top of the screen. Staff will enter the reason for the appeal,

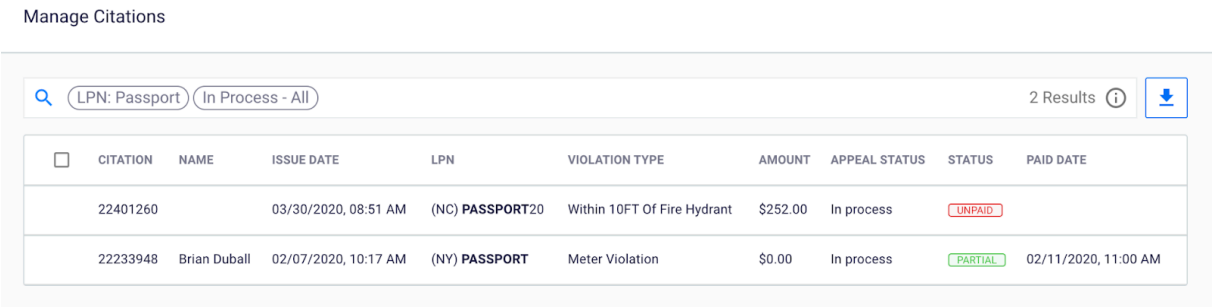
description notes, and scan any supporting evidence provided by the appellant into the record. Once inputted, it will be added to the appeal queue, awaiting review.



Manual Appeal Entry Screen

Process Appeals

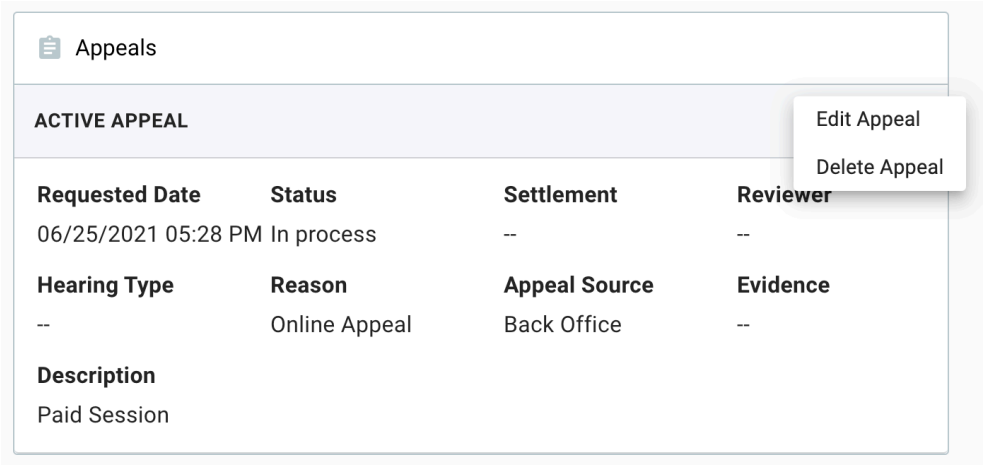
From Passport's portal, the City adjudicators can easily determine which tickets have been appealed. When querying tickets via "Manage Citations," users can see if an appeal is being processed.



CITATION	NAME	ISSUE DATE	LPN	VIOLATION TYPE	AMOUNT	APPEAL STATUS	STATUS	PAID DATE
22401260		03/30/2020, 08:51 AM	(NC) **PASSPORT**20	Within 10FT Of Fire Hydrant	$252.00	In process	UNPAID	
22233948	Brian Duball	02/07/2020, 10:17 AM	(NY) **PASSPORT**	Meter Violation	$0.00	In process	PARTIAL	02/11/2020, 11:00 AM

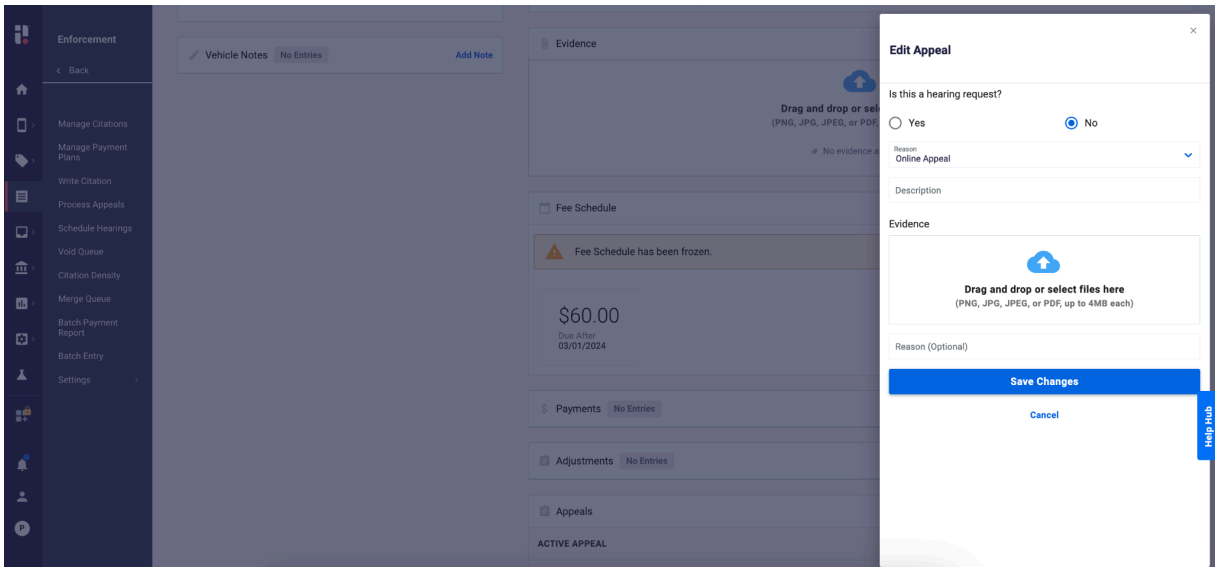
Manage Citations Screen

By clicking on the "Citation Details" screen, users can scroll to the "Appeals" card to see an overview of the submitted appeal/hearing request, with a quick action menu to edit or delete it, as necessary.



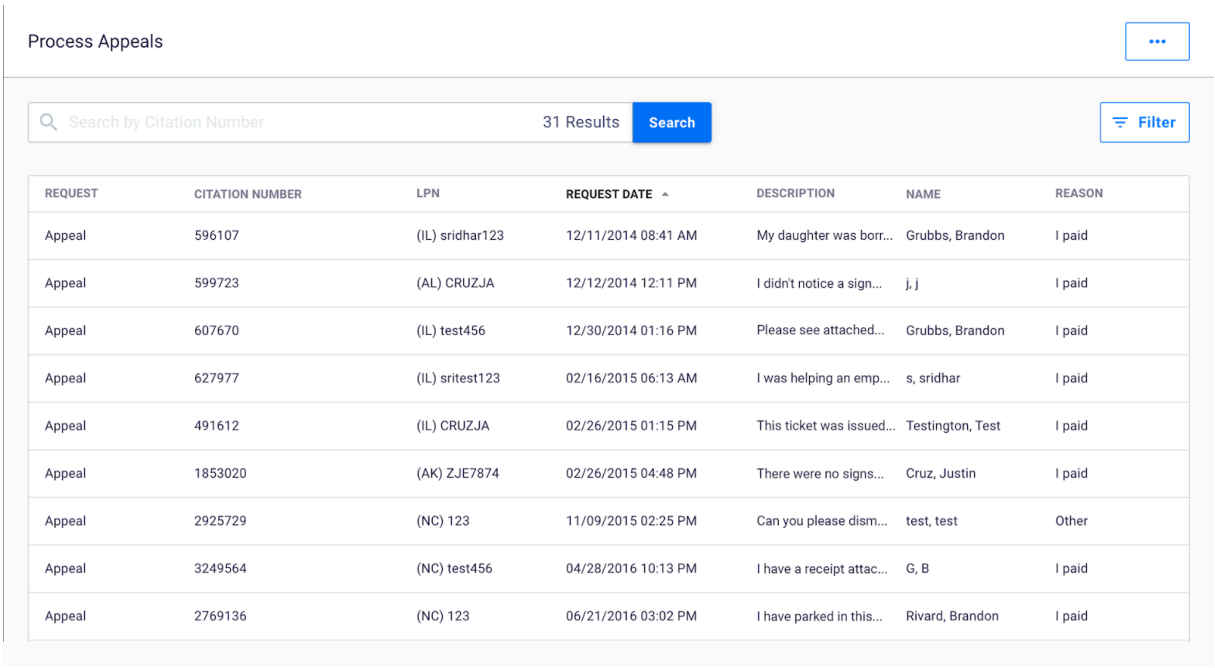
Citation Detail Screen - Appeal Card

To edit an appeal, users will be returned to the appeal screen, where they can adjust the information associated with it. This can be used to edit any appeal regardless of submission method (i.e., online, walk-in, etc.).



Edit Appeal Screen

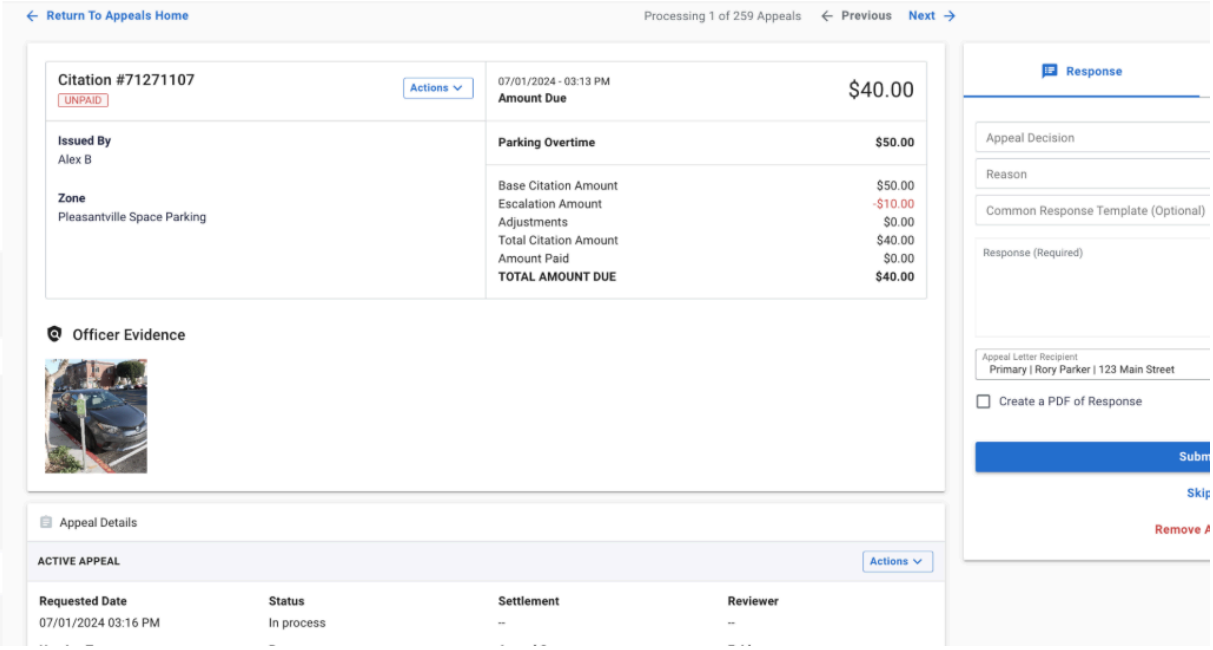
Users will navigate to the “Process Appeals” module within Passport’s portal to review and render decisions on all submitted appeals. Here, users will have access to all information submitted by the appellant, including photos or supporting documentation. By default, the “Process Appeals” screen will display all citations under appeal; users can filter results by Name, LPN, Request Type, Officer and more.



REQUEST	CITATION NUMBER	LPN	REQUEST DATE	DESCRIPTION	NAME	REASON
Appeal	596107	(IL) sridhar123	12/11/2014 08:41 AM	My daughter was borr...	Grubbs, Brandon	I paid
Appeal	599723	(AL) CRUZJA	12/12/2014 12:11 PM	I didn't notice a sign...	j, j	I paid
Appeal	607670	(IL) test456	12/30/2014 01:16 PM	Please see attached...	Grubbs, Brandon	I paid
Appeal	627977	(IL) sritest123	02/16/2015 06:13 AM	I was helping an emp...	s, sridhar	I paid
Appeal	491612	(IL) CRUZJA	02/26/2015 01:15 PM	This ticket was issued...	Testington, Test	I paid
Appeal	1853020	(AK) ZJE7874	02/26/2015 04:48 PM	There were no signs...	Cruz, Justin	I paid
Appeal	2925729	(NC) 123	11/09/2015 02:25 PM	Can you please dism...	test, test	Other
Appeal	3249564	(NC) test456	04/28/2016 10:13 PM	I have a receipt attac...	G, B	I paid
Appeal	2769136	(NC) 123	06/21/2016 03:02 PM	I have parked in this...	Rivard, Brandon	I paid

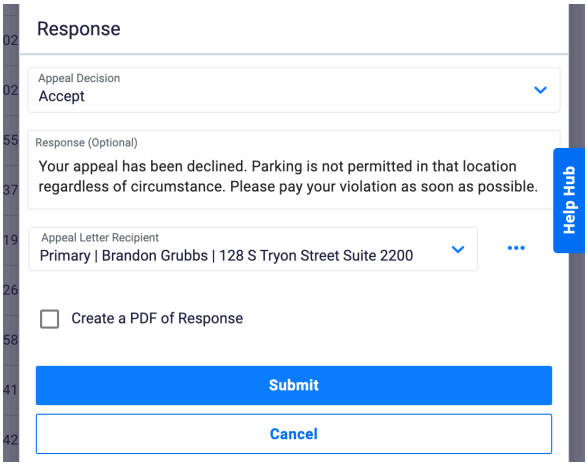
Process Appeals

Passport’s portal collects all data related to a violation record, including evidence from the enforcement officer and documentation submitted by the appellant, to render the most informed adjudication possible. A decision will be selected for each appeal, finding the appellant liable or not liable for the citation, which will be accompanied by a reason to record further details behind that appeal decision.



Process Appeals - Render Decision

The City will define reasons, which will be easily accessible via a drop-down menu. Example reasons could include Upheld, Fine Reduced, Overturned and Reduced-to-Warning. Passport will craft a letter template for each reason to convey the appeal decision and any next steps. Once an appeal is processed, the letter will automatically be mailed and/or emailed to the appellant's address on file. For example, the screenshot below shows the appeal decision letter mailed to the primary address on file for "Brandon Grubbs."



Process Appeals - Notify Appellant

Daily Settlement & Financial Reconciliation Options

Passport's robust financial processes and proven reconciliation practices ensure full compliance, accuracy, and accountability in managing the City's financial operations.

Passport's portal includes a number of financial and accounting reports that will allow the City to perform reconciliation and remuneration check processes to audit transaction activity. Passport's Settlement Period Summary Reports for parking transactions, citations, and permits will be highly useful for a City financial/revenue manager to reconcile financial activities on a daily, monthly, or quarterly basis.

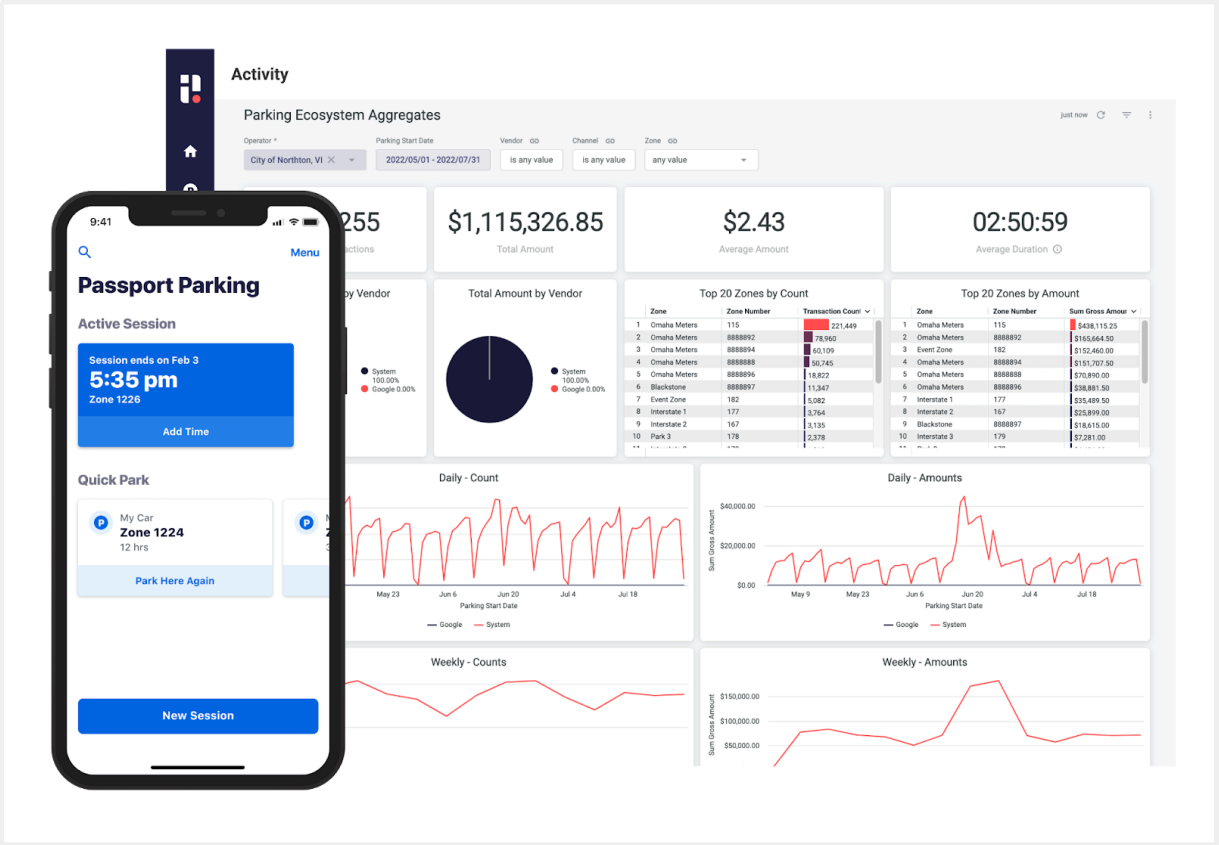
Below are several data points that are included in this report:

- Transaction Revenue
- Convenience Revenue
- Gross Processing Revenue
- Transaction Fees
- Gateway Fees
- Merchant Processing Fees
- Net Settlement
- Total Transaction Count

By continuing to partner with Passport to act as the Merchant of Record, the City gains access to the comprehensive Settlement Period Summary report. When paired with Passport's detailed Transaction report, this powerful combination delivers exceptional transparency and insight into all financial activity, providing the City with precise, reliable, and actionable financial data to support its operational and accounting needs. Please see the *Mobile Pay Reporting* section on *page 100* for more information on this report, our Parking Transaction Report and several others.

b. Provides a customer-friendly, easy-to-use system that eliminates trips to City offices or phone calls to City staff to address routine transactions and/or appeals. This includes the use of signage to provide clear directions to parking locations and payment options

Passport's Parking Application ("Passport Parking") is an industry-leading mobile pay parking solution that makes it easy for customers to park and pay digitally. Customers will continue to experience a seamless digital parking transaction via Passport's parking app, **eliminating trips to City offices or phone calls to City staff to address routine transactions**. City staff will be provided with Passport's portal, a robust back-end system for real-time parking management.



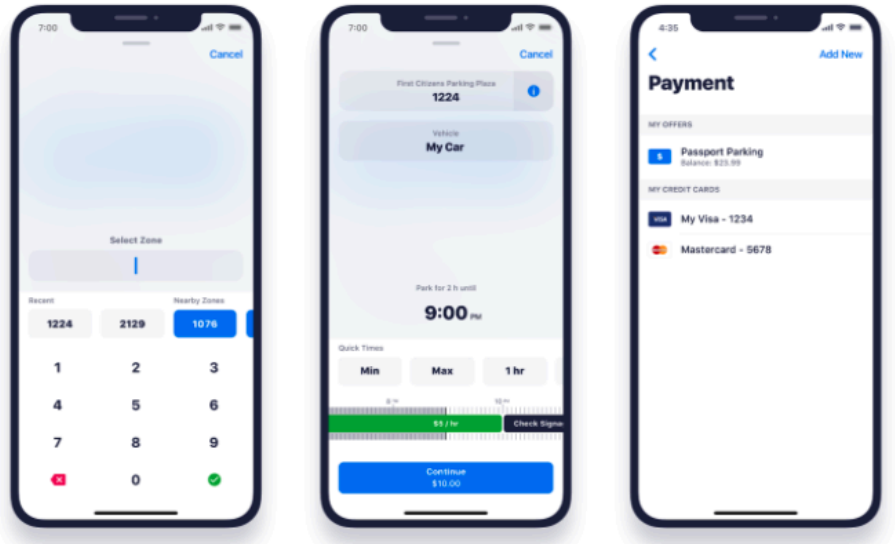
Passport Parking Application Dashboard

The application provides the framework to create a simplified and seamless customer experience, resulting in greater parking compliance and an increased likelihood of using the app to park again.

With Passport's mobile parking payment solution, customers will be able to:

- **Register for an account** in less than 1 minute with progressive profiling. By collecting the minimal amount of data needed (valid email/phone number and payment info), customers are registered and ready to park in no time!
- **Initiate and extend parking sessions** [simplified based on zone, vehicle license plate number (LPN), or parking space] without returning to their vehicle.
- Add **account information,** including multiple vehicles, payment options, and profile details.
- **Save time** through shortcut features that recognize customer parking patterns and leverage GPS location to streamline the user experience.
- Receive a **receipt** for each session detailing charges and access their entire parking history from the app account page.
- **Access support** through an in-app FAQ page and a "Contact Us" option to submit a help request to Passport's Product Support team.

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com



Select Zone, Duration, and Payment Type Screenshots

Alternative Parking Options

In addition to the Passport Parking App, the City can provide alternative parking options to their customers to facilitate a parking session, described on the following page.

ALTERNATIVE PARKING OPTIONS

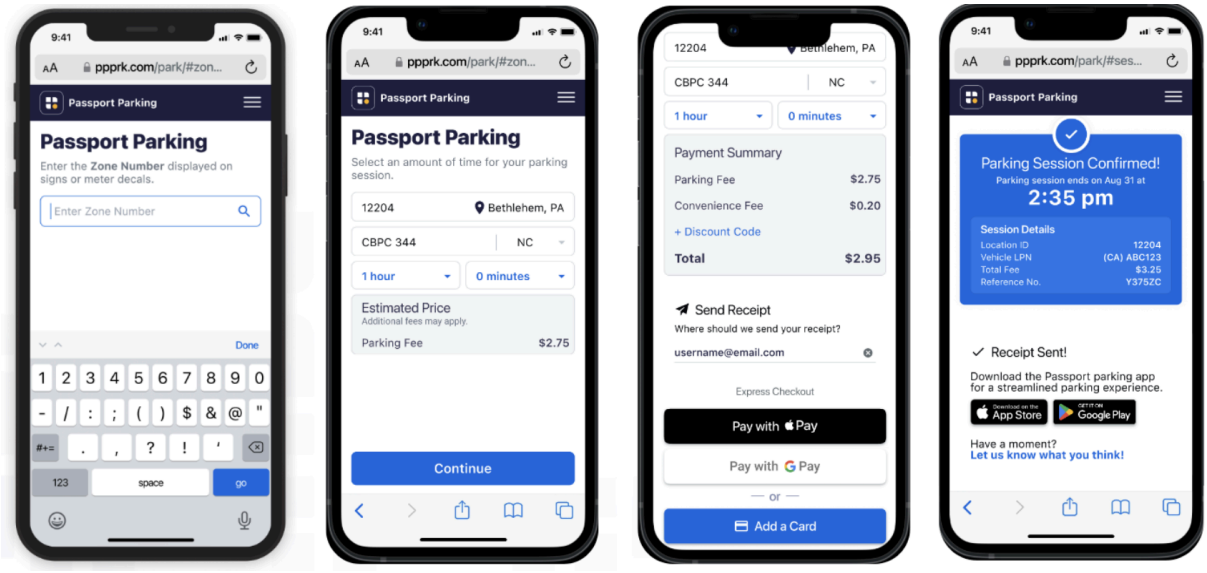
Guest Checkout

Customers can initiate a parking session without downloading the app by using Passport's **Guest Checkout** features. Guest Checkout allows users to pay for parking through a mobile-friendly web experience without the need to create an account or log in. There are three ways to access Guest Checkout:

- **Text to Pay (T2P):** Users send a designated zone number via SMS to a short code. In response, they receive a direct link to launch the Guest Checkout flow in their mobile browser.
- **QR Code:** Users scan a QR code posted on signage in the zone. The code links directly to the same Guest Checkout experience for that specific zone. However, we do not recommend using physical QR codes due to the increasing risk of fraudulent activity associated with them. If QR codes are requested, Passport strongly recommends the use of dynamic or digital QR codes (e.g., presented within a secure app or website) to help minimize potential misuse and security vulnerabilities.

  Passport expressly disclaims all liability related to the use of QR codes. The City assumes full legal and operational responsibility for any fraudulent activity, misuse, or security or data breaches that may arise from their deployment or distribution.
- **Manual URL Entry:** Users can manually enter a web address (printed on signage) into their browser, which takes them directly to the Guest Checkout flow.

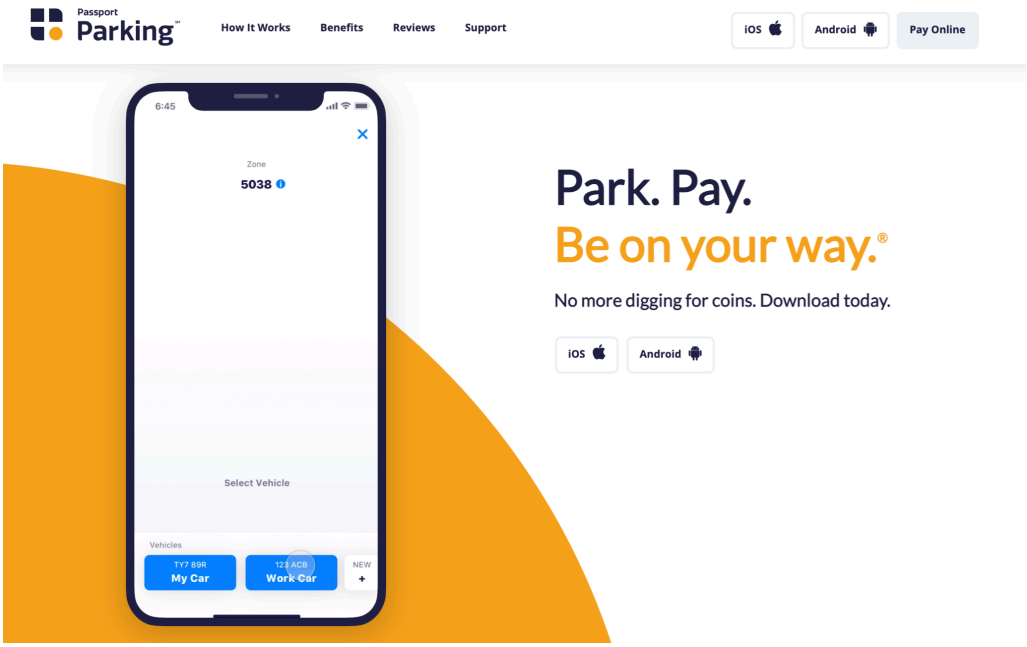
These are simply different access points that all lead to the same secure, streamlined Guest Checkout experience. No app download or account creation is required.



ALTERNATIVE PARKING OPTIONS

Web Browser

Passport also provides a mobile-optimized companion website that will mimic the look and feel of the Passport mobile application for users with alternative platforms (e.g., Blackberry, Windows Mobile, etc.) or who do not wish to download an app. This website is accessible via all modern web browsers and will provide access to all the same core features and functionality, ensuring the same end-user experience. Customers can register for a Passport account via desktops, tablets or other mobile devices. It can be accessed using Text to Pay, QR code, or manual URL entry.



Registration via IVR

Passport will provide an IVR solution to accept parking payments via phone call. The City will have the ability to procure a toll-free phone number, and Passport will program the phone line with its IVR call tree to prompt callers to register and pay for parking sessions. If an account has already been established for the incoming number, the IVR system will recognize and initiate a session using that account information. IVR is available in English and Spanish.

Payment Options

City parkers can use a variety of payment methods, including all major credit cards (Visa®, MasterCard®, Discover®, and AMEX®) and credit-card issuer-backed debit cards, a digital closed-loop wallet program, Apple Pay®, and Google Pay™. Passport is also listed as a certified gateway provider on both Visa and Mastercard's national registries and is recognized as a sponsored service provider for both companies.

Passport implements tokenization to remove sensitive card details and maintains PCI DSS certification as a Level 1 service provider by all major card networks.

Google Pay and Apple Pay are also available as additional payment options to pay for single transactions or to fund a Passport Parking wallet through Passport merchant services.

Signage & Decals

Passport currently provides Passport-branded signage to the City, making parking as simple as possible for City customers. As we strive to provide ongoing support, Passport would like to offer a comprehensive review of the City's environment, delivering preliminary insights and recommendations concerning signage and decals. Additional signage and decals may be purchased at any time upon the City's request. Should the City elect to upgrade to Passport's Guest Checkout functionality, updated signage reflecting this enhancement will be provided as well. This approach instills parking legitimacy to customers, future-proofs for the addition of other mobile pay parking options and makes the identification of parking easier for City customers.

APP SIGNAGE - QR CODE	APP SIGNAGE - TEXT TO PAY	ECOSYSTEM SIGNAGE
		
Current Passport Branded App Signage	Passport Branded Application with Text to Pay Information	Passport Branded Application with QR Code

App Signage Examples

c. Offers an easy-to-use data management interface that minimizes manual data entry.

Passport's powerful back-office portal, accessible on any desktop or mobile device, serves as the City's central administrative hub, offering real-time system management and support that minimizes manual data entry. Through this portal, the City can manage parking rates, resolve transaction disputes, configure digital wallets, and monitor zone-specific activity.

Built-in dashboards, visualizations, and advanced search tools support data-driven decision-making and streamlined customer service.

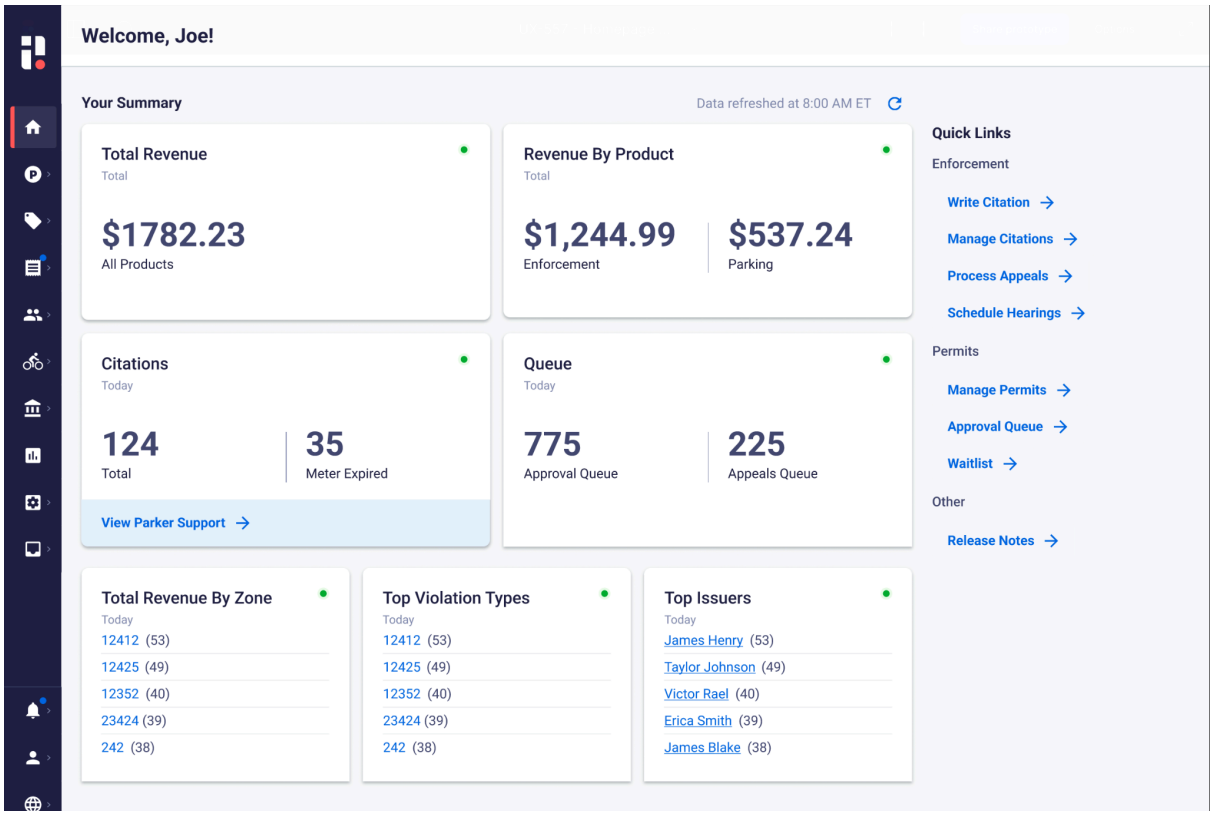
Within Passport's portal, our reporting platform presents a user-friendly data management interface, streamlining operations and minimizing the need for manual data entry. The data stored within the back end will be accessible for users who will have access to reports and dashboards to help visually track key data points and performance throughout the City's different parking locations. Users will be able to apply filters to create their own data views to see the data they desire, whether that is officer performance, citation density, violation and patrol insights, or financial and accounting data.

Additionally, all citations issued by the enforcement software (OpsMan Mobile) will feed into the back-end portal for tracking and reporting, eliminating manual data entry. ***Passport offers tools to help supervisors oversee PEO activity in the field as well as a comprehensive reporting stack to view trends and track performance across the entire enforcement platform including issuance, payments, appeals, correspondence, and more.*** The portal's reporting capabilities and unique data visualization tools can help the city to analyze the parking environment and make data-driven decisions based on daily, monthly, and even yearly trends.

d. Provides on-demand and structured reporting of revenues, transactions, and parking data, including utilization, turnover rates, and enforcement trends.

Passport's 100% cloud-native portal, delivered as a SaaS solution within Passport's managed AWS infrastructure, provides the City with a centralized, real-time view of its parking ecosystem. Upon login, users access a dynamic dashboard offering a comprehensive snapshot of parking operations, including transaction volumes, average session values, and total net revenue. These metrics can be easily filtered by zone or date, enabling City staff to monitor performance across locations and quickly identify trends—such as month-over-month revenue increases.

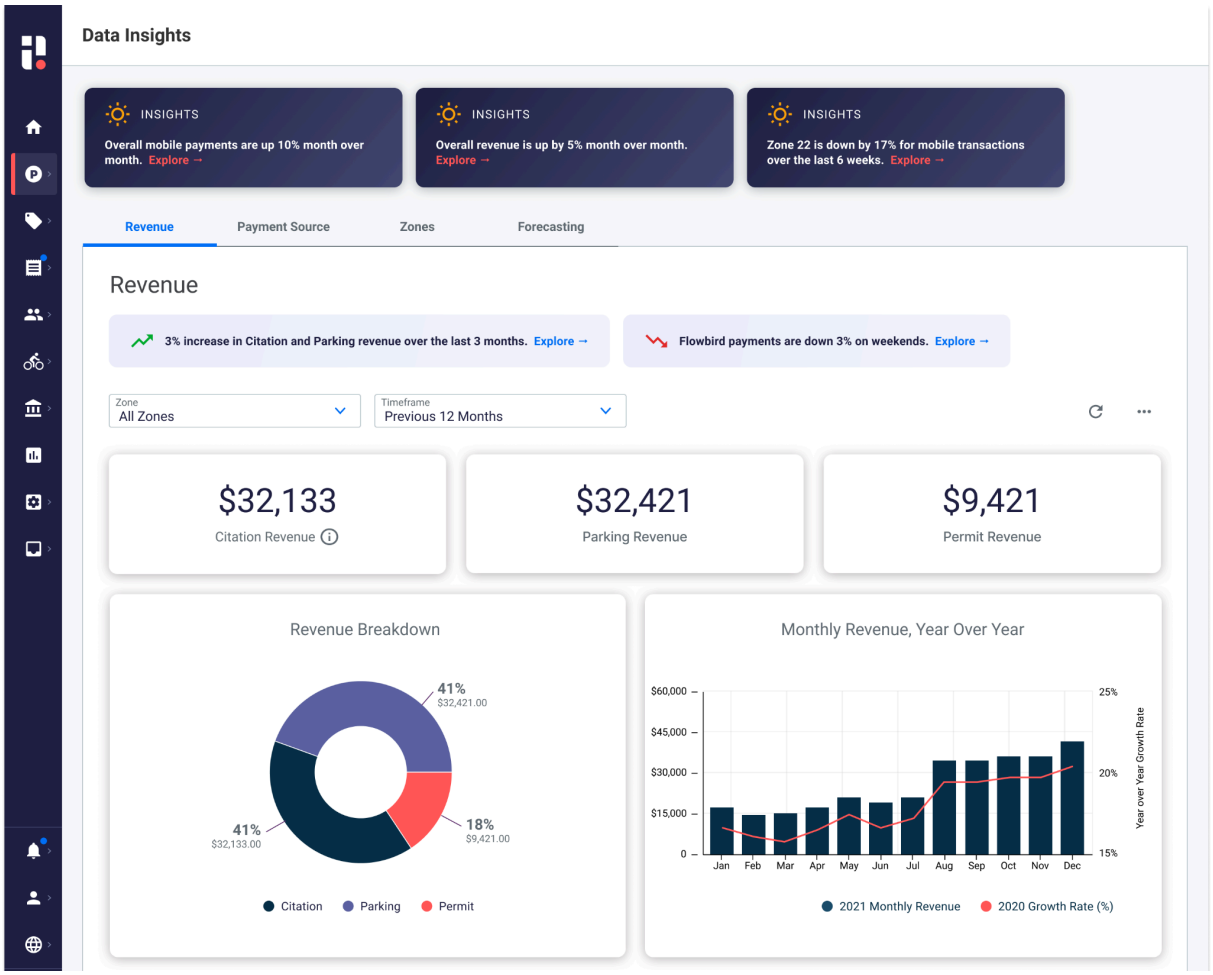
As Destin's parking and enforcement partner, Passport can consolidate data from diverse sources—including meters, mobile apps, and curbside infrastructure—into a single, integrated platform. This eliminates data silos, reduces operational complexity, and equips departments with the insights needed to support broader goals around safety, equity, sustainability, and curb management. With a robust reporting engine and open API architecture, the platform is both scalable and future-ready—ensuring long-term compatibility with emerging technologies.



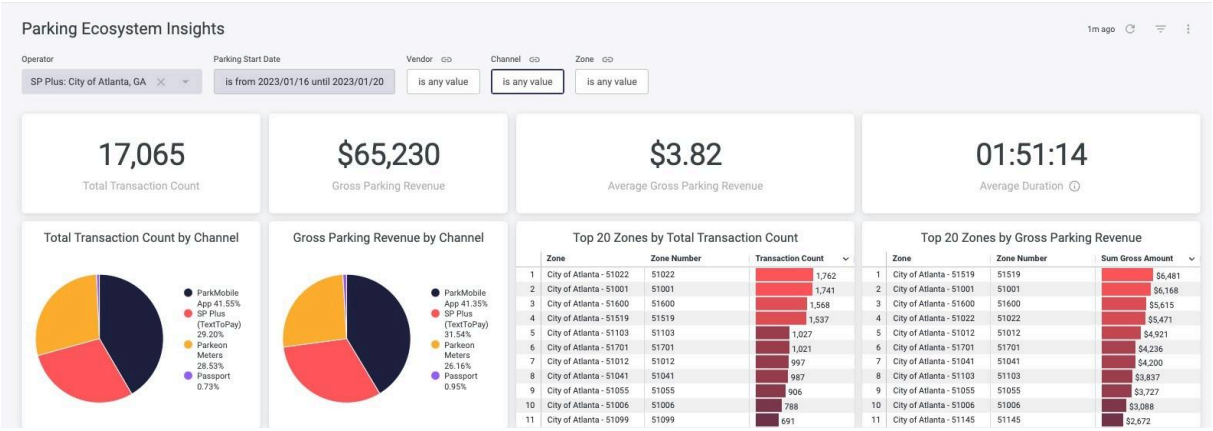
Parking Homepage Dashboard in Passport's Portal

Data & Parking Ecosystem Insights Dashboards

Passport's platform enables users to monitor and analyze revenue data across enforcement, parking, and permits—delivering a unified view of financial performance. Users can easily visualize trends and access cross-channel revenue breakdowns through Passport's Data Insights and Parking Ecosystems dashboards to support data-driven decision-making and operational transparency. Please see the following images for additional details.



Data Insights



Parking Ecosystem Insights -Meters & Other Sources

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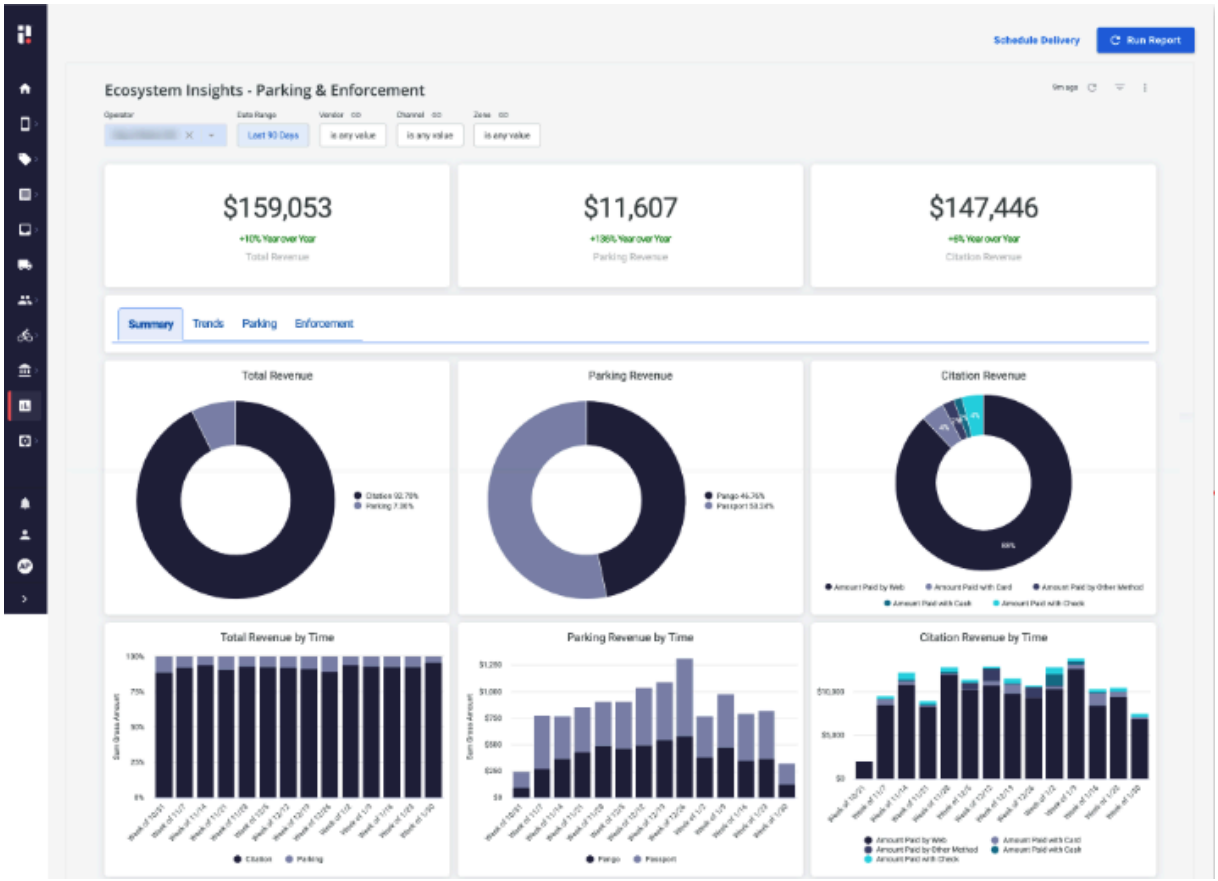
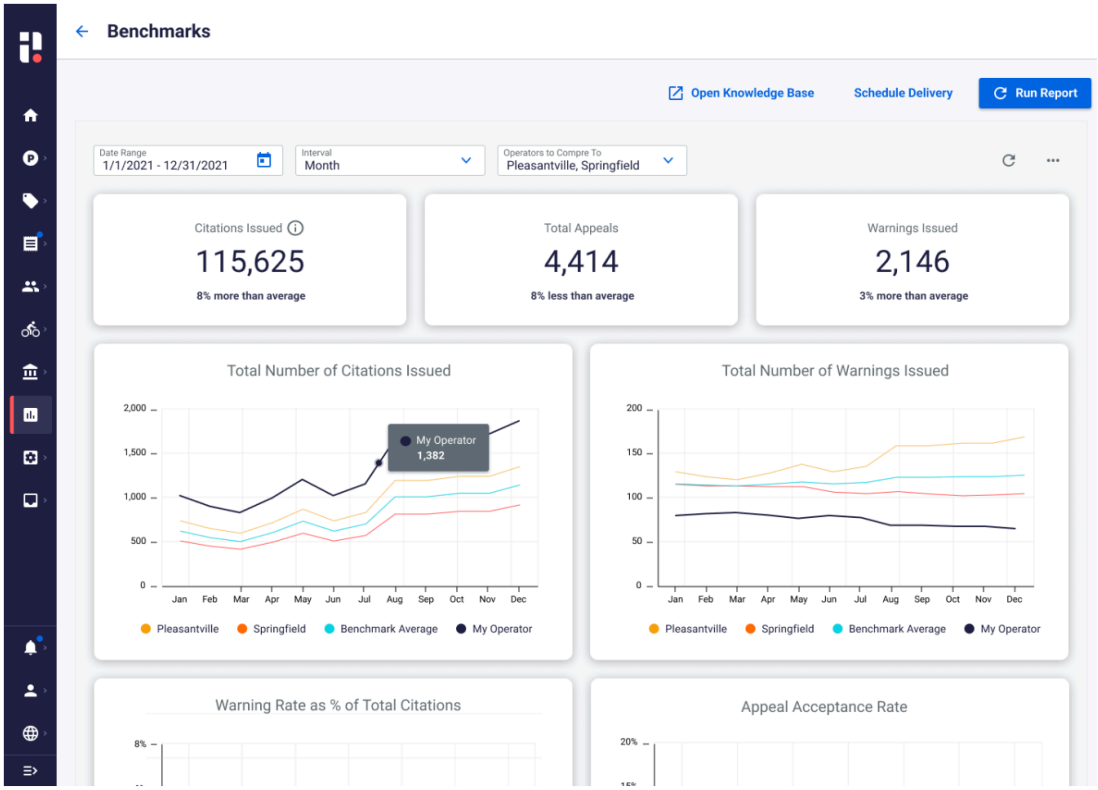


Ecosystem Insights - Parking & Enforcement

This centralized solution allows the City to access all its data in one location. Additionally, the City will have the opportunity to provide feedback for enhancements to the home dashboard and to identify other intelligence features it would like to access.

Benchmarking

Passport also offers a Performance Benchmarking solution that enables cities to leverage data from other cities and compare their outcomes to make better informed decisions that can influence policy. It also provides cities with data-driven points of reference to compare its operations and outcomes against other cities, and apply those insights to make more informed decisions that help achieve their goals and objectives. See image below:



Benchmarks Dashboard

With our Performance Benchmarking solution, **Passport's City Profiles** help capture the information needed from cities to aid in like-for-like comparisons between municipalities. Without this information, municipalities struggle to determine who their peers are. The City Profiles product lives in Passport's portal and relies on data-sharing to influence behavior and outcomes. See image below:

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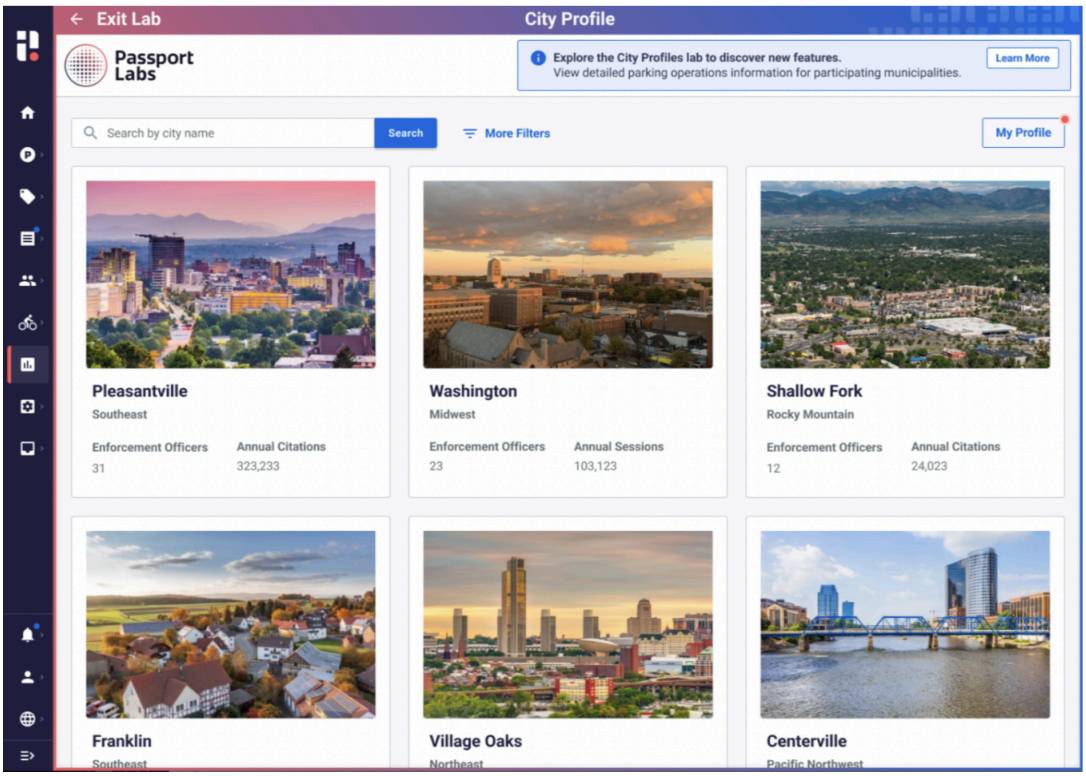


City Profile page

Mobile Pay Reporting

Passport's portal also offers data reporting and business intelligence tools to draw actionable insights on the City's parking environment that can help inform parking policy changes, make data-driven decisions, and innovate technology to serve its community at the highest level.

**Screenshots and additional details are included on the following pages.*

REPORT	DESCRIPTION
Parking Transaction Report*	Pulls a list of parking transactions based on applied filters, with details for each transaction.
Settlement Period Summary Report*	Represents process volume and revenue by day for parking and will provide users with the exact quantity and value of merchant processing fees, gateway fees, chargebacks, and refunds that have gone into the "Net Settlement" amount.
Revenue Report*	This report provides aggregated parking revenue metrics from three perspectives: a *Total Summary*, a *Daily Total Revenue Report*, and a *Summary By Zone Revenue Report*.
Daily Total Revenue Report*	Aggregates cost, transaction, and revenue figures for a specific date the transactions were settled.

REPORT	DESCRIPTION
Transaction by Customer Report*	Provide a list of transactions related to a single customer.
Invoice Details Report	Provides information for a given monthly invoice for the City. For specific details, users can access an *Invoice Detail* report which provides a comprehensive look at key metrics on cost, fees, and revenues for a specific invoice.
Transactions by Merchant Report	Provides a comprehensive revenue breakdown of parking transactions and refunds under the following product offerings, Passport Mobile Transactions, Third-Party Application Transactions, Wallet Transactions, and Events.
Suspended Account Attempts Report	Provides the time/date for attempts made to access accounts that were suspended.
Utilization By Space Report	Provides users with insight on the transactions among specific zone spaces. This view is unique as it provides granularity into how many parking transactions occurred in a specific parking space.
Transactions Paid by Validation Report	Provides a comprehensive list of parking transactions in which customers used a merchant validation to subsidize their parking session cost.
Voids and Refunds Report	Provides details for any transactions that were voided or refunded.
Wallet Transactions Report	Provides insights into parking transactions that were paid via wallet.
User Report	Summarizes new and unique user activity of the mobile payment solution

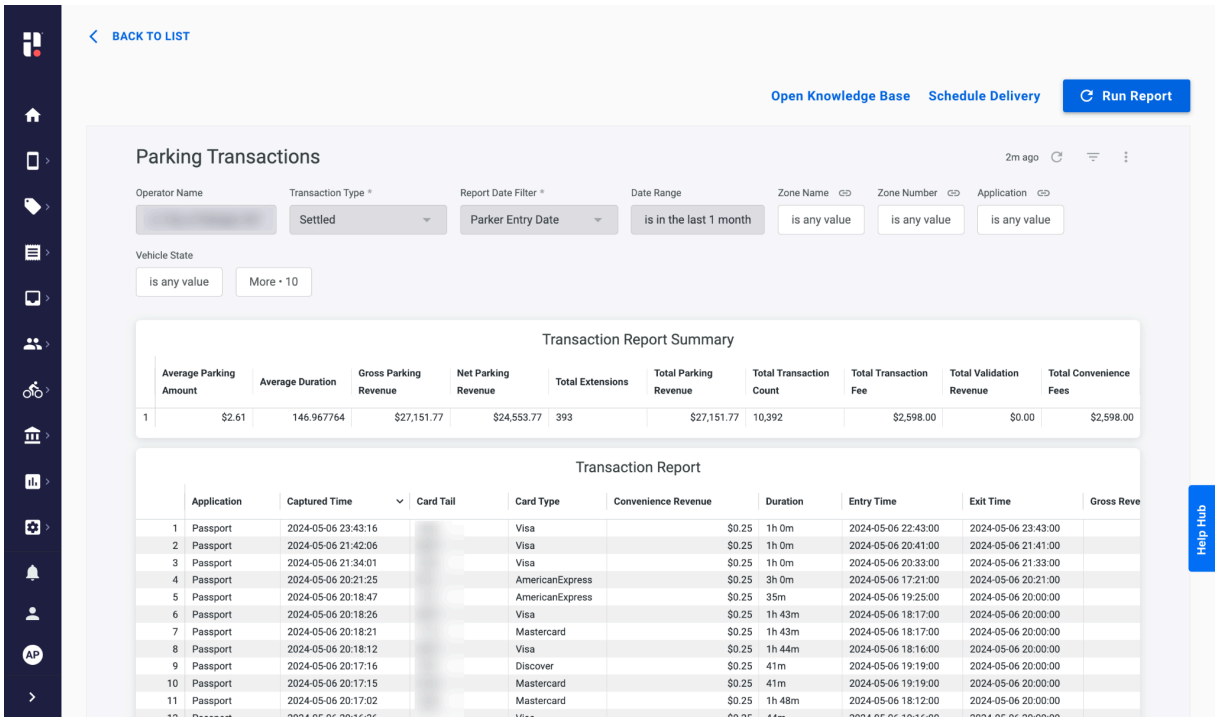
Mobile Parking Payment Reporting Capabilities

Parking Transaction Report

This report pulls a list of parking transactions based on applied filters. There are two perspectives available for Transaction Report Summary and Transaction Report.

- **Transaction Report Summary** provides calculated totals and averages based on filtered transactions such as Total Net Revenue or Total Transactions.
- **Transaction Report** provides transaction-level details such as entry time, space number, number of mobile payment extensions or Parker ID.

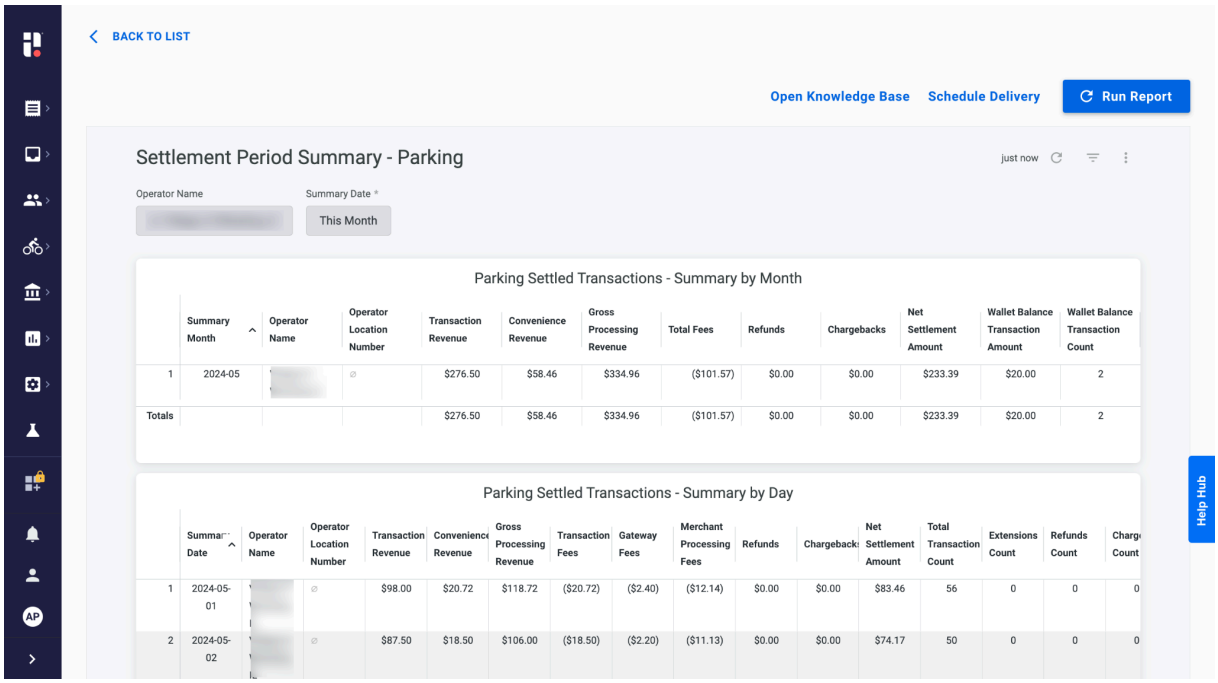
This report can be filtered to show a select period of time and displays every single transaction that took place using Passport's mobile parking payment application, in addition to a quick summary at the top of the page. When this report is in "Reconciliation Mode," the report will only show transactions that fall within the settlement periods for the selected days. This means the City financial staff will know exactly what transactions contribute to the net settlement amount.



Parking Transaction Report

Settlement Period Summary Report

Passport's Settlement Period Summary report will highlight any changes to the total amount provided within the Transaction Report (described above). This will provide the City's finance team members with the exact quantity and value of merchant processing fees, gateway fees, chargebacks, and refunds that have gone into the Net Settlement amount. The Net Settlement Amount within this report is the exact amount of money that will be deposited into the City's bank account. **This gives the City complete accuracy in its financial reporting.**

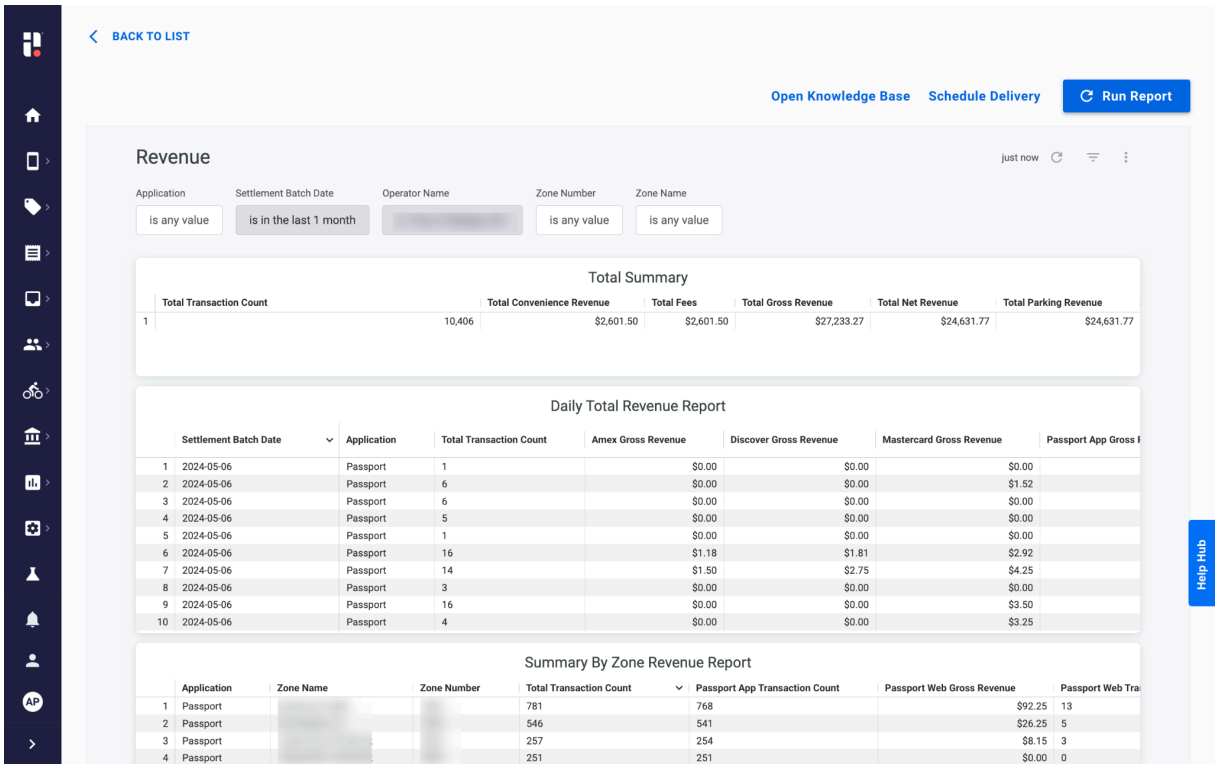


Parking Settlement Period Summary Report

Revenue Reports

Aggregates parking revenue metrics in three perspectives: Total Summary, Daily Total Revenue Report, and Summary By Zone Revenue Report.

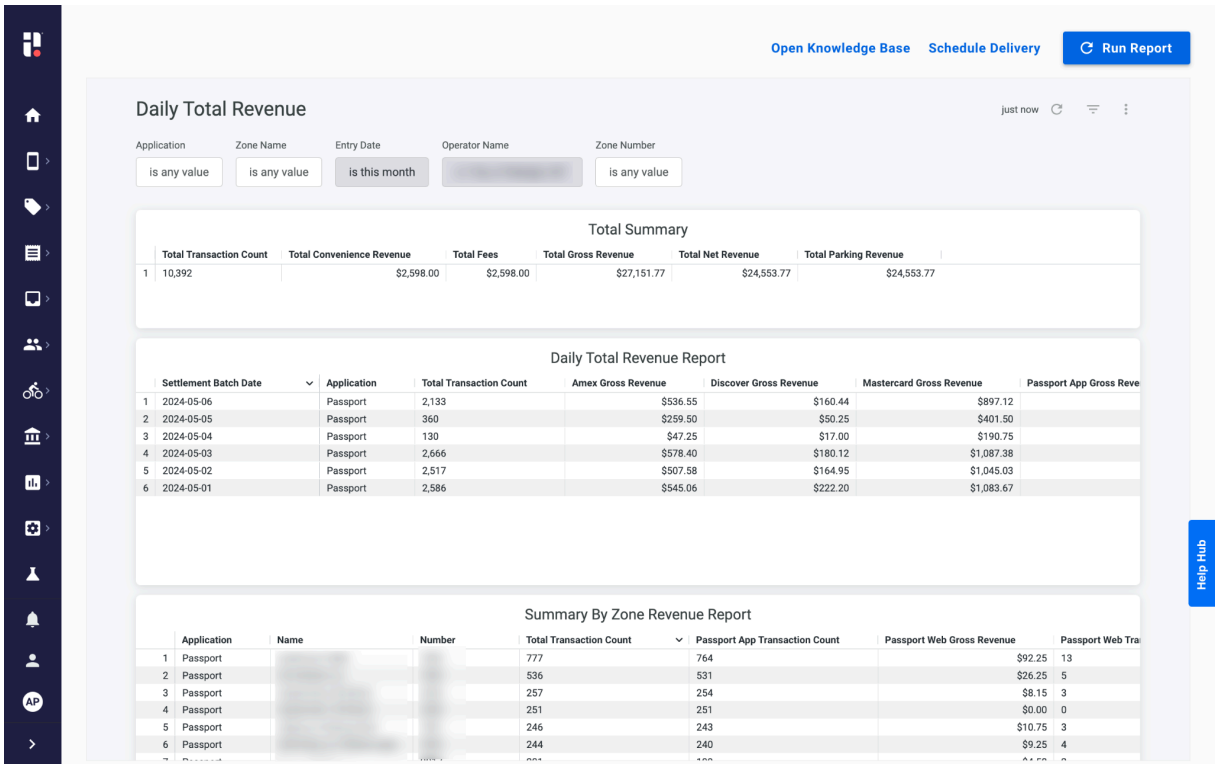
- **Total Summary Report** provides a summary of all parking transactions that meet the filter criteria in the report.
- **Daily Total Revenue Report** provides parking revenue metrics consolidated into settlement batch days. Each row line represents a different date (see more below).
- **Summary by Zone Report** provides parking revenue metrics consolidated into each unique zone where parking transactions occurred.



Revenue Reports

Daily Total Revenue Report

This report will aggregate cost, transaction, and revenue figures for a specific date when the transactions were settled. Each row represents a settlement batch date and the aggregated values associated with the date.



Daily Total Revenue Report

Transaction by Customer Report

This report provides a list of transactions related to a single customer.

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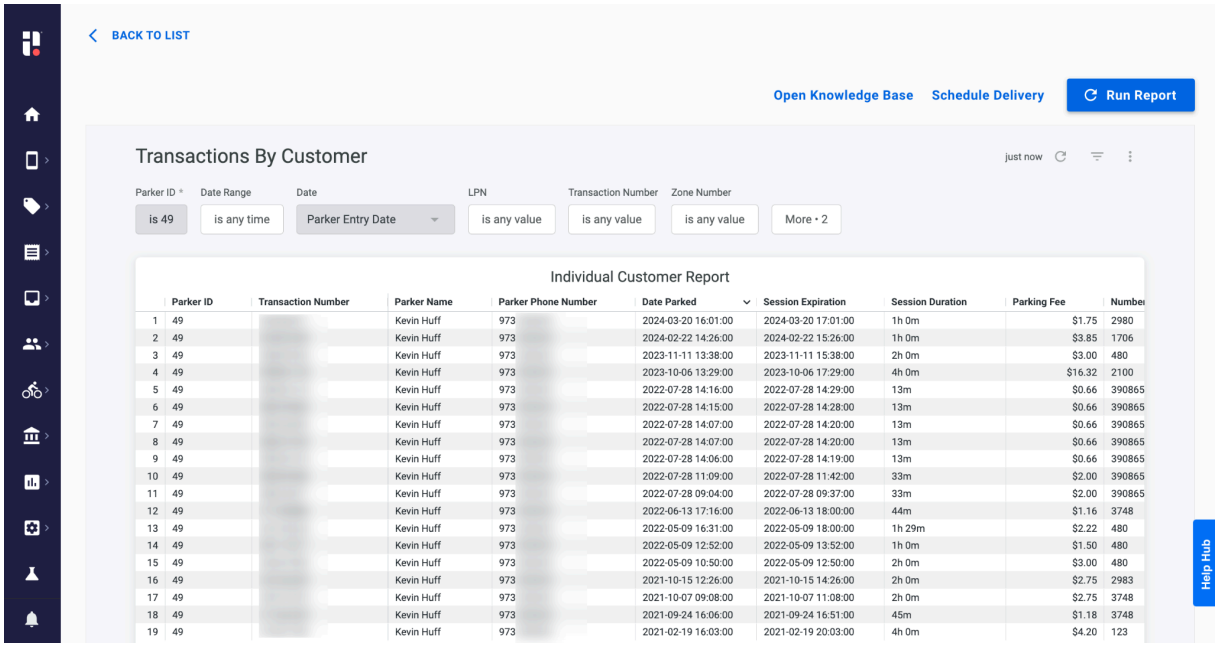


Transactions by Customer Report

In addition to the reports highlighted above, Passport provides access to numerous other reports focused on financial metrics, customer account management, parking validations and more. Passport is more than willing to provide additional report examples if the City is interested.

Custom Reporting

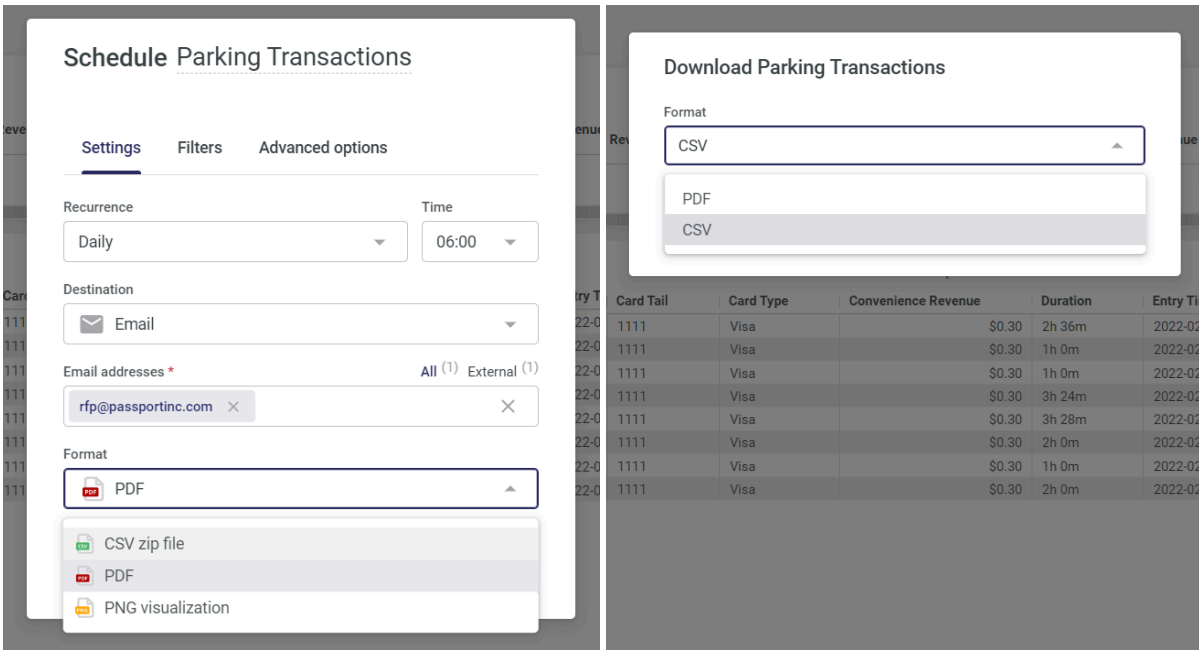
The City has over 100 established and readily available report types across mobile parking payment in its environment. Passport's established report repository typically captures the majority of use cases for its clients. Custom reports are typically available within the same day or a few days of the request, depending on support or engineer capacity or the complexity of the requested report and are subject to a fee at time of request. Passport's report module allows for many self service customizations by the client via a robust selection of report filters as well.

Report Distribution

City staff have a variety of options to share reports, including downloading, sending, and scheduling data to be sent via PDF and CSV formats on a regular cadence. They will also be able to share filter views with other staff via a URL link, provided they have the same user role and access privileges. For example, City staff can apply filters to locate a particular subset of transactions and then save these filters as a "Filter View." The filters will then be available for future searches and sharing, allowing a different staff member to see the same subset of transactions. These collaborative tools make it simpler to share insights and make data-driven decisions across all teams. These reporting capabilities are accessible in Passport's portal and will enable City staff to:

- View reports and data visualizations

- Download data in PDF and CSV formats only
- Send data via email in PDF, ZIP/CSV, and PNG formats
- Schedule data to be delivered via email on a recurring (minute, hourly, daily, weekly, and monthly) basis in PDF, ZIP/CSV, and PNG formats



Data Export & Scheduling Tools

e. Facilitates real-time parking permit management that offers easy access to customer and vehicle information. The solution must accommodate district-based permit pricing.

Passport's technology portfolio includes an end-to-end, web-based parking permit management solution that can be configured for resident (district-based), special events, ad hoc, temporary, commercial or guest use. It comprises 2 different portals:

- **A front-end, online customer portal** for applicants/holders to securely apply, purchase, and manage their commercial or residential permit(s)
- **A back-end, client-facing portal ("Passport's portal")** for the City to manage the entire permitting environment – including adjusting permitting rates, approving applications, reconciling accounts, reporting, and automatically mailing renewal notices.

Passport's Customer Portal

The City will receive a user-friendly customer portal where customers can easily apply for, purchase, renew, and manage their permits.

The customer portal will be completely branded to the City with City colors and logos, and will be configured with its specific permit types, permit cycles, and permissions; the web-based customer portal can be linked from the City's existing website. This customer portal can be reached by any modern browser and is mobile optimized for access by any smartphone with access to the internet. Through this portal, customers can register for an account in under 1 minute.

Customer Portal Key Features

Passport's customer portal includes the following key features:

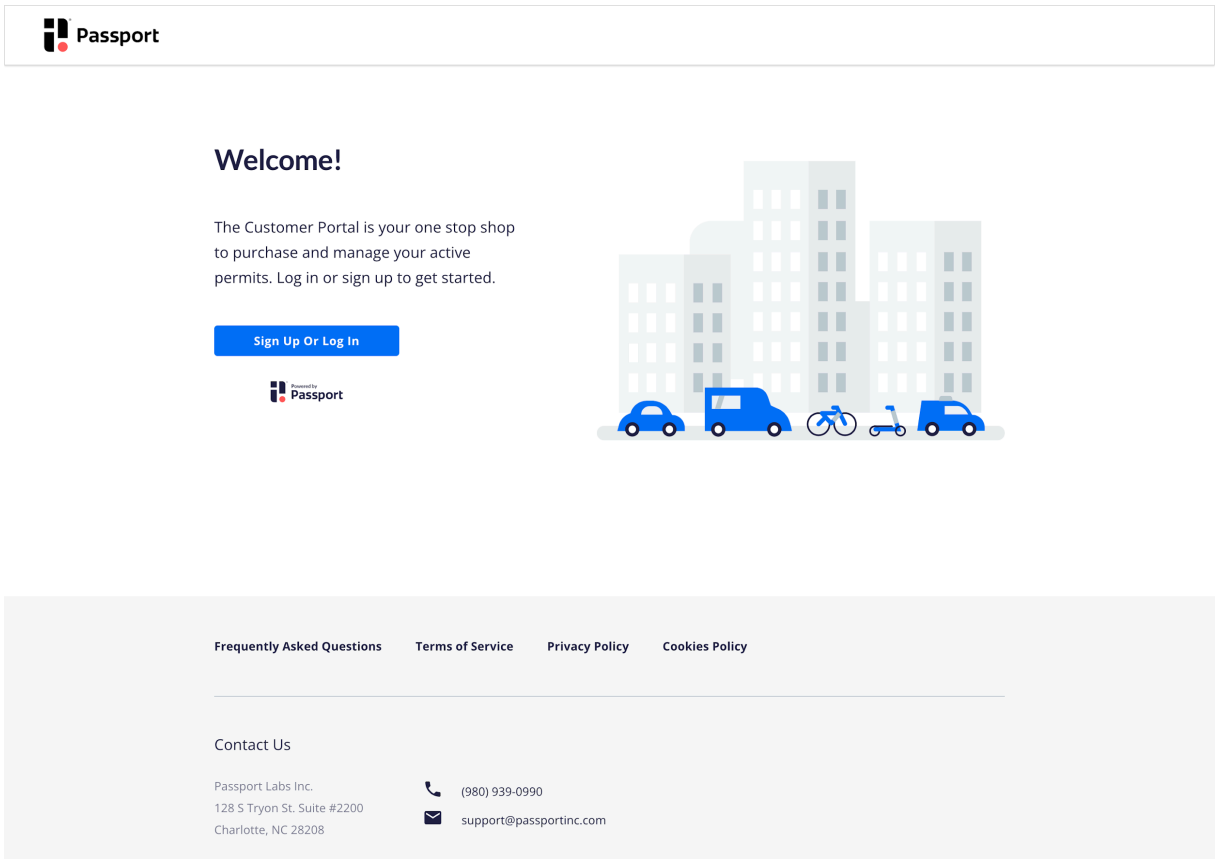
- **Self-Service Account Management --** Permit accounts can be managed anytime from the customer portal. Once logged in, customers are able to view their current permits with options to renew, manage, or change their current permit, as well as add a new permit.
- **Flexible Application Process --** Customers can start and stop their permit application via the "Applications in Progress" option within their account online.
- **Address-Based Eligibility --** Address-based residential eligibility verification can be enabled to ensure that only permits available to that customer based on their specific address are able to be purchased.
- **Seamless Transition --** Passport enables a seamless transition from the City's previous permit management provider so that customers can "Link a Permit," using a Sunset Beach-provided link that pulls in the information from the customer's existing permit with the City's previous permit management provider.

Passport's customer portal can also support walk-in or mail-in permit applications via its back-end "Issue Permit" module, described in the *In-Person Permit Purchase Workflow* section below. The same restrictions and configurations that prevent purchases on the website will also apply to offline transactions.

Regardless of the purchase method, all permits are issued digitally and associated with the customer's License Plate Number (LPN) instead of physical hang tags or decals, eliminating the need to display a permit or interact with physical inventory. All permit records immediately flow into the Passport parking rights system serving as the backbone of our enforcement and compliance solution.

Permit Application Workflow

In the examples below, Passport has included screenshots of the permit application flow for a residential permit; Passport will work with the City to configure the application process for all permit required types.



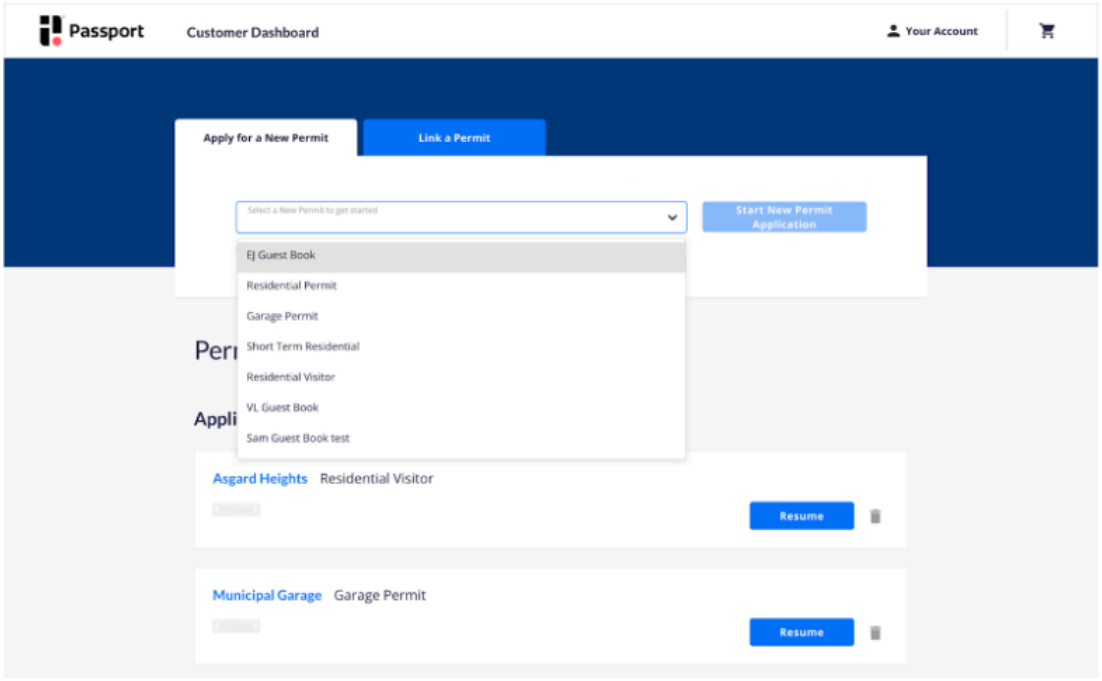
Permit Applications

Step One

From the homepage, applicants will click “Sign Up or Log In” to register their account and apply for permits. To register for an account, the applicant will:

- Enter their valid email address.
- Once entered, Passport’s system will automatically generate a verification code that is sent to their email address.
- The applicant must enter and verify their PIN number to finish creating their account.
- Once verified, the applicant will log in using their credentials to apply for or renew their permits in the future.

When registered and logged in, applicants will have a pre-populated selection of permit types based on the City’s environment.

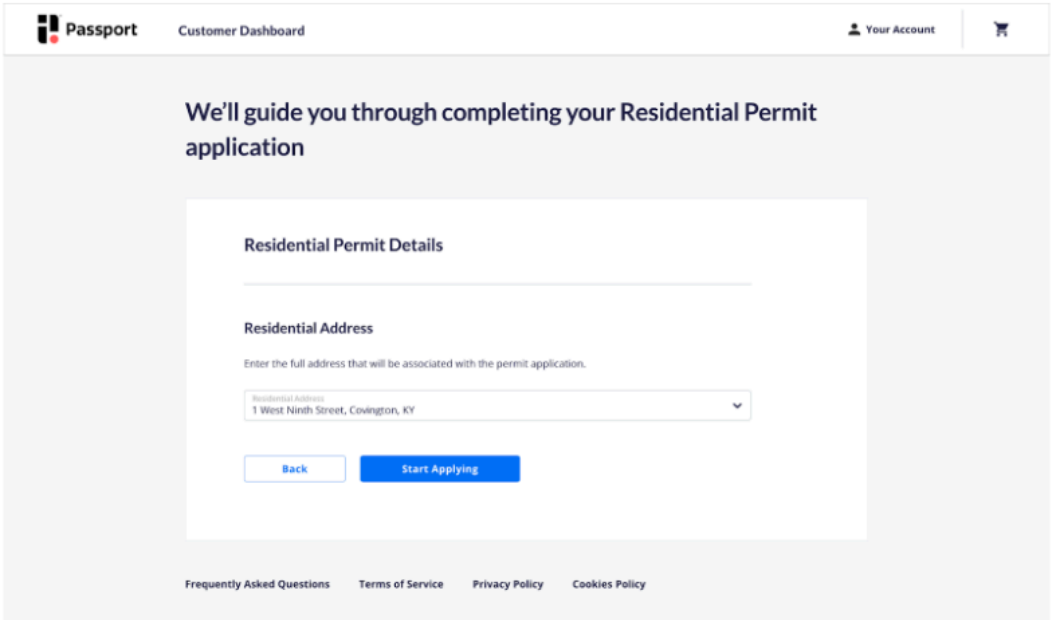


Permit Applications - Select Permit

Step Two
When applying for a new permit, a pre-populated selection of permit types appears based on the City's environment. Applicants do not have to complete the permit application process in one sitting; applications can be paused and saved for later. Applications not completed will be shown in their account; applicants can click "Resume" to pick back where they left off.

Please note: all example screenshots below are for a residential permit application. Each applicant will select their desired permit type, as shown in the above figure *Permit Applications - Select Permit.*

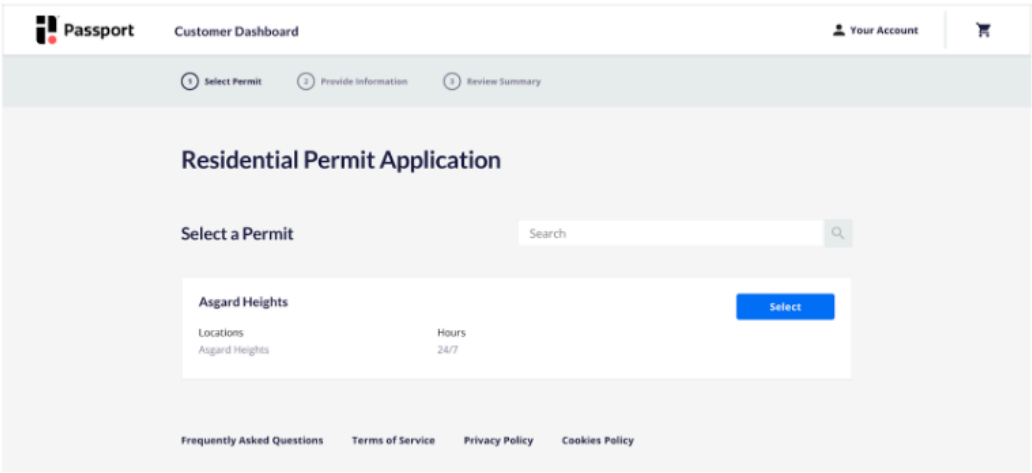
Step Three (Optional)
Address verification is embedded in the application process, meaning that as applicants input their addresses, only permits for which they are eligible will be available for purchase. Eligible residential addresses can be added and maintained as optional through "Address Management" via the "Permits" menu in Passport's portal.



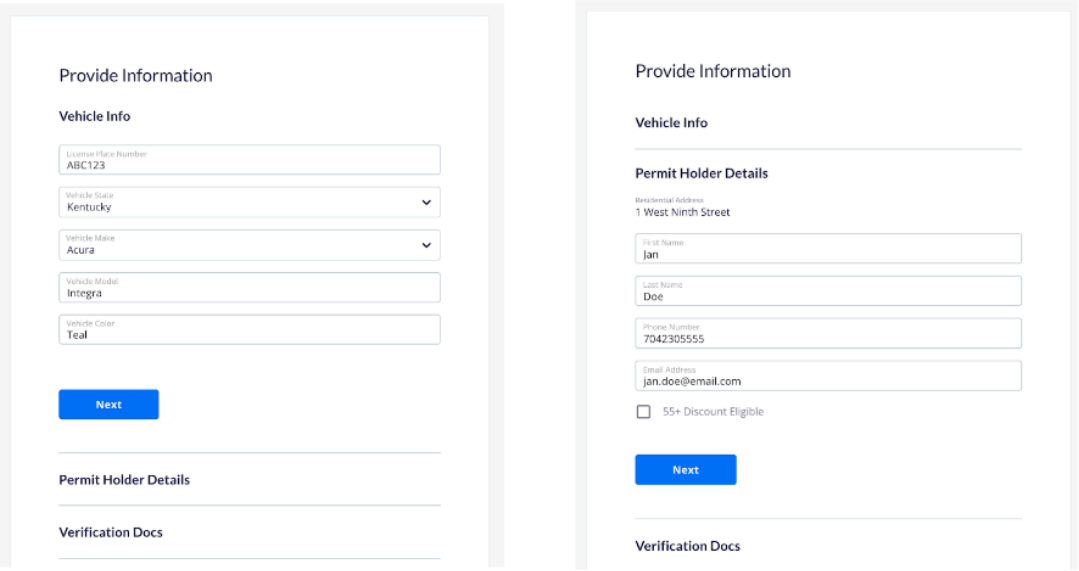
Permit Application - Residential Permit Details

Step Four

Applicants will select the permit they need and provide the required information the City needs, i.e. Vehicle, Permit Holder, Verification information, etc. These fields are configurable based on the requirements of the City..



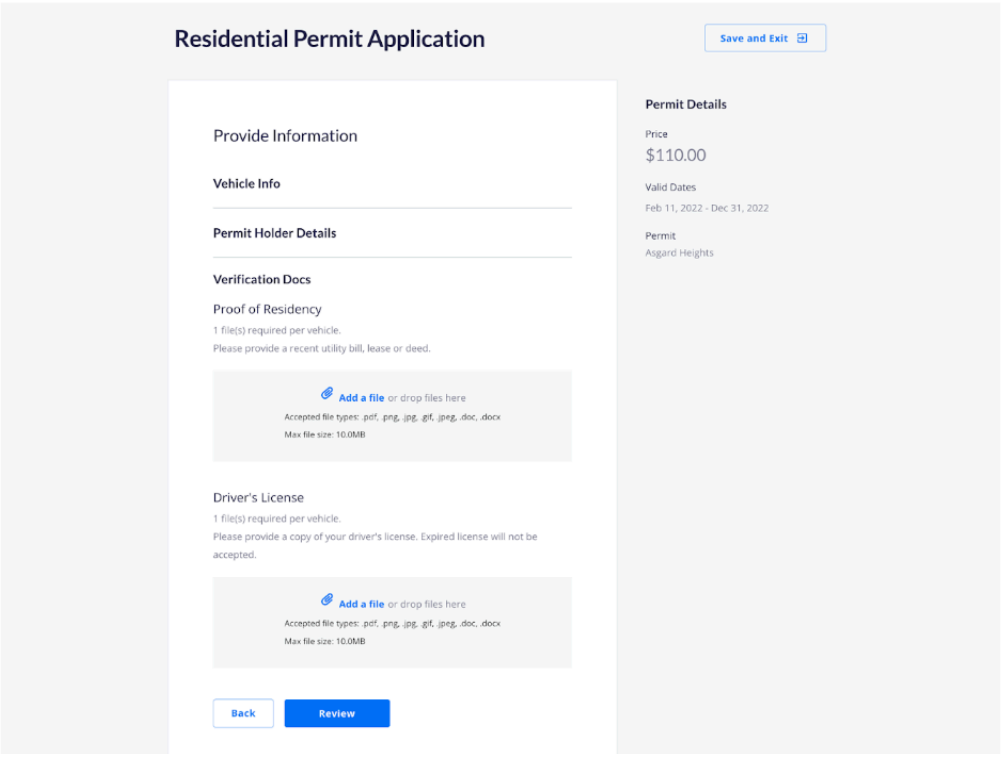
Permit Application - Residential Permit



Permit Application – Provide Information

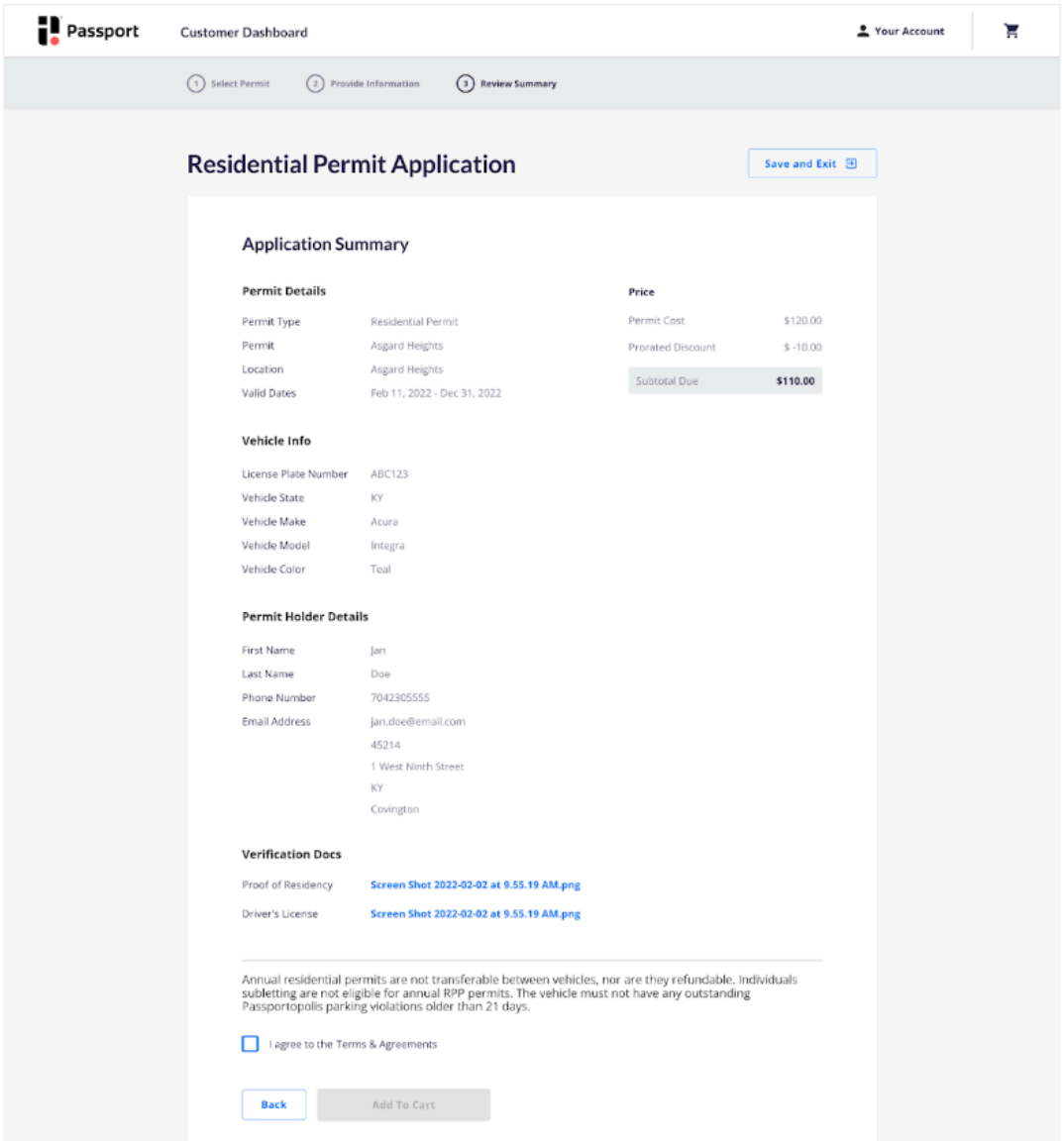
Step Five

Customers will attach documents to support their application. These will feed into Passport's portal for review by an Administrator to verify the status and will remain tied to their permit record for future reference. The City can stipulate the specific types and number of documents that must be attached to their application (e.g., driver's license, lease agreement, utility bill, etc.). The City will use this documentation to confirm whether an applicant is a resident, senior citizen or any other status that affords them a particular permit or price.



Permit Application - Verification Information

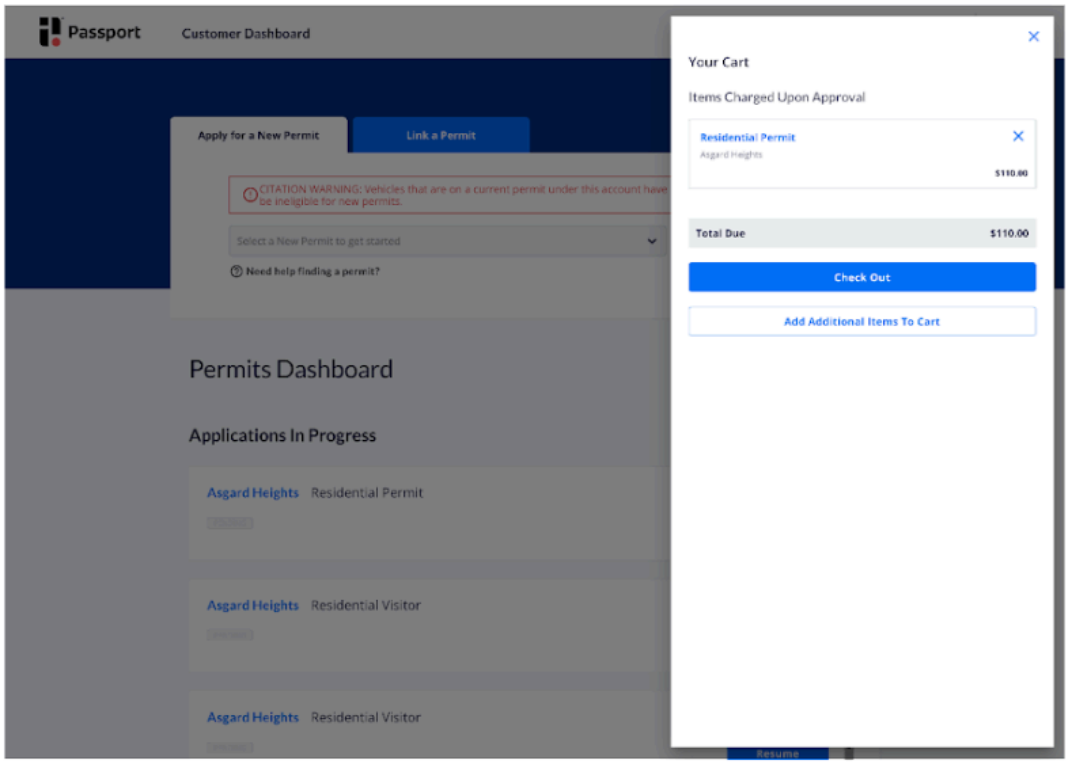
The City can customize the specific document(s) required for the type of permit each applicant is applying for. After inputting all required information, the customer will review their application, accept the terms & conditions and then proceed to the payment screen.



Permit Application - Detail Summary

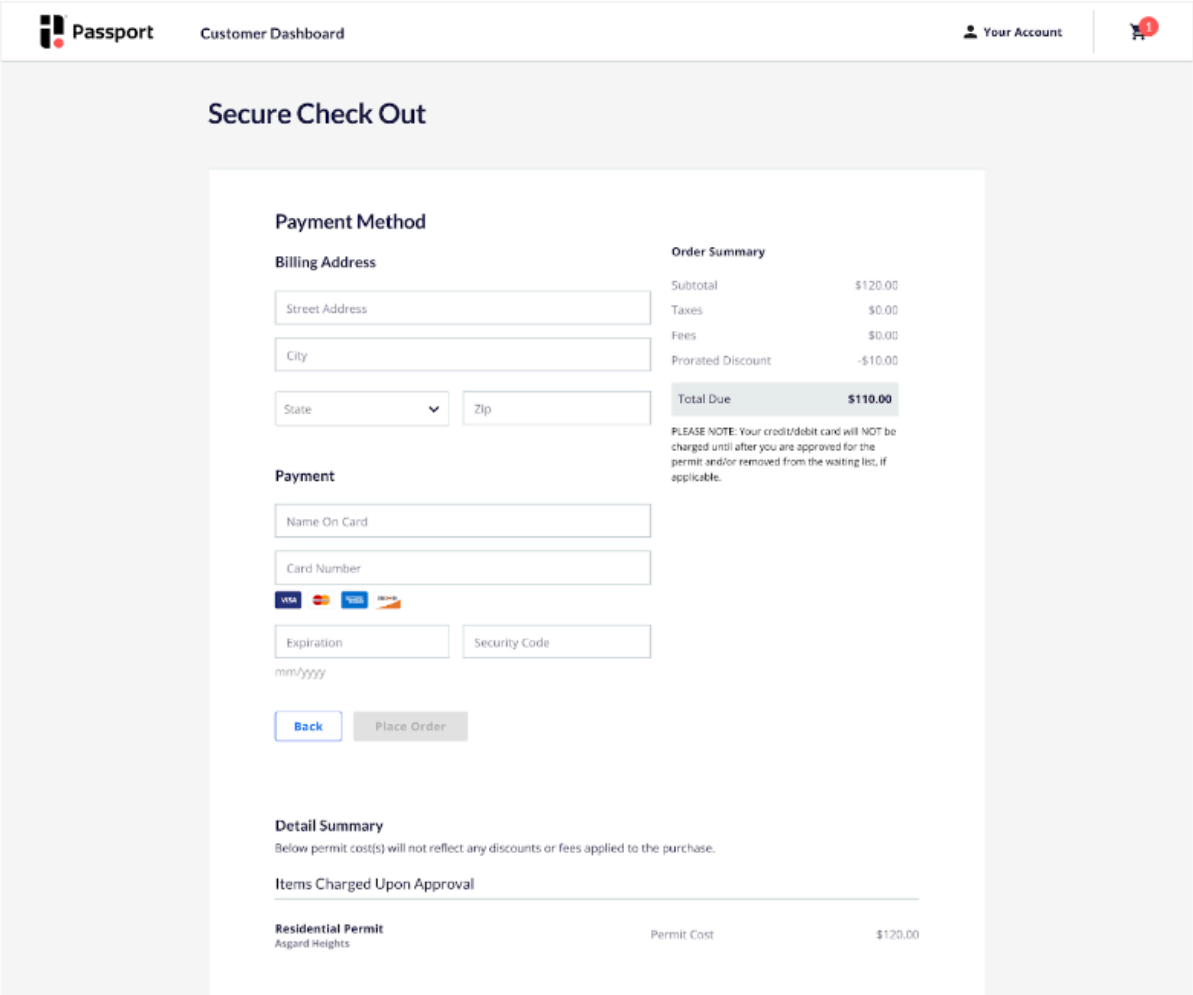
Step Six

Customers can add the permit to their cart and return to the home screen to purchase additional permits, or they can securely check out. The customer portal is PCI-DSS Level-1 certified, ensuring permit payments are processed with the utmost security.



Permit Application - View Items in Your Cart

The customer portal will save any progress if the applicant wants to exit their application to finish later. When revisiting the portal, the customer will select “Applications in Progress” and can resume their application right where they left off.



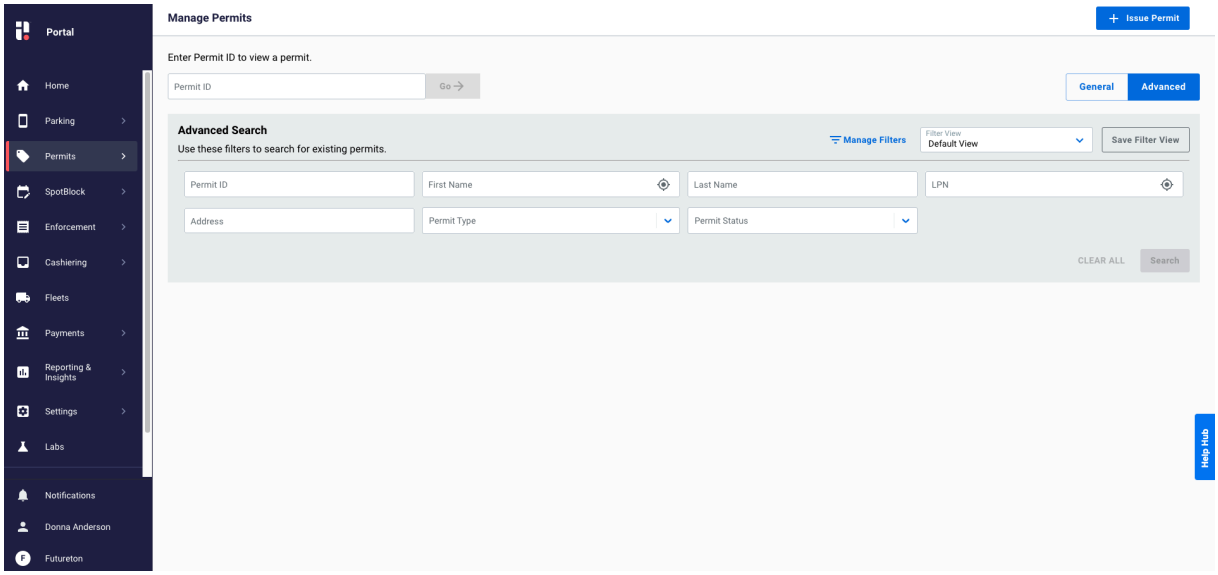
Permit Application - Secure Checkout

Once payment is submitted, all information will flow in real time to the Passport portal, where administrators can approve, deny or request more information to process the application. The applicant will receive a receipt at the email address they used to sign up, detailing permit information and any fees that will be charged upon approval.

Charging upon approval will eliminate the extra step of applicants needing to log back into their account to apply payment, which many applicants miss or forget to do. Once a permit is approved by City staff, it is immediately live, both in the back-end system and within the enforcement software.

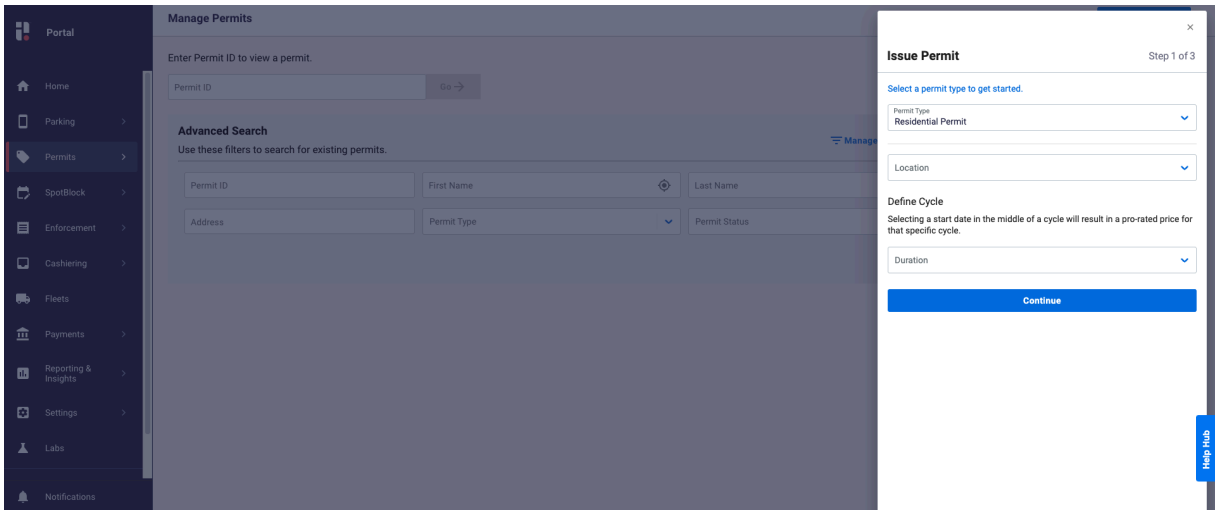
In-Person Permit Purchase Workflow

Passport's digital parking permits system also supports walk-in or mail-in permit payments, allowing City staff to utilize Passport's portal to manually update a permit record for permits that were processed outside of the customer portal. City staff would navigate to the "Issue Permit" functionality, located within the "Manage Permits" section.

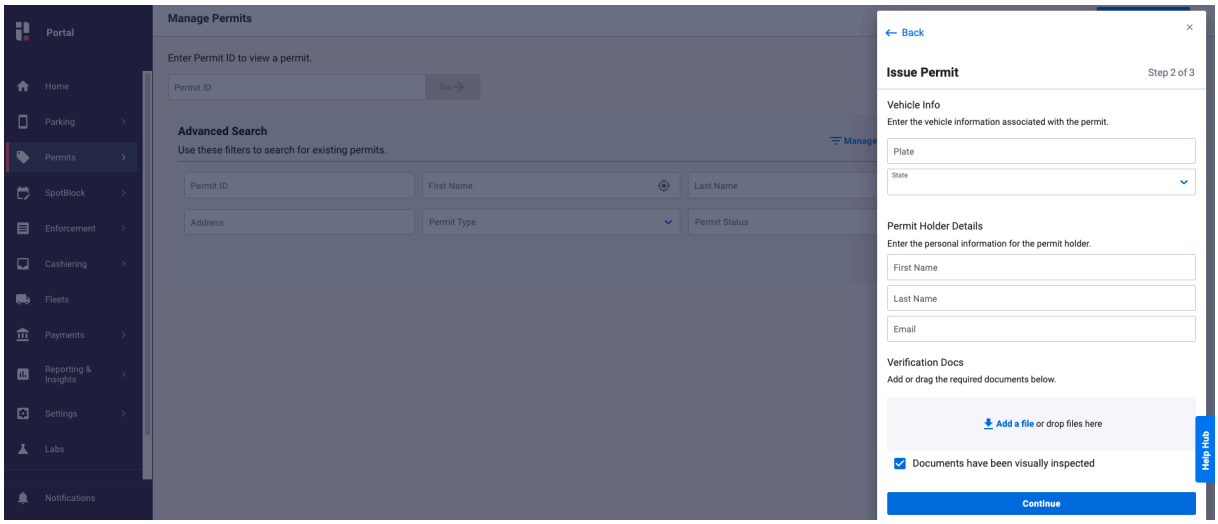


Manage Permits

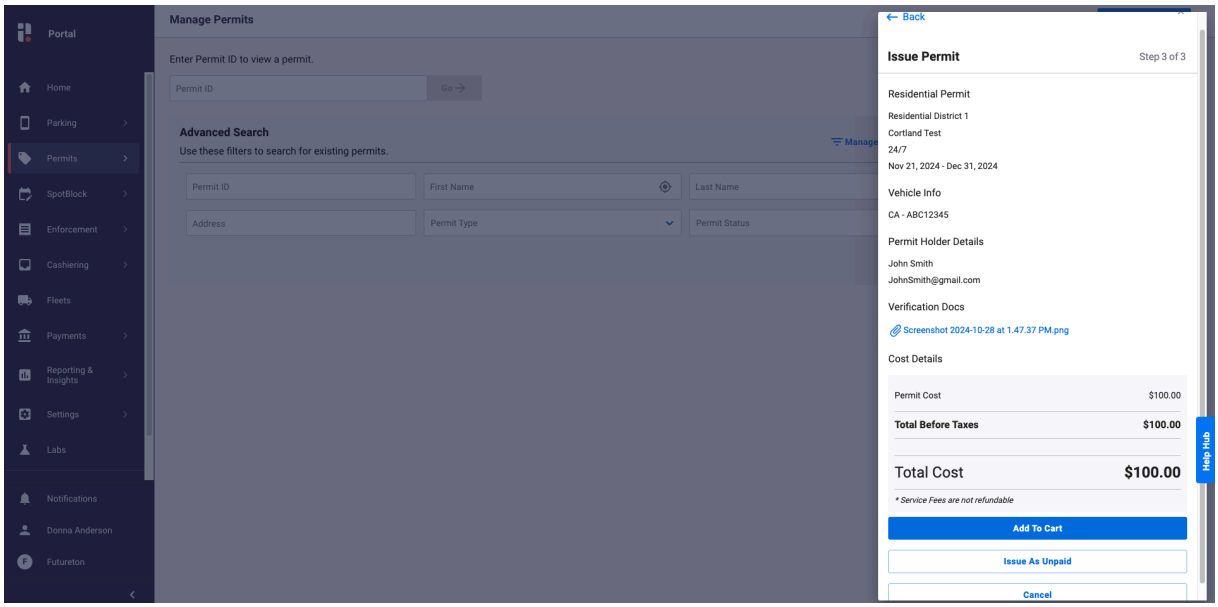
City staff would enter all applicant information typically captured within the customer portal related to the permit, vehicle, and customer. The same address restrictions in place to prevent purchases on the website will apply in over-the-counter transactions. The system will also prevent the manual issuance of a permit by parking staff, should the limit for permits at a given address already be met. Staff will review for eligibility, with the ability to scan and attach a document or image to the manual permit application.



Manage Permits - Issue Permit

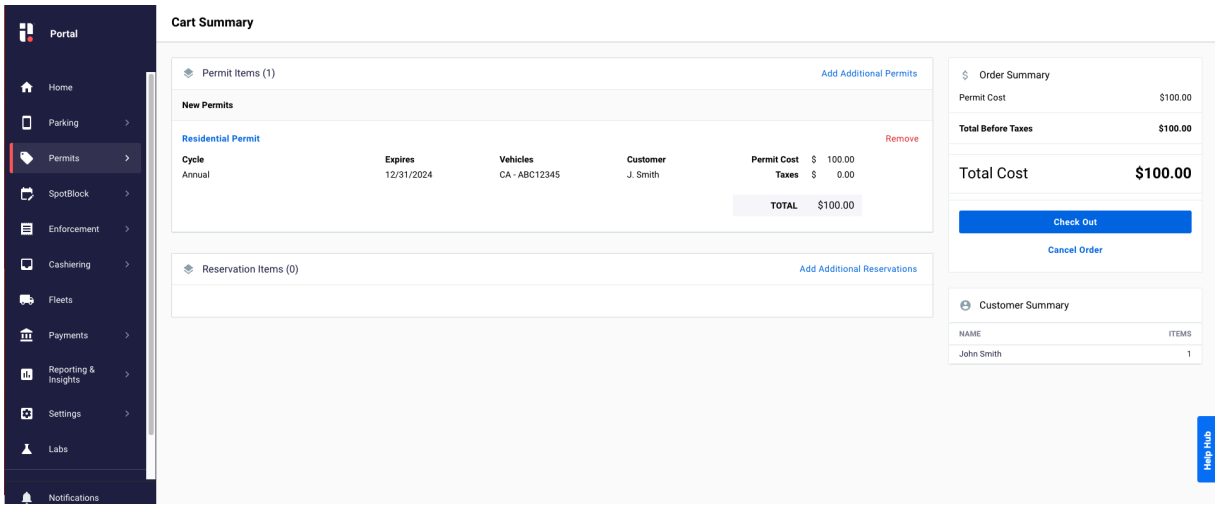


Manage Permits - Permit Holder Information & Verification Information



Manage Permits - Permit Detail Summary

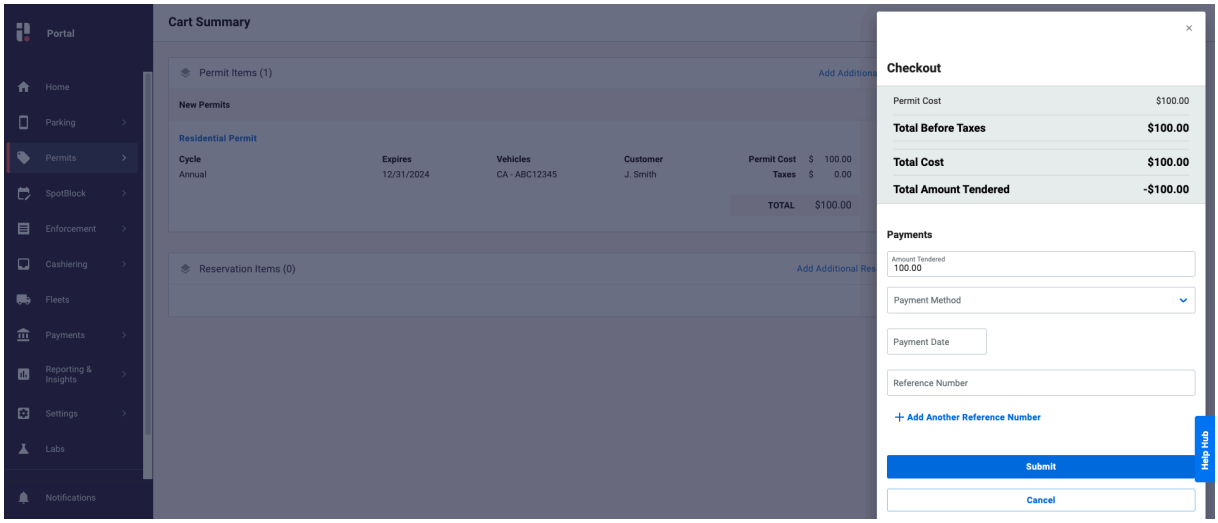
After entering all application details, the screen will display a cart summary of the permit(s) and their associated fees. There is an opportunity for staff to add permits to the cart by returning to the "Manage Permits" screen to issue additional permits. Otherwise, staff can then record the payment and issue the permit.



Manage Permits - Cart Summary

Staff will select a payment method, input an optional reference number, confirm the amount tendered, and click submit. Following submission, the permit will register as "active," can be

searched within “Manage Permits,” and will be shared with enforcement software as a valid parking right (i.e., that vehicle has the “right” to park in a particular zone).



Manage Permits - Checkout

Permit Issuance

After applicants submit permit applications, whether online or in-person, all information will flow into Passport’s back-end portal for the City’s review. Authorized users will approve or deny applications, and from there, will be able to monitor and perform processing functions on the active permits in its environment.

Passport’s Back Office Portal

Within Passport’s portal, City staff can establish Permit types (e.g., customer, staff, visitor), Cycles (e.g., daily, weekly, monthly, annually), Zones, Pricing and other prerequisites or limits to purchasing permits designated by the City. Permit configurations are defined and executed during implementation with the option for later edits by a main administrator, as needed.

Passport’s portal also can support the following components of the City's permitting program:

- **Configure Permit Eligibility Requirements --** The City can implement a variety of eligibility requirements and prerequisites that must be met in order to purchase a permit; these can include proof of residence or employment status. The portal allows applicants to upload documentation as a requirement to submit their application.
- **Permit Issuance Limitations --** Limits can be set to control the number of permits issued according to specific parameters, such as permit types, cycles or zones. If an applicant reaches his/her limit, subsequent applicants will be added to a waitlist, which the City can set up to automatically add or remove applicants.

- **Rate Overrides --** Once a permit is set up according to the City's specifications, Passport can override the price in specific zones which allows the City to keep a single permit type but adjust the pricing in areas with higher demand.
- **Custom Fields --** Based on the permit type, custom fields can be created and designated as 'required.' The additional information gathered as a result of customizing fields enables the City to collect the information required to issue a specific permit and also provides additional customer insight.

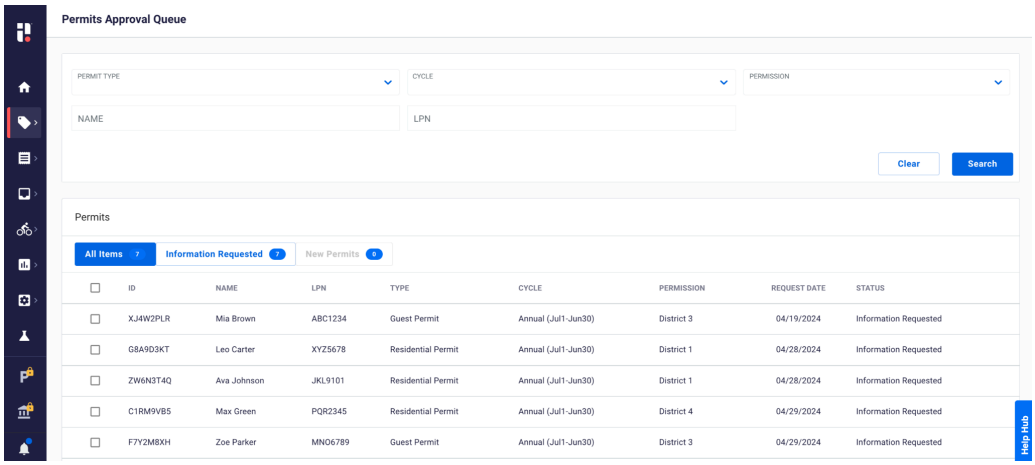
Waitlisting

Passport's digital permit solution also offers automated waitlisting functionality, which automatically offers a permit to an applicant at the top of a waitlist based on availability. Authorized users can manually override the waitlist as needed, and the City will have full control over waitlist configurations, including the number of available spots and an applicant's length of time to complete a purchase.

Approval Queue

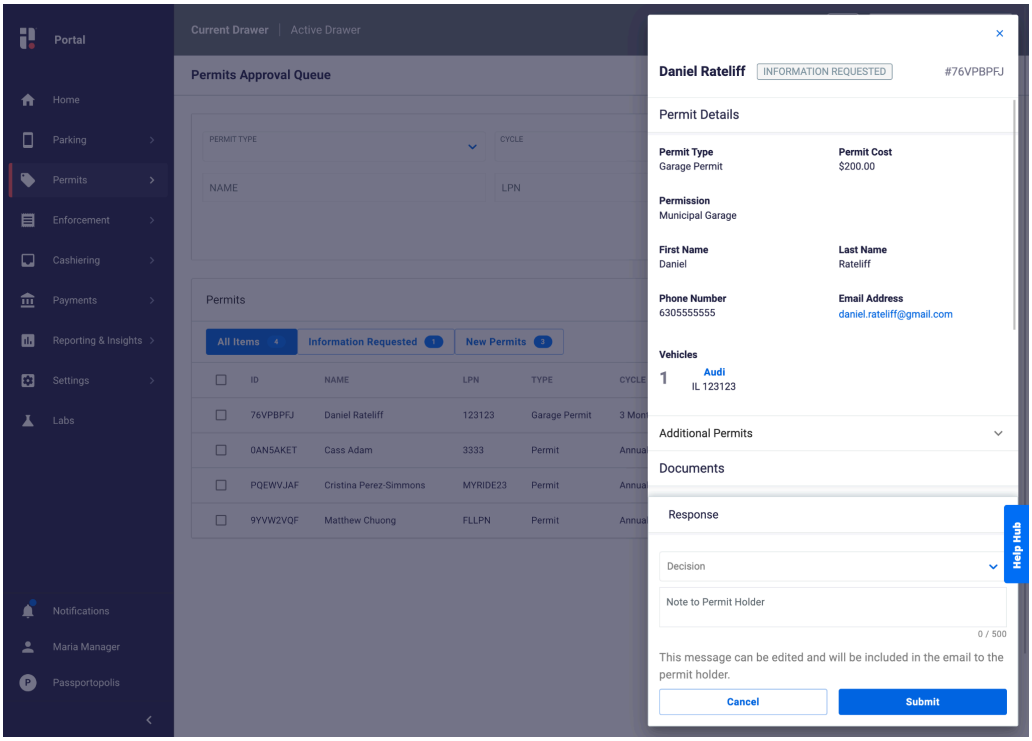
The City can implement a variety of eligibility requirements and prerequisites that must be met in order to purchase a permit; these can include proof of residence or employment status. Applicants would then be required to upload supporting documentation for their application to be submitted. This documentation will feed into Passport's portal for review by an Administrator to validate eligibility and will remain tied to their permit record for future reference.

All permits requiring verification by City staff will flow through a back-end "Approval Queue." Staff will access this by navigating to the "Permit" tab within Passport's portal. The "Approval Queue" is a first-in, first-out list with search capability. Basic information is displayed for each permit application in the queue, including a unique permit ID, name, LPN, permit type and request date. The queue partitions the applications between a few categories (All Items, Information Requested, and New Permits) and always loads with 25 permits; the ability to display or load more applications is provided if more exist. A search bar and a group of filters are also provided to help manage the queue. Users can drill down by permit type, cycle, permission, name or LPN to see a particular subset of permit applications.



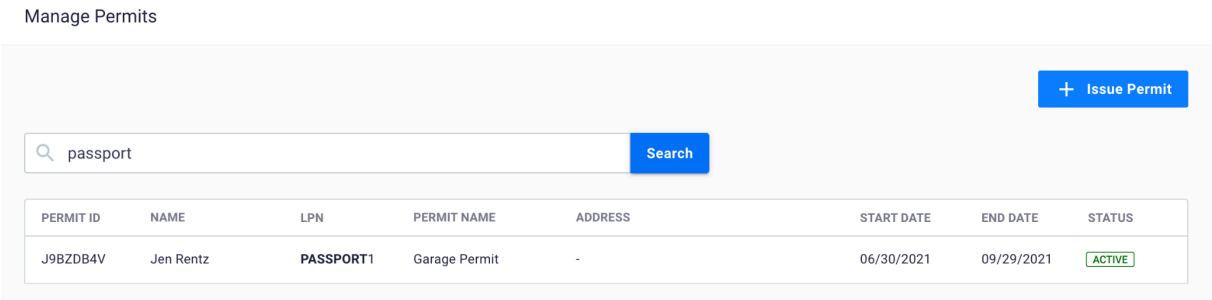
Permits Approval Queue

Users will select an individual application, which will open a side screen allowing them to approve, reject, or take other actions on the permit. The user will be presented with all details related to the permit (permit type, cost, permissions) and the details submitted by the applicant, including their name, address, email, LPN, and any supplemental documents submitted with their application. Users can also click “Additional Permits” to see all other permits associated with that email address.



Permit Approval Queue - Individual Permit Review

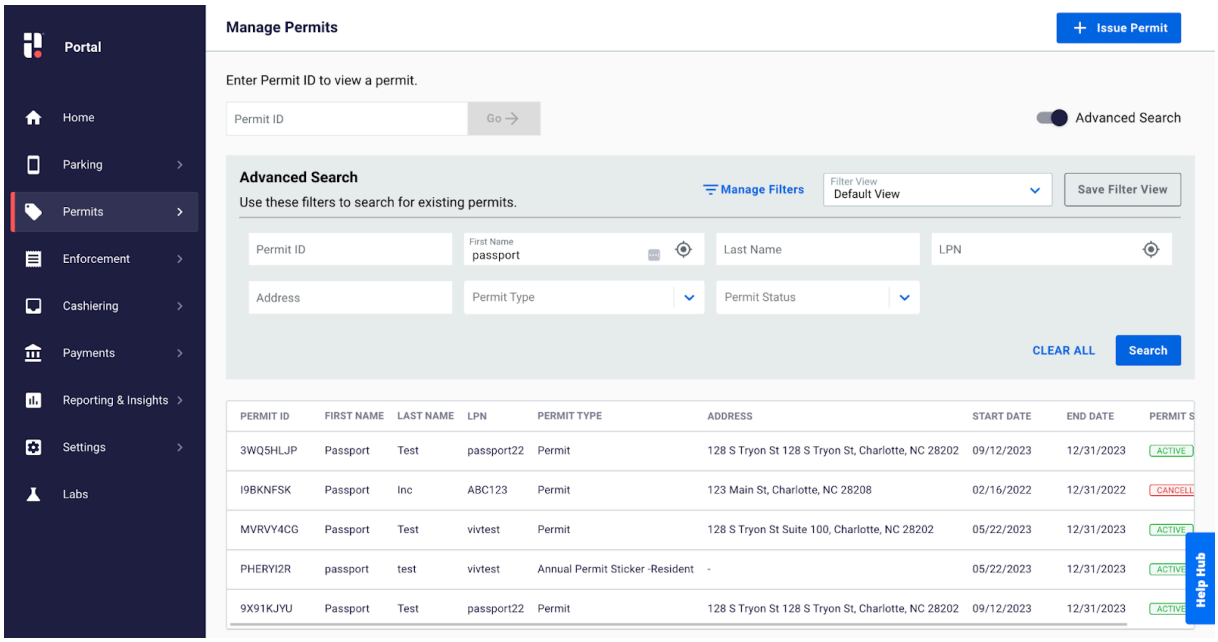
After reviewing the application, users will approve, deny or request more information. All actions will email the contact on the application informing the applicant of their permit status and next steps, as applicable. Any permits that require more information will be moved to the “Information Requested” queue until approved or denied by City staff. If approved, the credit card used on the application will be charged the full amount, and the permit will show an “Active” status on the Passport portal.



Manage Permits - Active Status

Permit Management

City staff will use the “Manage Permits” module to approve or deny applications, as well as track and manage all issued permits. “Manage Permits” is a search-based user interface, enabling users to search quickly for a specific permit and take subsequent action. Users will search by Permit ID, Customer Name, Customer Address or LPN. The search bar displays the total number of returned results in bold font, showing the item that was matched to the search parameter.



Permit Details

Selecting a returned result will give the user a "Permit Detail" view. Here, users will have access to many core permit functionalities, including:

- Permit status and general details
- Review and add notes to a permit
- Historical actions taken on a permit
- View user associated with a permit
- Payment history of a permit
- Email or print previous receipts
- Edit unrestricted permit details
- Update the status of a permit - suspend, un-suspend or cancel/deactivate
- Renew and apply payment(s) to permits

As City users scroll through the "Permit Detail" screen, there are several cards that provide specific, detailed information about that permit.

CARD	DETAILS
User Details Card	Provides all account-level information related to the online customer who owns the permit. This card manages the linking of permits to users. If a user exists, the ability to link them is supported. If no user exists, the permit will remain "unlinked." In this case, the card will only show the link code a customer can use to link to their online customer portal account.
Payments Card	Illustrates all general payment information related to the permit, including if the permit is set up for auto-renew and the most recent payment(s) made. Access to the entire payment history of the permit is available via the "View All" link in the top right corner of the card.
Permit Details Card	Overview of the configurations available for each permit - including type, cycle and permission. It also contains all custom-configured permit holder information recorded to the permit, such as a residential address. Additionally, if the permit is part of a group, then that group is identified and made accessible via a linked text of the group name.
Vehicles Card	Highlights information recorded for each vehicle registered to the permit and supports the ability to edit each vehicle independently. Users can add vehicles via the "Add" link text in the top right corner of the card, which will be available based on the total vehicles allowed by the permit type's configuration.
Documents Card	Repository of all the documents submitted with a customer's application on the customer portal. This will also display any documents that were manually attached to the permit application/record via Passport's portal (e.g., walk-in permit purchase) and can add more documents.
History Card	A detailed chronology of all actions or events that have taken place on any given permit, including who performed the action (as applicable).

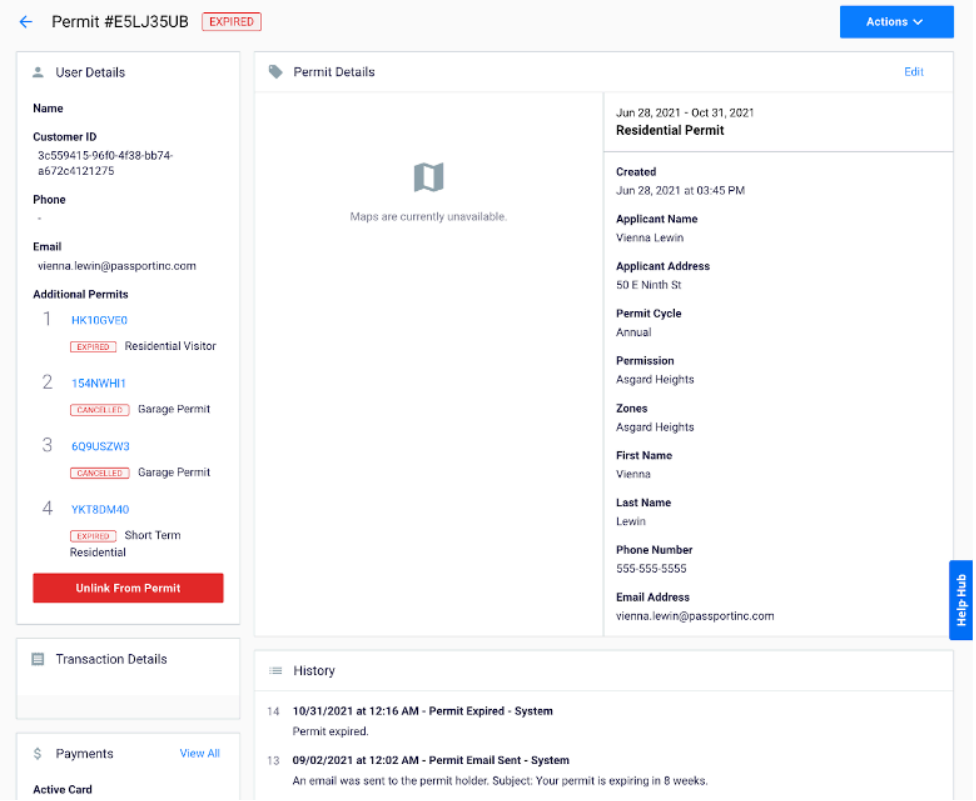
CARD	DETAILS
Notes Card	Comprehensive look at all notes the City has made on the permit for operational purposes. Notes are only internally visible only to users of Passport's portal. The ability to add new notes is supported via the “Add Note” link text in the top right corner of the card.

Permit Details Cards

Permit Actions

City staff can manage and perform actions on permits by clicking the “Actions” menu on the top right-hand corner of the permit detail screen. Based on the permit’s status and prior activity, users will be able to:

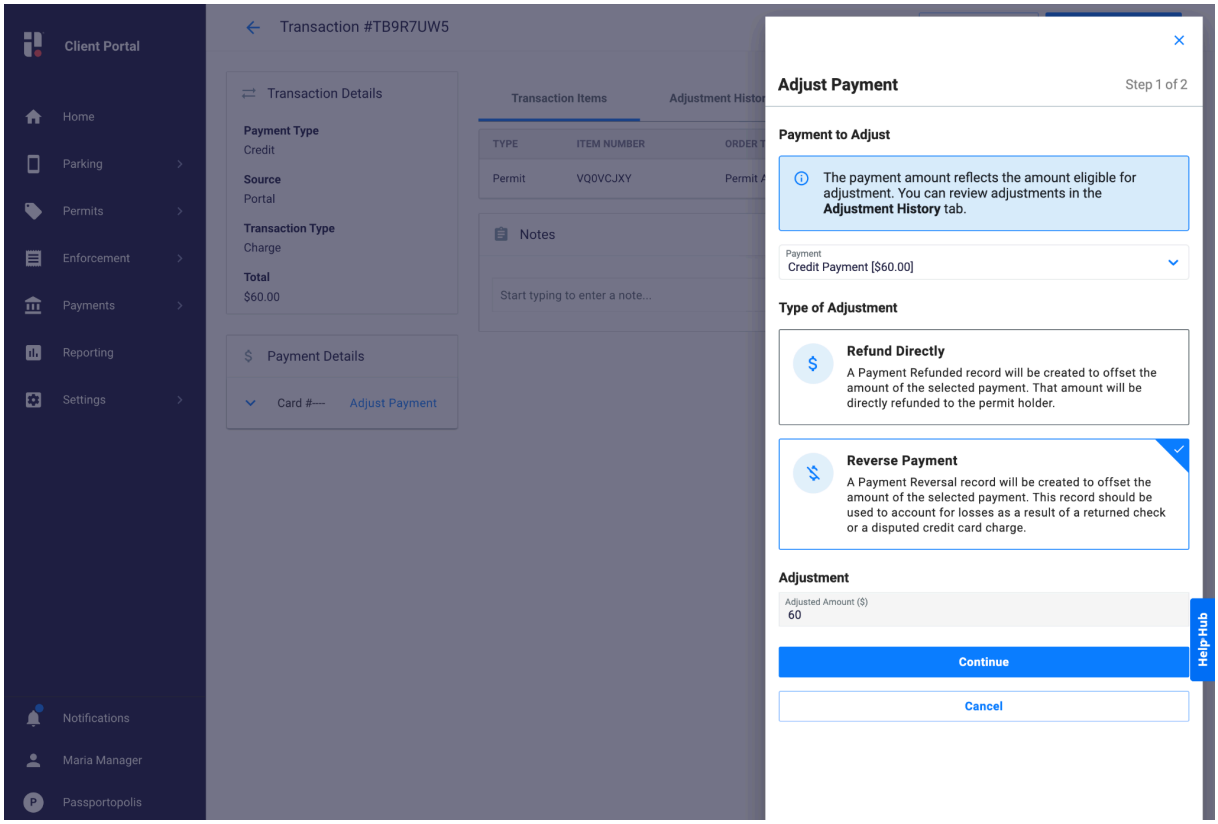
- **Record payment --** Allows users to log a manual payment on the permit record.
- **Suspend --** Prevents a permit holder from renewing their existing permit.
- **Print --** Generates a PDF that details the permit record.
- **Cancel --** Allows users to cancel a permit, thereby updating the status to “canceled.”
- **Delete --** Allows users to delete a permit, which permanently removes it from the system.
- **Reissue --** Allows users to reissue a previously canceled permit.



Permit Details Screen

Refund Payment

City users may need to correct a customer payment. To refund a permit payment, users will visit the “Transaction Details” card within the “Manage Permits” screen and view the hyperlinked invoice for a particular transaction. Users can then select “Adjust Payment” which provides options to refund directly or reverse the payment.



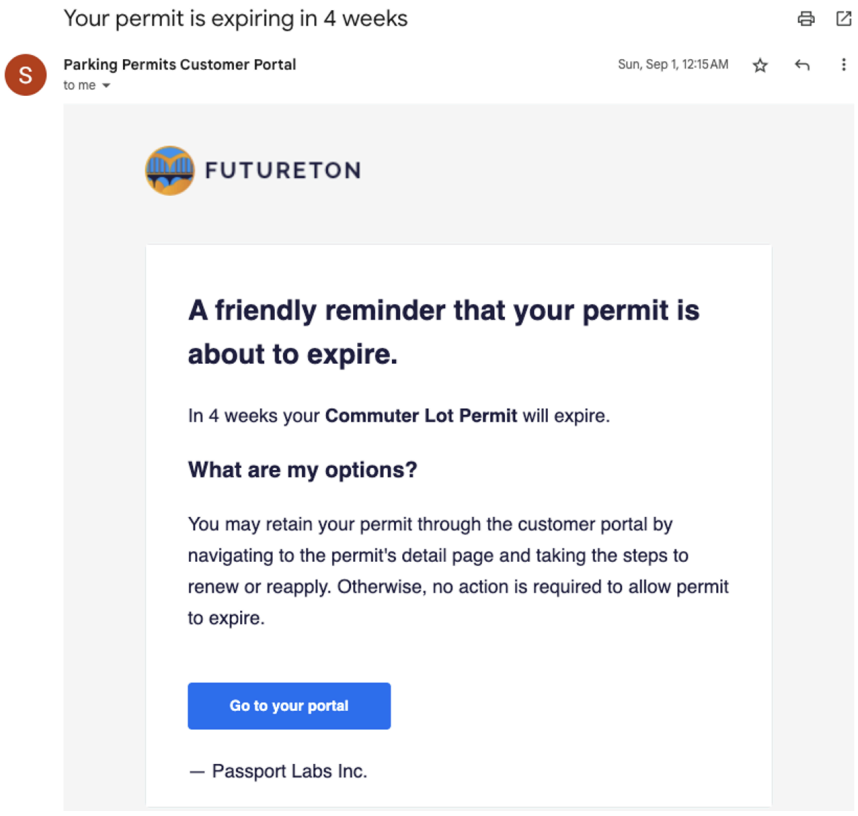
Manage Permits - Transaction Details

Search & Filter

Users can search text or numbers in the search bar provided, and the system will look for complete or partial matches of all of the currently active groups' names. Additionally, the filter button at the right of the search input will allow users to refine the listed groups based on various filters.

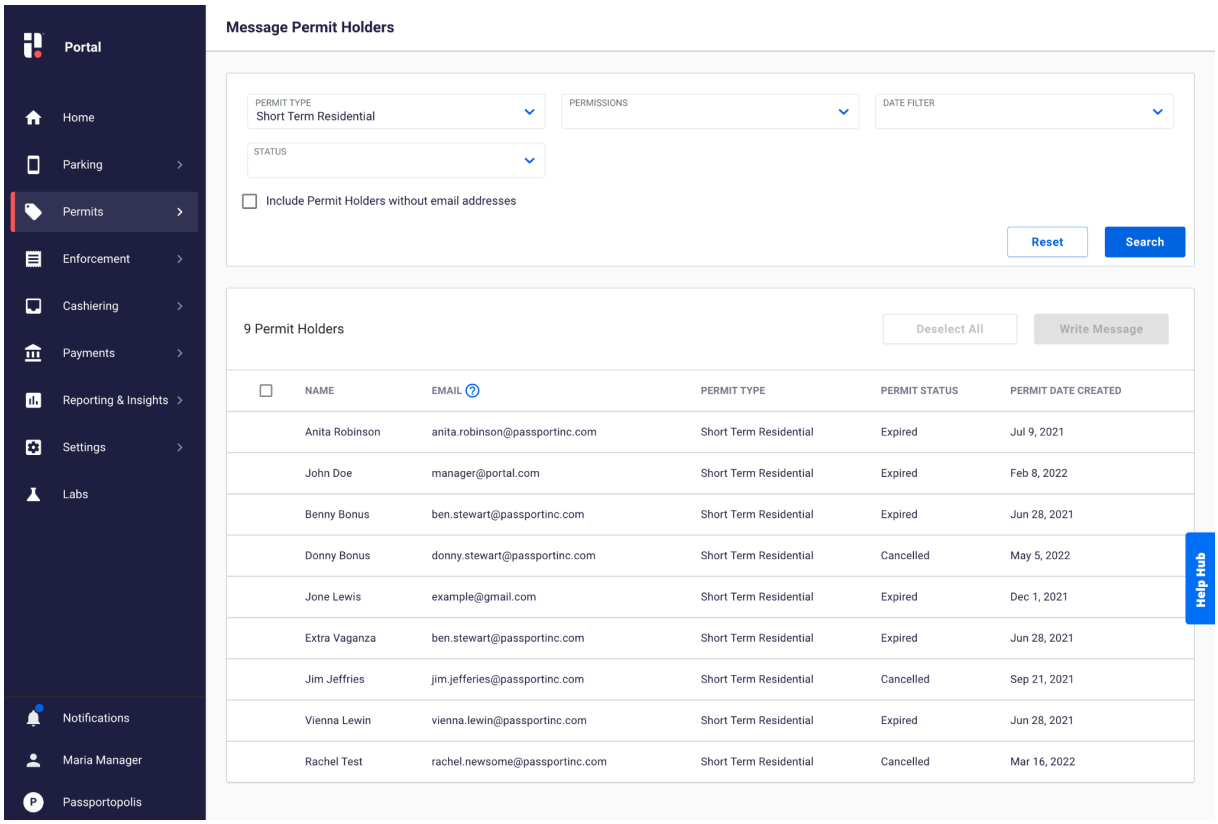
Communication with Permit Holders

Passport’s system can notify customers via mail or email of an impending renewal cycle. Based on the expiration date for a particular permit type, the system can automatically generate a notification a few weeks before expiration, encouraging customers to renew their permit online with instructions on how to do so. The City will also be able to configure these notices during the scoping process.



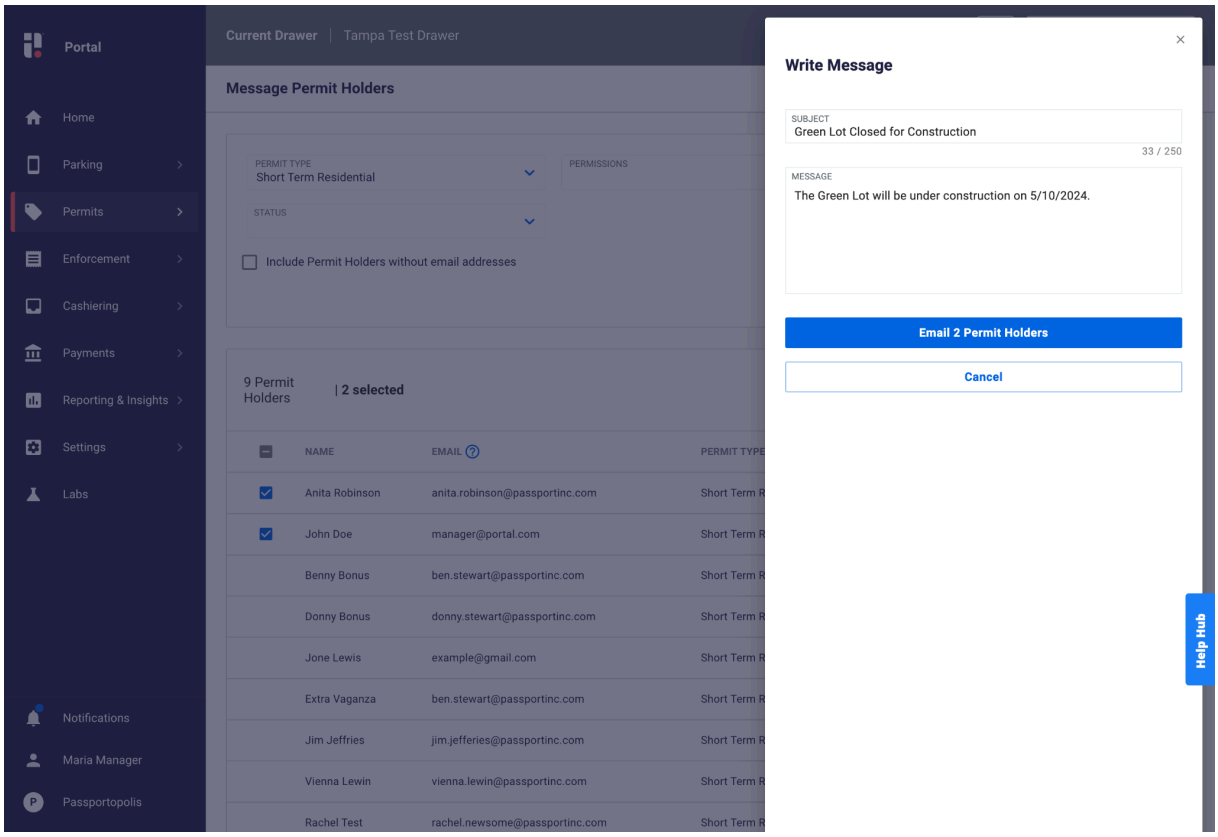
Permit Renewal Notification

The City will also be able to communicate with permit holders via the Passport's portal "Message Permit Holders" functionality. Here, users can search for a particular permit holder(s) based on filters for permit type, permissions, date and status.



Message Permit Holders

Results will be returned and users can select the users whom they wish to message, with an option to 'select all'. Once a permit population is selected, the user will select "Write Message" and will input a Subject and a Message that they wish to convey to that group.



Message Permit Holders - Write Message

Permit Reporting

Passport designed its digital parking permit reporting to address most permitting situations, enabling the City to get insights into its permitted parking environment. City users will be fully trained on Passport's reporting module to optimize existing reporting to pull the information needed. Should the City require a data view that is not available through the system, Passport's Product Support team will work with the City to build additional custom reports within reason. Several reports will allow City staff to report on system data, with the option to apply additional filters to drill down on granular permit details.

REPORT	DESCRIPTION
Permit Detail Report	This selection reports the most granular data of every individual permit managed by the City. This is the most manipulable report, with options to filter by permission, type, cycle, status, and source. This report also details nearly 20 data fields to gather information about all aspects of permits issued.
Permit Issuance Report	This selection reports data on every individual permit that has been issued by the City, with the option to filter on the specific permit type issued. Leaving the filter blank will result in a report of all individual permits, regardless of type.

REPORT	DESCRIPTION
Trail Report	This selection reports data of actions and events recorded on every individual permit, with the option to filter on the specific permit type issued.
Permit Type Sales Total Report	This selection reports all payments processed through the online customer portal as well as any payments recorded manually within Passport's portal, including any refund information. Users can filter on permit type and date range to narrow down results. Data points include but are not limited to permit number, permit type, amount, payment type, and payment date.

Permit Reporting Capabilities

Passport's Permit Detail Report offers a wide variety of information about every individual permit offered by the City. Users can drill down by permission, type, cycle, status, and source. Data fields returned from this report include start/end date, source, name, address, email, LPN and link code, among others. This report exports to CSV for further analysis or manipulation, and can also be emailed to an external contact.

Passport's Permit Type Sales Total Report details all financial and payment activity associated with permits across online payments and those manually posted through Passport's back-end portal.

f. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms

As a value added service to support the most efficient and streamlined enforcement, Passport's enforcement solution includes an integration with leading License Plate Recognition (LPR) technology. Installation and support will be performed by Passport's partner, Minuteman Security Technologies ("Minuteman"). Minuteman is a privately held, leading provider of enterprise security system technology solutions including custom design, installation, development and support services.



This technology provides the City with a highly effective way to obtain real-time verification of valid parking permits, confirm mobile and/or meter-based paid parking sessions, issue citations, identify scofflaws, and more. Seamlessly integrated with Passport's OpsMan Mobile handheld enforcement software and backend system, enforcing with LPR has never been easier. The system holds true to the highest industry standard read rate for mobile LPR at 98%, even in darkness and adverse weather conditions. Passport enforcement software is able to interface directly with LPR technology, including Genetec SharpZ3 LPR cameras, AutoVu Patroller, and Security Center software. This direct integration reduces system complexity, increases functionality, and improves officer usability, as it allows officers to automate identifying non-compliant vehicles with LPR technology and easily enforce those same vehicles with Passport's integrated software.

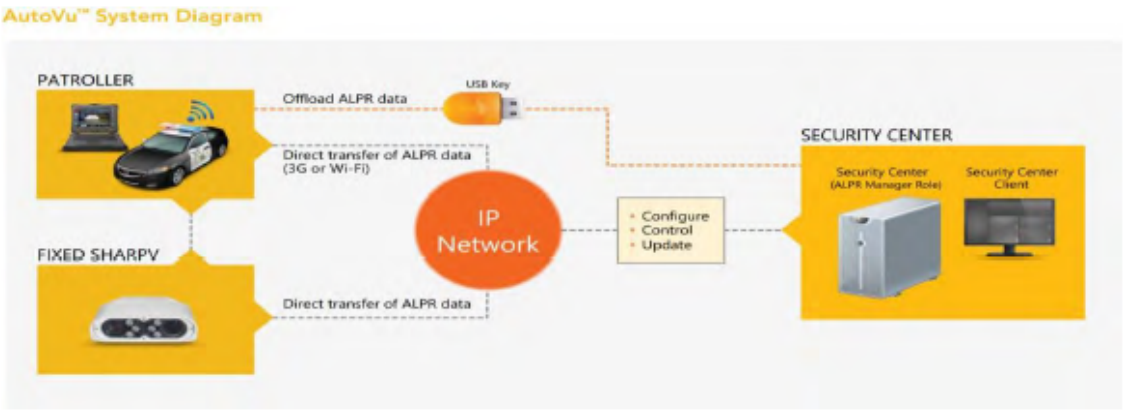
To understand why LPR technology is so vital to a modern healthy parking ecosystem, it's important to first understand the technology itself. The core functionality is the system's ability to capture an image and translate characters from that image into readable information by the software system via Optical Character Recognition (OCR) technology. OCR analyzes the structure of an image captured by the system's cameras and is able to single out characters and then compare those characters to designated patterns (i.e. license plate templates). The system processes through an extensive number of probable matches and makes the final decision, populating the recognized text in the correct data fields on the enforcement software. Utilizing LPR technology creates an incredible opportunity for operational efficiencies within parking organizations, enabling a single officer to scan 4,000+ plates during a single eight hour shift. It is an absolute necessity for modern operations.

LPR System Overview

AutoVu™ automatic license plate recognition (ALPR) system automates license plate reading and identification, making it easier for law enforcement and for municipal and commercial organizations to locate vehicles of interest and enforce parking restrictions. Designed for both fixed and mobile installations, the AutoVu system offers features that heighten accuracy and increase operator efficiency. In addition, ALPR reads are augmented with context images, time stamps, and GPS coordinates and can include wheel images for strict, time-limited parking enforcement. By automating license plate reading and identification, the City can help its parking enforcement officers complete their patrols faster and enforce multiple parking rules simultaneously. The City can use the data captured by the ALPR system to define routes based on peak occupancy, target areas with low compliance, reduce ticketing disputes, and automatically identify scofflaws.

The following software makes up the license plate recognition platform:

- Security Center with AutoVu makes up the back office for processing all the data, hotlists, and reporting.
- Patroller is the software in the vehicle for mobile LPR with the City platform to allow for permit and time zone management.
- Pay by Plate software allows for the connectivity to pay stations and pay-by-cell providers in real time.
- PlateLink software allows for all mobile vehicles to communicate as one, regarding permits and time zones.



AutoVu System Diagram

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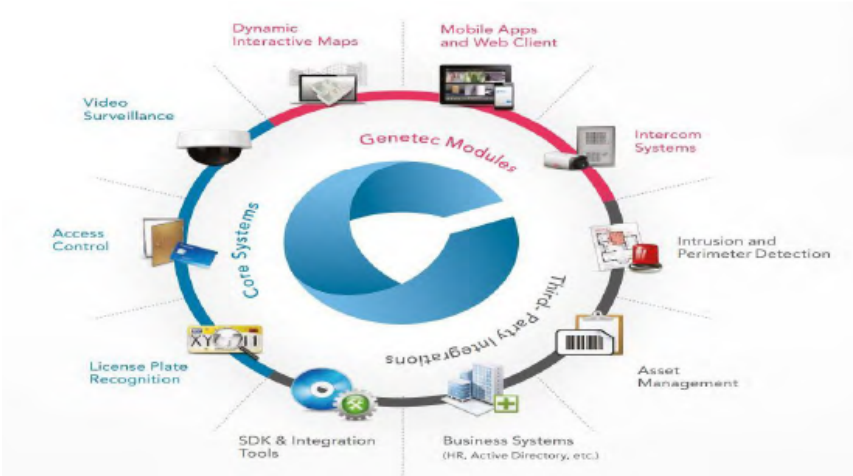
LPR Dashboard

Lastly, Security Center is a unified platform that blends IP video surveillance, access control, and license plate recognition systems within one intuitive solution. This allows the City to simplify operations, achieve greater situational awareness, and take advantage of a highly flexible platform that evolves alongside the organization. With the ability to unify third-party security and business systems with Security Center, the City can seamlessly control all operations while providing users with the power to rapidly respond to emerging situations. A unified system not only provides greater control but can also help avoid the pitfalls of traditional security systems, such as limited connectivity between various applications, compatibility issues, and complicated and costly maintenance.



Security Center

Enforcing with LPR Technology

Passport's enforcement solution improved the efficiency of municipal parking operations from issuance to appeals. Each feature of the solution is aimed towards either increasing the speed of the activity or providing more convenient options to accomplish that action. Leveraging LPR technology serves both purposes: issuance is streamlined with pre-populated fields, and optionality is increased by allowing cities to issue from the vehicle or by deploying targeted routes.



With open API architecture in place, Passport is integrated with industry-leading Genetec technology. Genetec's SharpZ3 ALPR Camera is an IP-based automatic LPR camera designed for mobile applications. It boasts high resolution and integrated illumination in a very compact form, allowing the SharpZ3 to capture more license plates in various conditions and at high speeds. Each processing unit can support up to four cameras, providing maximum coverage and high accuracy in parking applications. Genetec's processing unit (AutoVu) manages all key software, translating plate images into digital plate reads. The processor uses 1 or 2 Intel Atom processors per processing unit. Each processor is compact, ruggedized, shock resistant, and mounted on the trunk of each vehicle so as not to take up space in the vehicle. Each scanned LPN is compared to lists of paid parking sessions and permit holders provided by Passport and operators are notified when their intervention is required.

Passport expanded upon its integration to not only notify an operator when a ticket should be issued, but also to pull data from the AutoVu system to pre-populate tickets for even faster issuance. When a vehicle outfitted with Genetec LPR cameras passes through a parking lot or drives down a street, Genetec's system collects an image of each license plate and each vehicle and records the time of capture and location of the vehicle. The data is processed and relayed to the driver of the enforcement vehicle through a laptop fixed in the vehicle. The driver will continue patrolling the area until the LPR software determines a vehicle is in violation. The LPR technology monitors for violations related to nonpayment, invalid permits, and overstaying a free time limit on a parking space. When the LPR technology determines that a vehicle is in violation, the officer must verify the plate number that was scanned by the LPR system. If the LPNs match, then the officer will hit "Enforce" from the laptop.

Passport's integration with this LPR technology implements the use of APIs to retrieve all violation data (including images) from the LPR software. This information is parsed and stored within Passport's cloud and broadcasted to all OpsMan Mobile users via the "Violations from LPR" menu (see example images on previous page). The nearest officer to the violative vehicle will be dispatched to issue the citation picked up by the LPR vehicle. When the issuing officer reaches the vehicle, they will select the correct LPN from a list of scanned LPR violations. Once selected, OpsMan Mobile will automatically redirect the officer to the "Issue Ticket" page, where all available information has been pre-populated.

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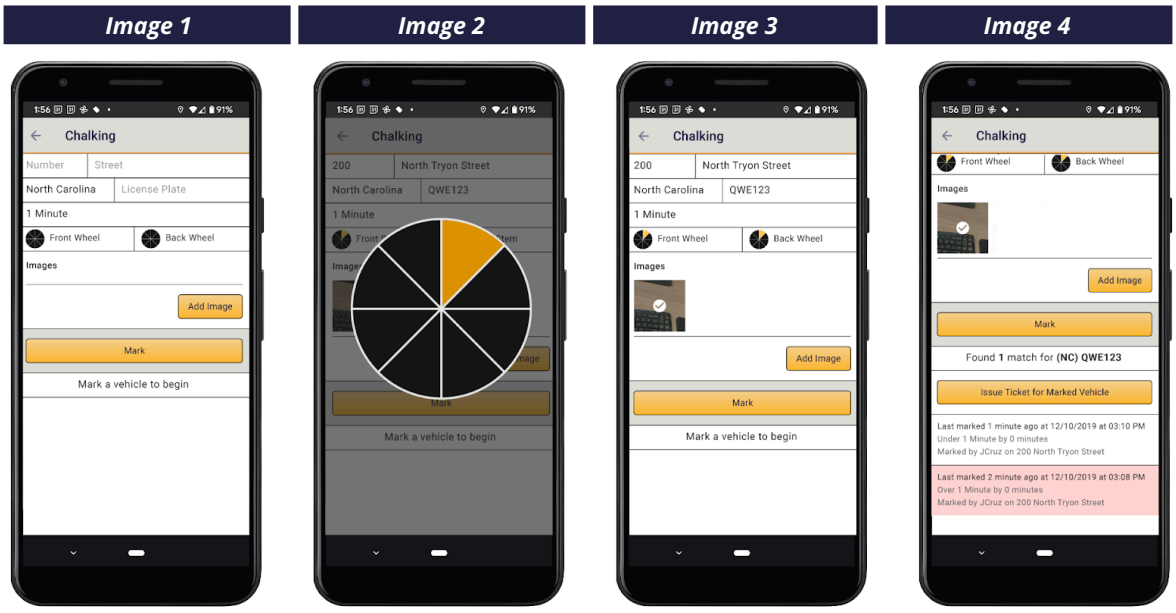
When a violation is selected from the list, the enforcement officer will then verify information, attach notes and images (the images taken directly from the LPR camera), and print and place the ticket. Once issued, that violation will be removed from the universal Violations from LPR list. Additionally, if no officer issues a ticket eligible under LPR Violations, those violations will be removed from the list after 12 hours.

Digital Chalking

Passport's OpsMan Mobile application has an electronic chalking feature, making it much easier for officers to mark, track and issue timed parking violations than traditional chalking methods. This feature allows officers to mark the vehicle LPN, location, stem valve position, and time limit. One of the key differentiators of Passport's system is that **chalking session marks are stored from each officer and are preserved and shared across shifts and devices**, meaning when any enforcement officer using OpsMan Mobile marks that vehicle again, the information from the previous chalk (location and the stem valve position) regardless of shift, is readily available. There are currently three modes of location marking to choose from, depending on the City regulations (see *Image 1* below).

- **Street Based --** Uses street and cross street of the vehicle's location to track the exact block.
- **Address Based --** Uses a combination of cardinal direction, a cross indicator, address number, and street name. Officers can drill down to the specific physical address to know exactly where the vehicle was parked.
- **Zone Based --** Passport can either designate new zones or use existing zones for ticket issuance specifically for chalking.

After the location is inputted, the officer will mark the location of the wheel's stem valve on an image within OpsMan Mobile (see *Image 2* below). The process is optimized for efficiency to improve the City's parking management operations, even notifying the officer when to issue a ticket based on overstaying (see *Images 3 & 4* below). In addition to system-wide access to chalking data, Passport has designed the user interface to allow officers to easily switch between chalking and issuance modules. Once an officer is prompted to issue a ticket due to previous chalking, the issuance screen will be pre-populated for an overstay violation, including specific data about that vehicle. Finally, each LPN is checked against an imported list of LPNs with outstanding tickets, scofflaw status, or other City-defined enforcement databases. The software aggregates this data in real time and does not require the officer to run separate checks to verify the LPN status of non-compliance. These automated checks and alerts allow for higher accuracy when ticketing and save considerable time.



OpsMan Mobile - Digital Chalking

In summary, the process is simple:

- The license plate number, location, tire stem position, and time limit for parking is recorded and shared system-wide for all parking enforcement officers to access.
- As officers or LPR vehicles retrace their route, the vehicle information is recorded again.
- If the vehicle matches the configured business rules for overtime parking, the officer is alerted to issue a ticket and the chalking information will also be printed on the issued ticket, strengthening the City's argument on appeal.

Letter Sending & Communication

Passport's portal creates correspondence templates that allow the City to communicate with registered owners about outstanding citations, delinquent notices for outstanding violations or ad-hoc letters related to hearing dates, appeal decisions or insufficient funds.

DMV Integration

In order to maximize revenue collection on outstanding tickets, there is no single part of the parking enforcement process that is as important as registered owner name retrievals. Passport's existing relationship with the **Florida Department of Highway Safety and Motor Vehicles (DHSMV)** cannot be overstated. This partnership is already established and will enable the City to begin collecting names and addresses immediately following launch. Establishing these integrations and relationships require a great deal of time and effort, and Passport will continue to provide its DHSMV integration to the City. Passport also maintains a direct integration with the **National Law Enforcement Telecommunications Service (NLETS)**, to obtain registered owner information from all out-of-state DMV agencies in the United States.

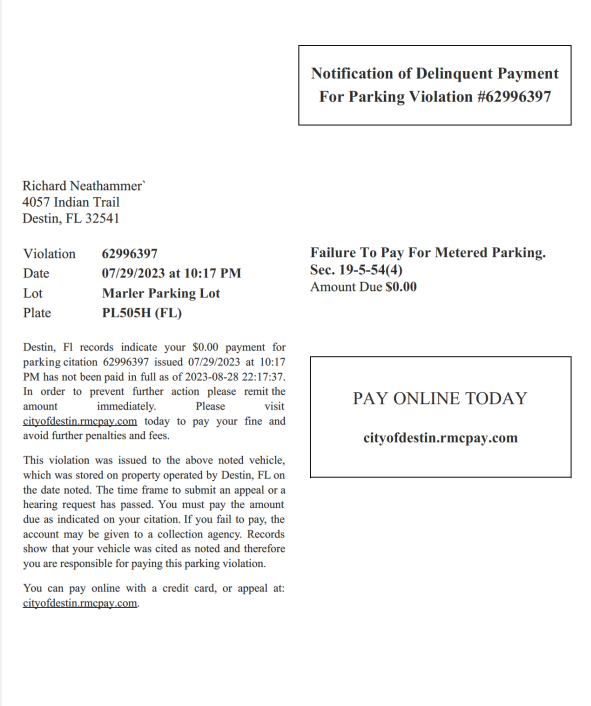
Delinquent Noticing & Correspondence

Passport's portal will continue to give the City full control over its notice processing, ensuring effective communication with all outstanding citation holders. Passport has worked with the City to configure the system to establish criteria for automatic generation of delinquency notices, coordinating with all designated deadlines and schedules. Once pre-established criteria is met, the notice sequence would be initiated, and proper correspondence will be automatically generated and mailed to address on file.

All outbound correspondence templates will continue to be sent to violators or applicable fleet companies on the City's defined schedule (one at 10 days and one at 30 days). This correspondence can include delinquent notices for outstanding violations, appeal decision letters, or any other required templates. Passport will align with the City to obtain written approval on outbound notices such as printing with the City's letterhead or including additional content applicable to state and/or federal laws. Passport thinks of this communication as having two distinct workflows:

1. **Violation Lifecycle Communication --** these are notices that should be automatically generated and mailed (e.g., one notice on day 10 and one notice on day 30).
2. **Specific Letters --** these are specific letters that staff can send in response to frequently asked questions or requests (e.g., appeal decisions, insufficient funds, incomplete checks, or payment plan letters).

Each generated and mailed notice will be tracked in the system through the violation's trail, with a copy of the correspondence for viewing and/or printing. Passport will work to ensure all notices and letters will be customized to meet the City's requirements. The City can generate letters to accompany certain processing actions, such as appeal decisions. Passport can configure designated disposition codes and standard response language for these processes to keep responses consistent.



Notification of Delinquent Payment For Parking Violation #62996397

Richard Neathammer`
4057 Indian Trail
Destin, FL 32541

Violation	**62996397**
Date	**07/29/2023 at 10:17 PM**
Lot	**Marler Parking Lot**
Plate	**PL505H (FL)**

Failure To Pay For Metered Parking.
Sec. 19-5-54(4)
Amount Due **$0.00**

Destin, Fl records indicate your $0.00 payment for parking citation 62996397 issued 07/29/2023 at 10:17 PM has not been paid in full as of 2023-08-28 22:17:37. In order to prevent further action please remit the amount immediately. Please visit cityofdestin.rmcpay.com today to pay your fine and avoid further penalties and fees.

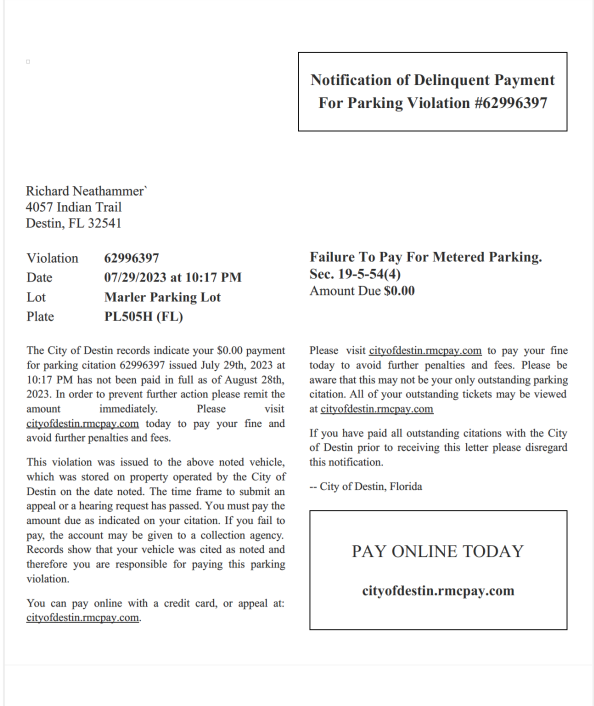
This violation was issued to the above noted vehicle, which was stored on property operated by Destin, FL on the date noted. The time frame to submit an appeal or a hearing request has passed. You must pay the amount due as indicated on your citation. If you fail to pay, the account may be given to a collection agency. Records show that your vehicle was cited as noted and therefore you are responsible for paying this parking violation.

You can pay online with a credit card, or appeal at: cityofdestin.rmcpay.com.

PAY ONLINE TODAY

cityofdestin.rmcpay.com

Destin Sample Delinquent Violation Notice at day 10



Notification of Delinquent Payment For Parking Violation #62996397

Richard Neathammer`
4057 Indian Trail
Destin, FL 32541

Violation	**62996397**
Date	**07/29/2023 at 10:17 PM**
Lot	**Marler Parking Lot**
Plate	**PL505H (FL)**

Failure To Pay For Metered Parking.
Sec. 19-5-54(4)
Amount Due **$0.00**

The City of Destin records indicate your $0.00 payment for parking citation 62996397 issued July 29th, 2023 at 10:17 PM has not been paid in full as of August 28th, 2023. In order to prevent further action please remit the amount immediately. Please visit cityofdestin.rmcpay.com today to pay your fine and avoid further penalties and fees.

This violation was issued to the above noted vehicle, which was stored on property operated by the City of Destin on the date noted. The time frame to submit an appeal or a hearing request has passed. You must pay the amount due as indicated on your citation. If you fail to pay, the account may be given to a collection agency. Records show that your vehicle was cited as noted and therefore you are responsible for paying this parking violation.

You can pay online with a credit card, or appeal at: cityofdestin.rmcpay.com.

Please visit cityofdestin.rmcpay.com to pay your fine today to avoid further penalties and fees. Please be aware that this may not be your only outstanding parking citation. All of your outstanding tickets may be viewed at cityofdestin.rmcpay.com

If you have paid all outstanding citations with the City of Destin prior to receiving this letter please disregard this notification.

-- City of Destin, Florida

PAY ONLINE TODAY

cityofdestin.rmcpay.com

Destin Sample Delinquent Violation Notice at day 30

Other Related Integrations

As Passport grows, so does the reach of its capabilities within its clients' parking and mobility operations. Passport currently integrates with 35+ software providers across the parking and transportation industry. Below, Passport has provided an abbreviated list of vendors it integrates with, including meter/pay station hardware providers, enforcement vendors, and LPR vendors.

ACTIVE TECHNOLOGY INTEGRATIONS				
Enforcement/LPR		**Meter/Pay Station**	**Pay-by-Phone**	
Data Ticket	T2/Digital	IPS	Honk Mobile	PayByPhone
Tyler Technologies	TurboData	Flowbird	Flowbird	ParkMobile
AIMS	Gtechna	MacKay Meters	T2	Mobile Smart City (Pango)
Duncan/Civic Smart	Genetec LPR	Global PS		

Integrations with Providers in the Industry

Open APIs

Passport utilizes Application Programming Interfaces (APIs) to connect its platform with other systems in its clients' parking environments.

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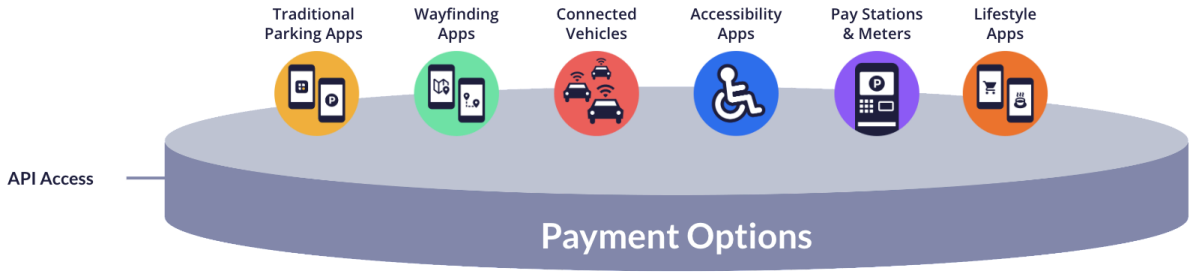
The City will have direct access to transaction information (license plate, start time, end time, and location) within Passport's portal. Any potential development to integrate with Passport's open API will be the responsibility of the participating vendor. If the City would like to connect any additional new APIs, there may be a development fee associated which would be determined at the time of the request.



An Ecosystem for the City's Success

In the interest of security, access to these APIs will be restricted to authenticated applications only. Passport has several different APIs in place to connect the different vendors and systems operating across one location. Below are two of Passport's primary API setups that the City's vendors can leverage to connect to Passport's mobile pay parking solution, provided they conform to Passport's industry-standard authentication model.

Parking Rights API

This API puts in place monitoring integrations that allow enforcement officers to determine whether a vehicle has a "right" to be parked in a specific area. These rights can be granted through a variety of mechanisms, including payments via mobile pay parking apps, meters/pay stations, permits, and more. When plugged into these APIs, enforcement officers can receive parking right data associated with either zones, vehicles, or space numbers. Passport utilizes these APIs to connect its mobile pay parking solution with several of the vendors listed in the above *Integrations with Providers in the Industry* (e.g., Flowbird, Global PS, T2, Duncan, etc.) and these could be leveraged to connect with any other provider the City desires.

Events API

Passport has made an event ingestion API publicly available with the purpose of allowing third parties to share parking session events in real-time and can be utilized in two ways:

1. For **parking session events,** it shares authorized parking session information for enforcement and reporting purposes.
2. For **sensor and IoT events**, the API provides a method for sharing occupancy.

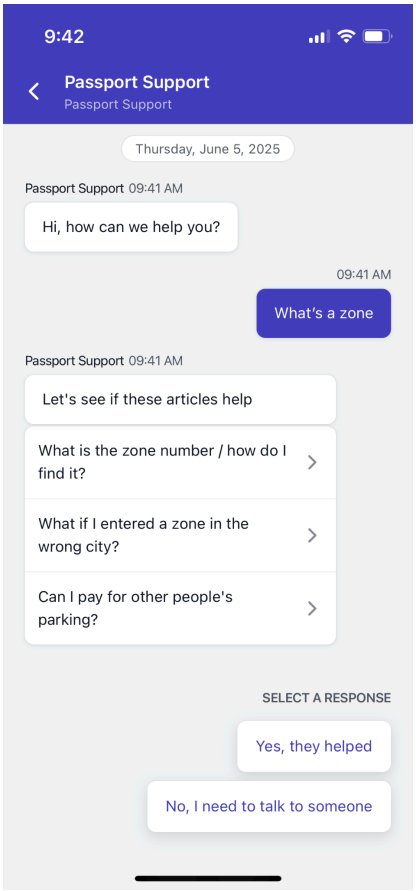
g. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline service.

End-User Customer Support

Customers have several in-app resources to help resolve issues and address concerns in English and Spanish. From the “Support” page, customers can access a customizable FAQ page where they can begin typing a question or keyword, which will provide relevant information regarding the app technology and its functionality. The “Support” page also includes an integrated chatbot that provides users with immediate access to relevant knowledge base articles to help resolve common questions and technical issues, as shown in the image below. All “Terms and Conditions” for using the application, as well as the ”Privacy Policy,” are accessible from the “Support” page.

Additionally, customers can contact Passport’s Support team directly via the following channels:

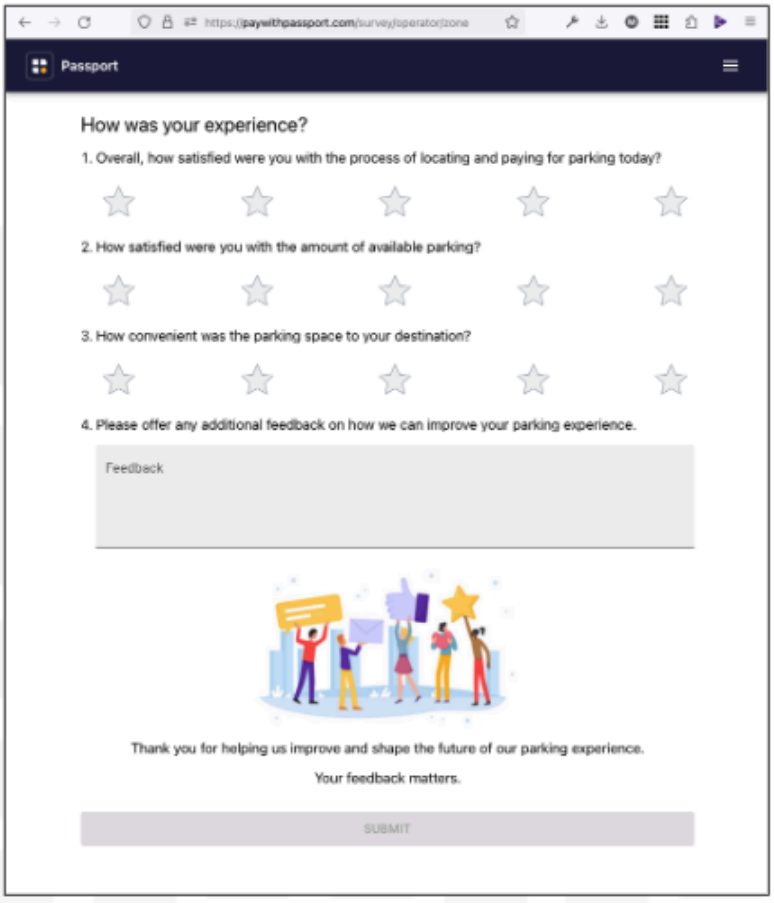
- Phone: (704) 817-2500 (Monday-Sunday 8:00 AM-9:00 PM EST)
- Email: support@passportinc.com



AI Chatbot Feature

Feedback Survey

The City will also have the option to activate a short feedback survey upon the completion of a parker's guest checkout transaction to capture insights into the parker's overall sentiment regarding the parking environment and their experience. This survey is paired with a dashboard within Passport's Portal to provide enhanced analytics for a deeper understanding of customers' perceptions of the program.



Customer Feedback Survey

City Customer Support

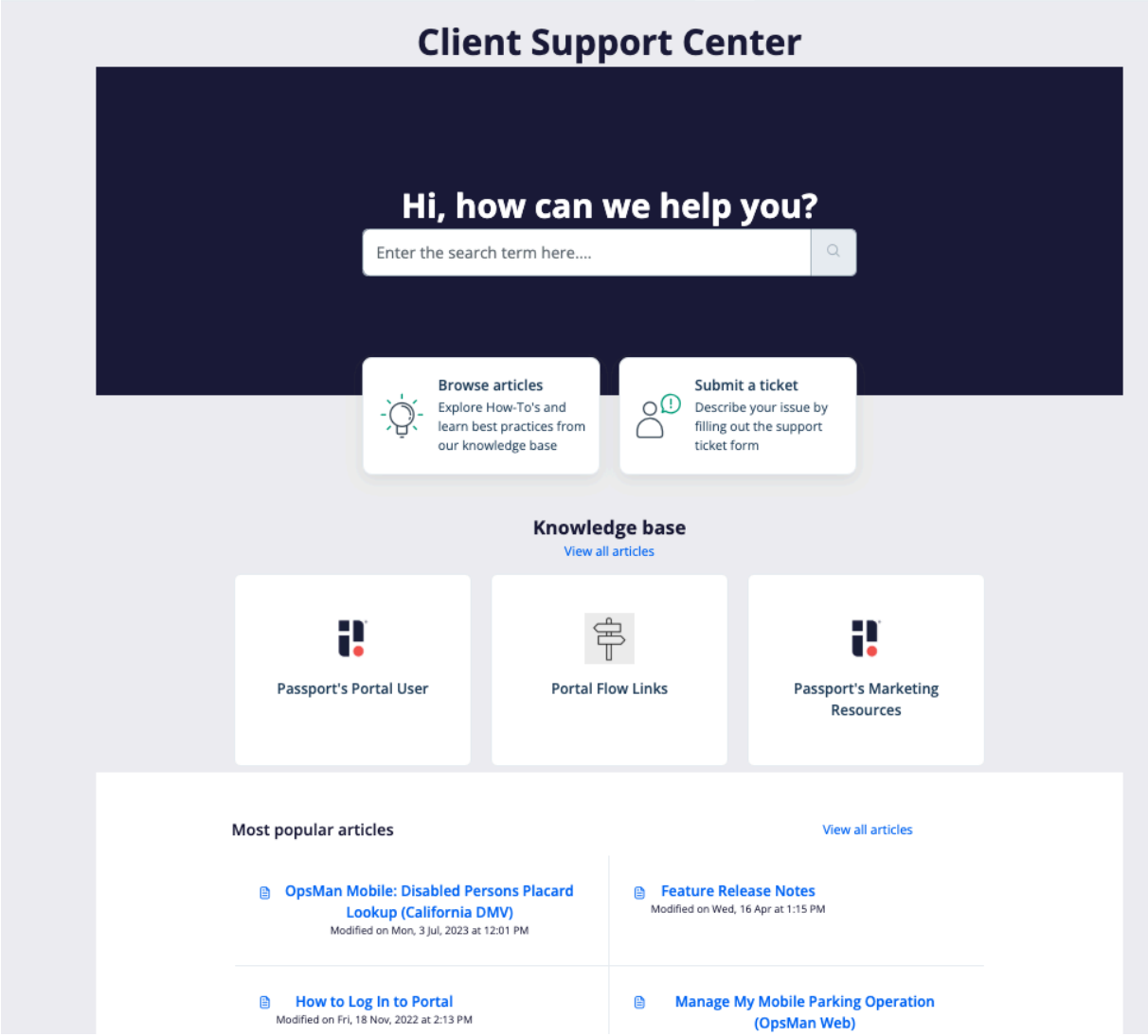
Passport is committed to fostering strong, collaborative relationships with its municipal partners, and the City of Destin can look forward to continued, hands-on support from our dedicated Client Success team. Shaina Romain Noya, the City's Client Success Manager, will remain the primary point of contact—providing both strategic guidance and tactical support to ensure the City's goals are met and exceeded. To further empower City staff, Passport's intuitive 'Help Hub'—accessible directly within the portal—offers step-by-step tutorials and contextual guidance tailored to the user's current task. Additionally, the Passport team is excited to offer virtual refresher trainings upon contract renewal, ensuring that City teams are fully equipped and confident in leveraging the platform's full capabilities.

In conjunction with the Client Success team, the City will also have access to live Support Services Monday through Friday 8:00AM-7:00PM ET for all technical issues/support requests, with critical-issue support available after hours via answering service. While Passport does not formally offer multi-language support at this time, we do have City support team members available who can assist in Spanish when needed. City staff can reach Product Support through the following channels:

- **Phone --** (980) 939-0990 / After Hours: (866) 815-3043
- **Client Support Center (help.passportinc.com) --** A web-based tool designed to streamline operational requests where City users can initiate a support request and track the progress of open requests. See below for additional details.

Client Support Center

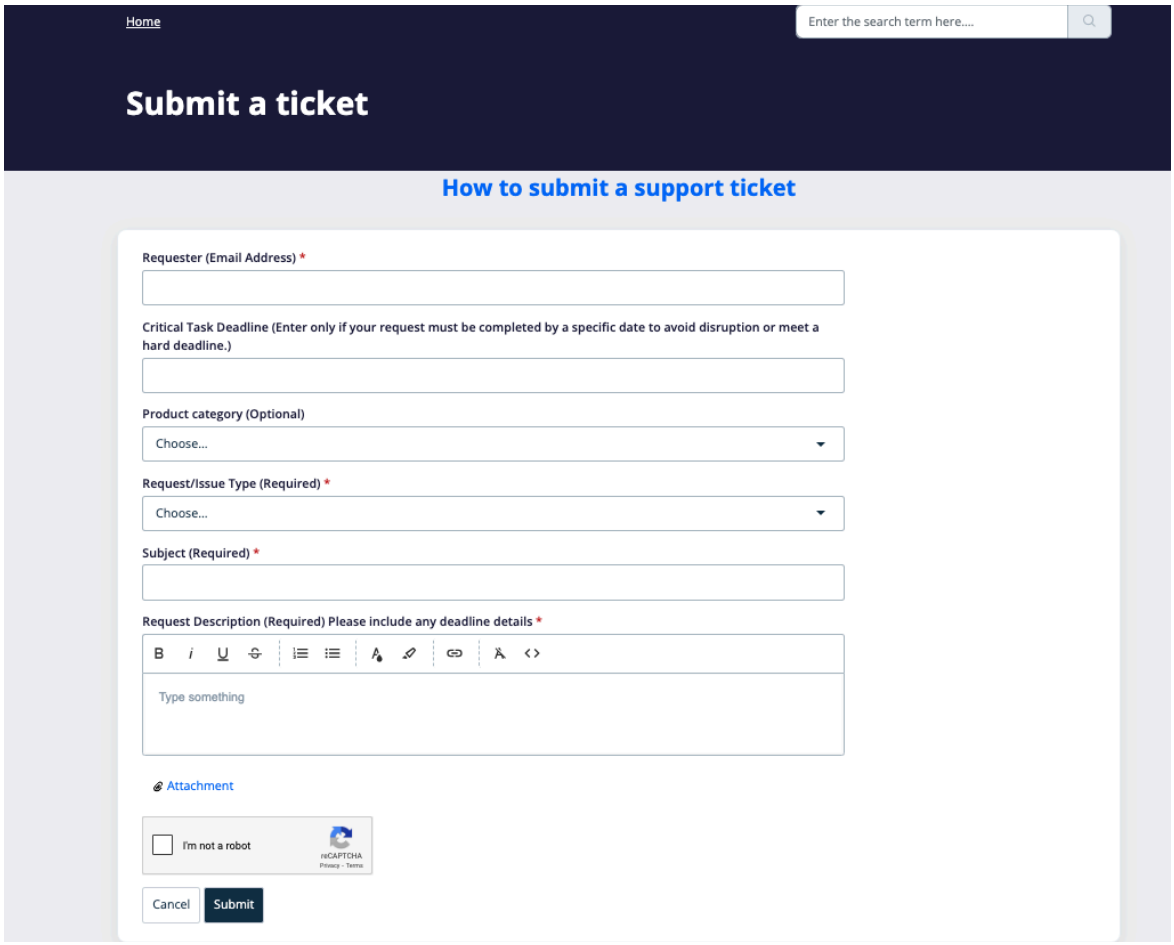
The City will have access to the Client Support Center, accessed directly from the Passport's portal This will be a resource for managing the City's existing parking environment, with links for system how-to's, account support, adding configurations and direct Passport support resources. Please see an image on the following page.



Client Operations Portal

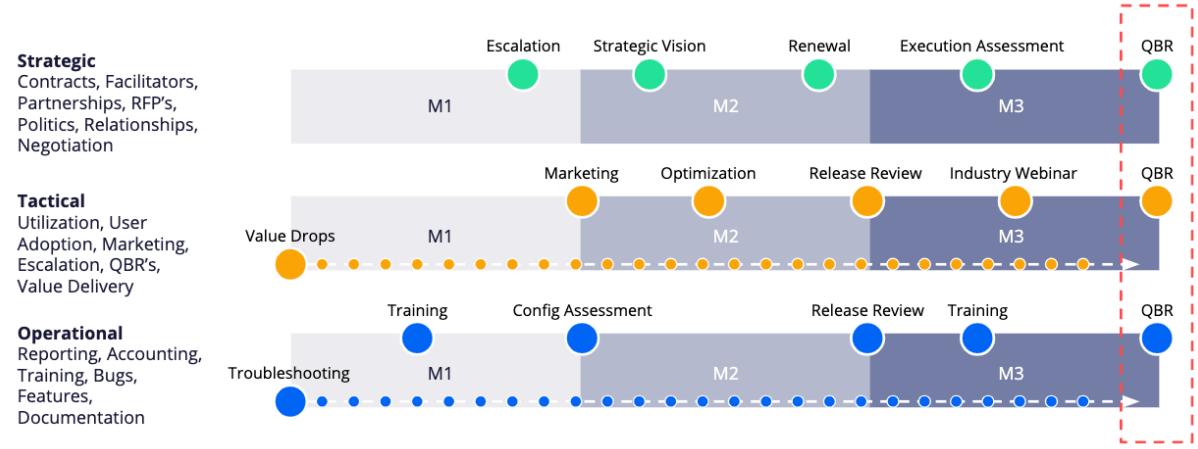
The City also has 24x7 access to Passport's Client Operations Portal, accessible from the Client Support Center, designed to streamline operational requests.

Here, the City can initiate a support request and track the progress of currently open requests by clicking their user icon and selecting multiple filter options from a drop-down menu.



Executive Business Reviews

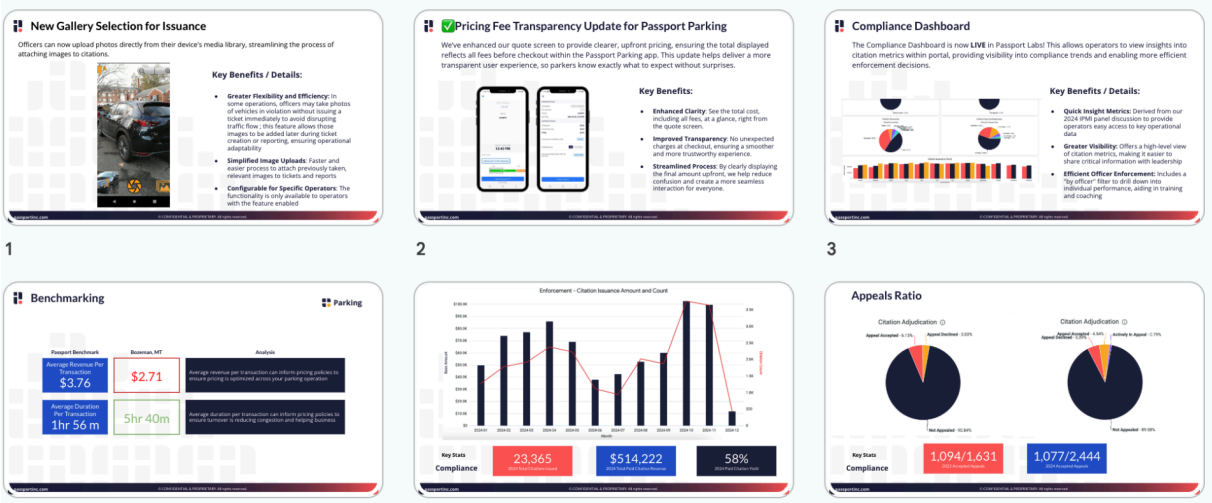
In tandem with the client support listed above, throughout the duration of the contract, the City has access to Executive Business Reviews. Your Client Success Manager, Shaina, can organize regular reviews and ad hoc progress & performance check-ins with relevant members of the City's assigned project team as well as City stakeholders/partners should the City be interested.



The Client Success Executive will focus on the following key objectives:

- To learn and to ensure alignment on business objectives
- To continue building on joint success
- To keep the City informed on all the latest & greatest at Passport
- To explore opportunities for optimized performance
- To ensure expectations are being met

The Passport team will have a prepared analysis on the City's operations, both cumulative and specific, for the last quarter and can compare it to Passport's hundreds of other clients as a baseline of how the City's specific solution is performing. Metrics will be determined based on City goals each quarter and the areas that have potential for improvement. See below for an example of typical operational analyses.



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h. Provides real-time reporting of unpaid sessions (for lots equipped with camera equipment.)

While Passport does not offer real-time reporting, we do have the capability to identify unpaid parking sessions for parking lots with camera equipment through our innovative product, Photo Enforcement. Further details are provided below.

Should the City be interested in an enforcement solution for frictionless environments, Passport's Photo Enforcement Solution provides the ability to manage and issue violations captured by camera-based hardware in barrier-free operations. Passport recognizes rules and regulations related to photo enforcement vary from municipality to municipality and from state to state. To accommodate all operation scenarios, Passport has developed two methods for taking action on violations identified with camera-based hardware, **Citation by Mail** and **Directed Photo Enforcement**, described below. Detailed pricing information is available upon request.

Integrations and Passport's Rights Logic Engine

Passport operates under an open-architecture structure, using open application programming interfaces (APIs) to fully integrate technology into clients' operations. Passport uses standard, public APIs that will enable the operations to connect other vendor solutions to Passport's enforcement platform. To enable Photo Enforcement on the enforcement solution, Passport developed a public Photo Enforcement API. This agnostic approach to participation via standard, public APIs allows for flexibility in the hardware chosen to be deployed at the Entity.

Passport's Parking Rights Logic Engine powers the enforcement solution. The engine receives API transactions and credential data from any mobile application. As events are captured by camera-based hardware, they are sent to the Passport enforcement solution via API. Passport's Parking Rights Logic Engine cross-references business rules and credentials against event data to determine when violations occur. By maintaining an agnostic, open ecosystem, Passport's platform welcomes participation and delivers flexibility in how the Entity can accommodate existing solutions or site-specific requirements.

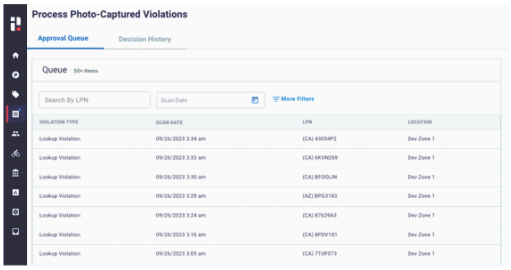
Citation by Mail

Where permissible, Passport's Photo Enforcement Solution allows an enforcement operation to send citations, identified by camera-based hardware, to the registered owner of a vehicle by mail for violations of non-payment or overstay.

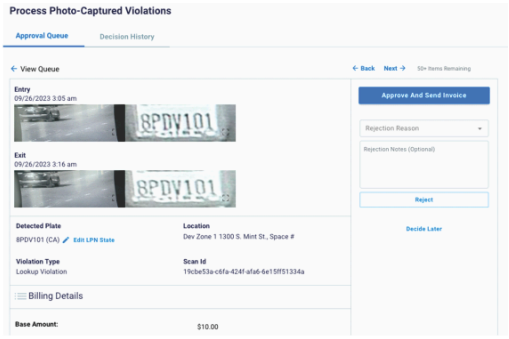
Workflow

- Passport ingests event data and photos from the camera-based hardware.
- Event detection runs through Passport Parking Rights logic engine for near real-time violation identification.
- When a violation is detected, it is pushed to the Passport enforcement solution "Pending Violation Queue".

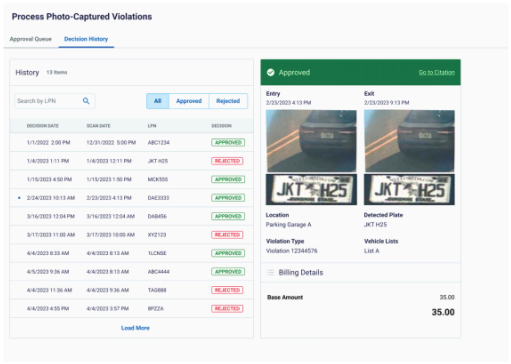
- An administrator will review the event and violation documentation to approve or deny the issuance of a citation.
- If approved, a notification with accompanying event and violation documentation will be mailed to the registered owner of the vehicle.
- Citation mailing is facilitated through an automated letter production and sending system, configured specifically to the Client's business rules to automatically send physical notices of violations to the registered owners of vehicles.



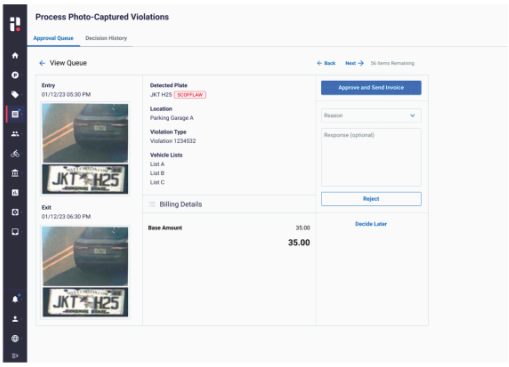
Approval Queue



Process Photo-Captured Violations



Decision History



Approval Queue - Example Scofflaw Violation

Citation By Mail Workflow

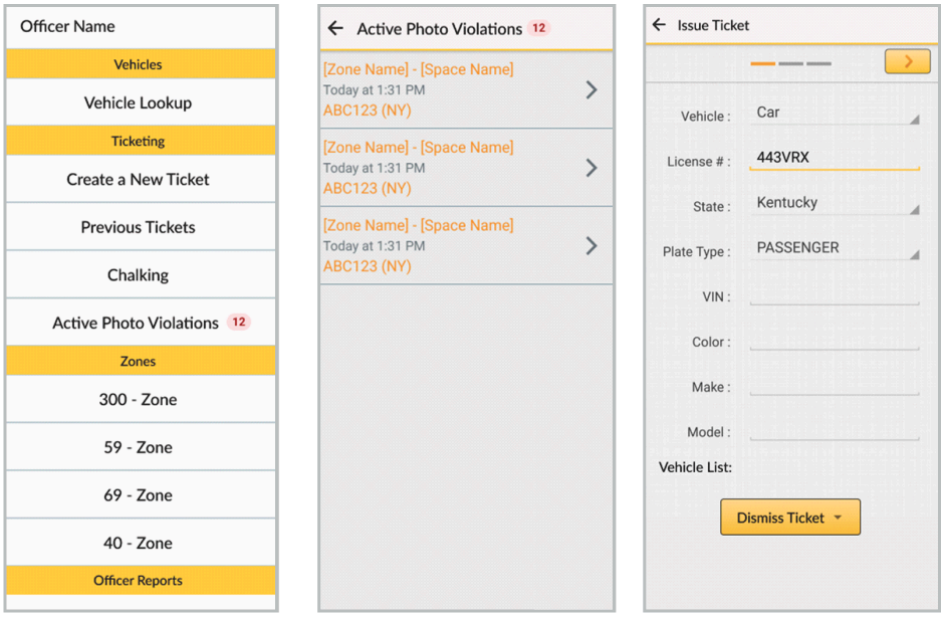
Directed Photo Enforcement Solution

Where citation by mail is not permissible, Passport's Photo Enforcement Solution directs parking enforcement personnel to vehicles in violation and place a physical parking violation on a vehicle's windshield.

Workflow

- Passport ingests event data and photos from the camera-based hardware.
- Event detection runs through Passport Parking Rights logic engine for near real-time violation identification.

- When a violation is detected, it is pushed to a handheld enforcement device utilizing the Passport's OpsMan Mobile issuance application provides a notification and live violation queue.
- Using any location information received by the camera provider to the handheld device, parking enforcement personnel are directed to the vehicle in violation.
- Upon arrival, parking enforcement personnel select the violation from the queue, which will create a citation issuance record.
- The enforcement officer can add photographs of the vehicle in violation to the citation record while placing a physical violation on the windshield.



Directed Photo Enforcement - Handheld CItation Issuance

BENEFITS OF PASSPORT'S PHOTO ENFORCEMENT SOLUTION	
Increased Parking Compliance	Passport's real-time data transfer keeps operations updated on paid, time limit, permit, or scofflaw violations - helping the City's enforcement team operate with precision while ensuring parking compliance is maximized.
Increased Revenue Generation	Passport's **photo enforcement solution** empowers City's operations to enforce frictionless environments efficiently, ensuring that all possible citations are issued and violators receive notification. This not only contributes to more closed-out citations, but also maintains a fair and consistent enforcement process.
Streamlined Operations	Passport's **photo enforcement solution** allows locations to operate more efficiently and effectively by automating processes and focusing

BENEFITS OF PASSPORT'S PHOTO ENFORCEMENT SOLUTION	
	resources. Reducing complexity and in-field enforcement requirements provides an opportunity to be proactive and concentrate on broader strategic goals for operations..
Enhanced Violator Experience	Through Passport's **photo enforcement solution**, operations can provide a transparent and seamless violation lifecycle. The City can decrease the time between issuance and payment by allowing violators to quickly and securely pay their citations through the citation payment portal.
Reporting Capabilities	Passport's integration with camera-based hardware allows for operations to understand how many vehicles are entering a facility on a given timeframe and further evaluate the level of compliance and violations occurring, helping to make resourcing decisions and provide visibility to clients.

Benefits of Passport's Photo Enforcement Solution

Passport's Photo Enforcement Solution is built to revolutionize parking management—eliminating resource constraints, fragmented oversight, and system complexity. With a streamlined, efficient and effective platform, operations can fully realize the benefits of modernized enforcement.

Past Performance

Regional Presence

Passport provides a variety of combinations of our solutions to over 60 public and private clients in Florida and serves over 100 total clients, specifically in the Southeastern United States. With deep roots in the area and a dedicated local team, we're uniquely positioned to deliver consistent, responsive service tailored to your evolving needs. The following case study highlights our success in delivering impactful, regionally focused solutions that drive results for clients with needs similar to Destin's.



Click on the image below for more information.



KEY WEST, FL

Key West parking leaders wanted to see cost savings, but overall they wanted a fully integrated system for simplification and ease of operation. With Passport, the City can save money on payments, modernize its systems, and make the best use of technology.

$250K
Costs recouped in credit card processing

Single Platform
One system to manage parking, enforcement and payment processing

14.7%
Overall cost savings

LEARN MORE

- Mobile pay parking app
-Enforcement
-Credit Card Processing

Passport works extensively in other Florida locations, including, but not limited to:

- City of Ocala, FL
- City of Cape Coral, FL
- City of Dania Beach, FL
- City of Cocoa Beach, FL
- City of Panama City Beach, FL
- City of Tampa, FL
- City of St. Augustine, FL
- City of Gainesville, FL
- City of St. Petersburg, FL
- City of Key West, FL
- City of St. Pete Beach, FL
- City of Destin, FL
- City of Pompano Beach, FL
- City of South Miami, FL
- City of Holmes Beach, FL
- City of Fort Myers, FL

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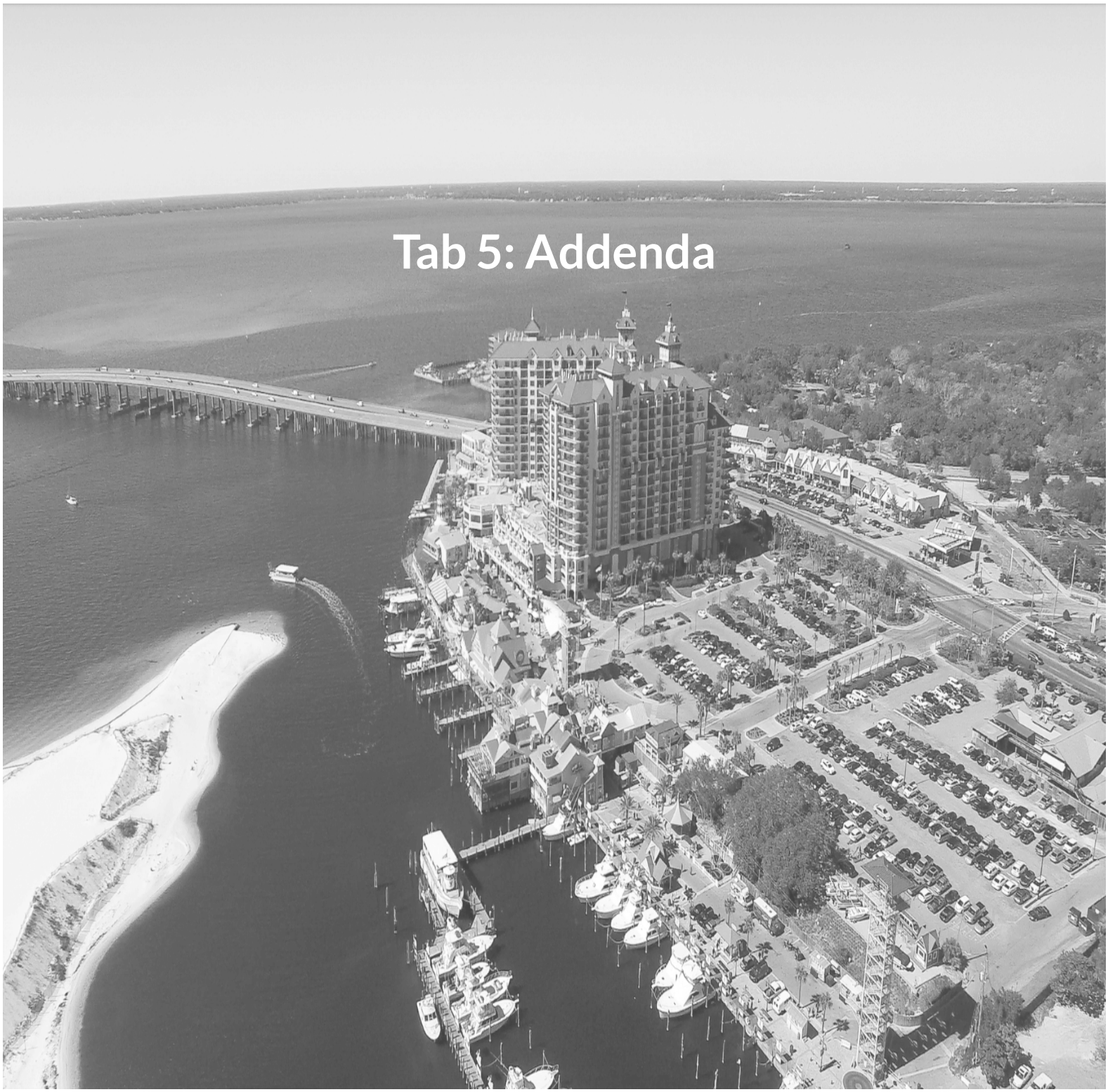
Additionally, Passport has proudly served the City of Destin for nine years. During this time, Destin has seen a 38% increase in mobile payment transactions from 2018 to 2024, generating over $3 million in net revenue through the Passport platform. Please see the *Passport's Partnership with Destin, FL* section on *page 74* for additional details.

References

To demonstrate our proven experience and ability to deliver high-quality parking management solutions, we are pleased to provide the following references. Each reflects a successful engagement with a client of comparable scope and complexity. These references highlight our capabilities in implementing citation management, permitting systems, and mobile payment platforms in municipal environments. Full contact details are provided to facilitate direct verification.

REFERENCE NO. 1	
Entity Name: City of Tampa, FL	**Contact Name & Title:** : Fed Revolte, Parking Operations Manager **Contact Phone:** 813-274-8482 **Contact Email:** fed.Revolte@tampagov.net **Address:** 306 East Jackson Street Tampa, Florida 33602
	Years Serviced: 2022 - present
	Description of Services: Mobile Payments for Parking Application & Digital Parking Permits services & Citation Management System
REFERENCE NO. 2	
Entity Name: City of Key West, FL	**Contact Name & Title:** John Wilkins, Parking Director **Contact Phone:** (305) 809-3855 **Contact Email:** jwilkins@cityofkeywest-fl.gov **Address:** 1300 White Street Key West, Florida
	Years Serviced: 2020 - present
	Description of Services: Mobile Payments for Parking Application, Digital Enforcement, & Digital Parking Permits services
REFERENCE NO. 3	
Entity Name: City of St. Augustine, FL	**Contact Name & Title:** Tara Bennie, Parking Manager **Contact Phone:** (904) 825-1090 **Contact Email:** tbennie@citystaug.com **Address:** 75 King Street Saint Augustine, Florida 32085
	Years Serviced: 2018 - present
	Description of Services: Mobile Payments for Parking Application, Digital Enforcement, & Digital Parking Permits services

Tab 5: Addenda



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Addendum No. 1

Please see the signed addendum on the following page.

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

JUNE 16, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made as a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

Due to the Juneteenth Holiday falling the original bid opening date, the bid opening date/time is hereby revised to <u>June 26, 2025 at 2:00 PM (CT).</u>

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:

Rich Holmes
Print Name



Signature

June 16, 2025
Date



Tab 6: Appendix

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Litigation List

1.March 2024- Sweeney v. Parking Corporation of Vancouver dba EasyPark and Passport Labs, Inc., Supreme Court of British Columbia, Vancouver Registry (Action No. S-224583). This is a proposed national class action in which claims are made against Passport on behalf of end users in Canada of parking services in respect of its branded and white label apps based on alleged breach of provisions of the federal Competition Act relating to price presentation. The claim is that the presentation is misleading to the extent that the initial price presented for parking services is unavailable due to mandatory convenience fees added before payment by the end user, causing loss to the proposed class.

- This action has not yet been certified to proceed as a class action and a certification application is not currently scheduled. There is a preliminary application filed and pending for a stay in favour of arbitration that may affect some, but not all, proposed class claims. The timing of that application before certification is under dispute and not yet resolved by the Court.
- Passport is defending the matter, seeking to stay claims in favor of arbitration to the extent possible, and will oppose certification on the basis that its price presentation in branded and white label apps, some or all, do not breach the statutory provisions and, in any event, no loss was caused to end users or this is an individual issue.

2. The City of Berkeley sent a demand letter to the Company in August 2020 alleging certain deficiencies in the Company's system. The Company proposed a multi-pronged and comprehensive approach to address the City's concerns, the matter was resolved, and the City of Berkeley's client relationship with the Company continues.

3. Conduent State & Local Solutions, Inc. protested the City of Cincinnati's award of two contracts—to the Company and IPS Group, Inc., in August, 2020, and subsequently filed a lawsuit against the City in Hamilton County, Ohio. These 4 parties entered into a settlement agreement resolving the matter and the case was dismissed with prejudice in December, 2022.

4. The Company filed a lawsuit in Spokane County, WA (Case No. 2-22-01582-32) in May, 2022, seeking a TRO and then a permanent injunction preventing the City of Spokane from disclosing (in response to Honkmobile, Inc.'s public records request) certain proprietary information contained in a redacted RFP response that the Company submitted to the City. The court granted a permanent injunction.

5. Wilkinson v. Olympia Development of Michigan LLC et al (E.D. Mich. 2:22-cv-10714-LJM-JJCG). This claim was a putative class action filed by a plaintiff who parked in a privately owned parking lot and paid an individual who falsely claimed that he was authorized to allow parkers to park at the lot. Plaintiff then received a parking citation from the lot operator, which was issued using The Company's system. (Plaintiff's citation fee was quickly reversed and plaintiff was never sent a collection letter.) The plaintiff essentially claimed that the citation was deceptive and violated the Fair Debt Collection Practices Act.

The Company believed that the claims raised in the complaint were unfounded and thus filed a Motion to Dismiss. On October 3, 2022, the court issued an opinion granting The Company's Motion to Dismiss.

6. On September 7, 2021, the Company entered into a Parking Ticket and Permit Processing System contract with the City of Somerville, Massachusetts (the "Somerville Agreement"). The incumbent provider, Conduent State & Local Solutions, Inc., sought and obtained a preliminary injunction in Massachusetts state court, preventing implementation of the Somerville Agreement until a trial on the merits. After the preliminary injunction was granted, the City of Somerville and the Company mutually agreed to terminate the Somerville Agreement, and stipulated to a dismissal of the lawsuit which included a permanent injunction of the Somerville Agreement.

7. In December 2021, Parking Worldwide, LLC ("PWW") filed a patent infringement claim relating to US Patent 10,438,421 B2 (E.D. Mo. Case No. 4:21-cv-01499) against the City of San Francisco and five other defendants, including the Company. The allegedly infringed patent describes a system for displaying (through a mobile application or web browser) the availability and status of parking spaces within a geographical area. In June 2022, the Court granted the Company's Passportinc.com | rfp@passportinc.com | 2023 Passport Labs Inc., All Rights Reserved 93 motion to dismiss the suit without prejudice. PWW subsequently filed a new patent infringement suit in November 2022 (E.D. Mo. Case No. 4:22-cv-01252) that did not name the Company as a Defendant.

Sample Service Level Agreement ("SLA")

128 S Tryon St., Suite 1000
Charlotte, NC 28202
Passportinc.com

This document discusses Passport's standard Service Level Agreement ("SLA")

Passport will provide the Software with an uptime of at least ninety-nine percent (99.99%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to: the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six-month period) and b) the Uptime Guarantee multiplied by the total fees payable to Passport for such month. For example, if during a given month, the Software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to Passport were one hundred dollars ($100.00), Passport would issue a billing credit of four dollars ($4.00). For the purposes of this Agreement, Uptime is defined as any period of time during which end users of the Software can use the Software to pay for parking, pay for mobile tickets, or issue parking citations, as applicable.

Riders will have a separate number and team to call in the event of technical problems. Passport's technical support will answer any questions related to the product itself but will direct the rider to the City for any issues related to the refunds or substantive transit/parking questions.

Passport will provide telephone support for parkers/riders and City staff between the hours of 8:00 a.m. to 7:00 p.m. ET with after-hours telephone support available 24/7. Passport will provide the City with a dedicated Client Success Executive, available to guide the City through all aspects of the Passport platform. The CSE will keep the City abreast of all new features and functionality of the platform, especially as they pertain to the City's specific operations. In addition to the CSE, the City may contact Passport's Product Support Team at any time for technical issues and for help with configuring operator settings in OpsMan. A pillar of Passport's service offering is its unparalleled support team, which assists parkers/riders and clients across North America, including some of the largest installations in the United States, such as Chicago, Boston, Cleveland, and more.

Passport's Product Support Team will be responsible for all of the City's technical support issues. Product Support Specialists ("PSS") can be reached via email or phone 24 hours a day, seven days a week, and will also closely monitor the App Server Log for any issues. The App Server Log sends emails or bug reports containing specific keywords to the Product Support Team. Once received, the PSS will determine whether the issue is critical or noncritical. Breakdowns of critical functions will be addressed immediately, determining the cause and implementing a solution as quickly as possible. Noncritical issues will be logged in Passport's internal issue tracking system, JIRA, and fixed in the order received.

To monitor, troubleshoot, and fix any errors or interruptions, the City will contact its Product Support Specialist, who will work with the software engineers to resolve the issue as quickly as possible and train administrators to use the product most effectively. This support is available 24 hours a day, seven days a week. Depending on the severity of the issue, Passport will respond as follows:

Priority	Elements	Support Response
Priority 1 – Critical Problems:	Marked by problems that: • Crash the system completely; • Corrupt data; • Cause major functions or features to fail to operate; or • Otherwise significant, material, and substantive.	Passport will provide an error notice for such problems **within one (1)** hour of Provider's receiving notice of such error and dedicate resources on a continual, best efforts basis to correct the problem within twelve (12) hours of receipt of the Error Notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.
Priority 2 – High Impact Problems	Marked by problems that: • Cause significant delays or • Cause minor functions or features to fail to operate that are substantive, but not material.	Provider shall provide an Error Notice for such problems **within four (4) hours** of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within 24 (24) hours of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.
Priority 3 – Medium Impact Problems	Marked by problems that: • Cause minor delays, but • Do not inhibit the ability to use the service and are neither substantive nor material.	Passport will provide an error notice for such problems **within two (2) days** of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within four (4) days of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.
Severity 4 – Low Impact	Marked by problems or requests that: • Are typically questions, requests for information or • Requests for rate changes, zone updates, consumables, etc.	Upon case creation, Passport will work during normal business hours and use reasonable commercial efforts to fulfill the request **within seven (7) days** of case creation.

The PSS will serve as the intermediary between the City and Passport's Product and Development teams. The City can expect to receive clear communication from the PSS explaining the problem and

what has been done to both fix the issues and prevent it from happening again. For all standard support items, the City can expect a first response to their support inquiry within 8 business hours. Should an item be deemed critical to the City's operations, an emergency protocol is in place, and the City can expect a first response within an hour.

To contact the Product Support Team

Monday-Friday 8 AM - 7 PM EST
Phone: (980) 939-0990
Email: help@passportinc.com

After Hours Answering Center:
Phone: (866) 815-3043

Parker/Rider Support

Passport supplies a variety of support through the application, website, and telephone support. Parkers/Riders will have unlimited access to self help in the form of FAQs through the application. During business hours, calls will be answered by Passport's headquarters. Outside of business hours, parkers/riders will have an emergency number to call, if needed.

Phone: (704) 817-2500
Email/Bug Report Tickets: Support@passportinc.com



PROPOSAL | JUNE 26, 2025

City of Destin

RFP NO. 25-08-PW

Premium Parking Service, L.L.C.

Bed Redman
Market President, Gulf Coast
bredman@premiumparking.com

Ken Smith
Vice President, Municipalities
ksmith@premiumparking.com

Chester Escobar
Vice President, Southeast
cescobar@premiumparking.com

Ben Montgomery
President
bmontgomery@premiumparking.com

PREMIUM PARKING

City of Destin, Florida

To the City of Destin,

Premium Parking is pleased to submit our proposal in response to **RFP NO. 25-08-PW** for the City of Destin. With over two decades of experience providing innovative, data-driven parking solutions, we are confident in our ability to deliver a turnkey program that meets and exceeds the City's objectives for efficient, secure, and user-friendly parking operations.

We understand the importance of maintaining the charm and accessibility of Destin's historic downtown while modernizing its parking infrastructure. Our proprietary **GLIDEPARCS®** platform and contactless payment systems are already enhancing customer experience and operational efficiency across 125+ U.S. cities. By combining this technology with local expertise and a tailored implementation plan, we aim to create a solution that supports tourism, business, and resident needs while optimizing revenue for the City.

Our team is committed to working closely with City staff to ensure a seamless rollout and ongoing success of the parking program. From equitable residential permitting to rigorous enforcement, real-time analytics, and transparent financial reporting, we are prepared to manage the full scope of services outlined in the RFP with professionalism and accountability.

Enclosed you will find our complete proposal package, including company qualifications, a detailed performance delivery plan, references, budget and cost projections, required certifications, and all executed exhibits.

We appreciate this opportunity to partner with the City of Destin and are enthusiastic about contributing to its continued growth and success. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Kind Regards,

Ben Redman
Market President
Premium Parking

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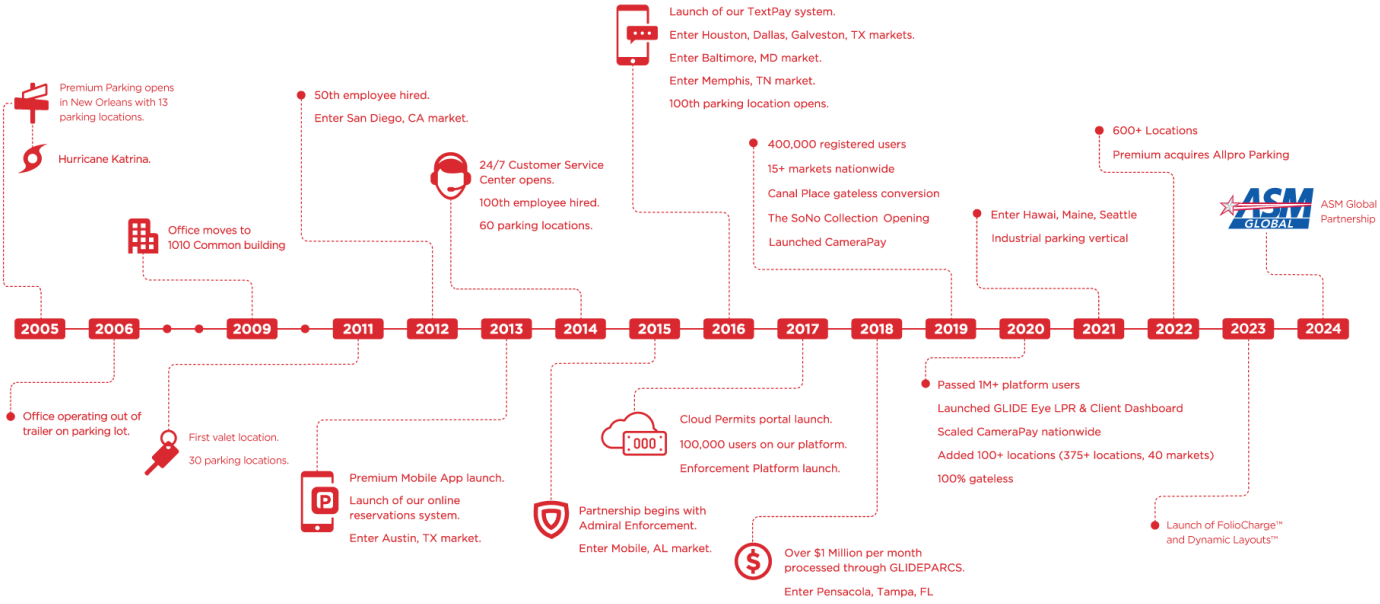
About Premium Parking.

Premium Parking was founded in 2005 in New Orleans to help fuel the city's growth after Hurricane Katrina. We have developed an easier to use and manage parking system powered by software, to help us deliver on our goal of a superior, guest-focused user experience. Our team works to educate all stakeholders on the benefits of modern, gateless and Free Flow parking solutions. We have a network of parking experts to help design customized operating plans and strategies to drive enhanced profitability and boost guest satisfaction.

Our Timeline



Trusted by Top Industry Clients Including:

Rock Hill South Carolina Always on.

City of Memphis

The City of Annapolis Maryland

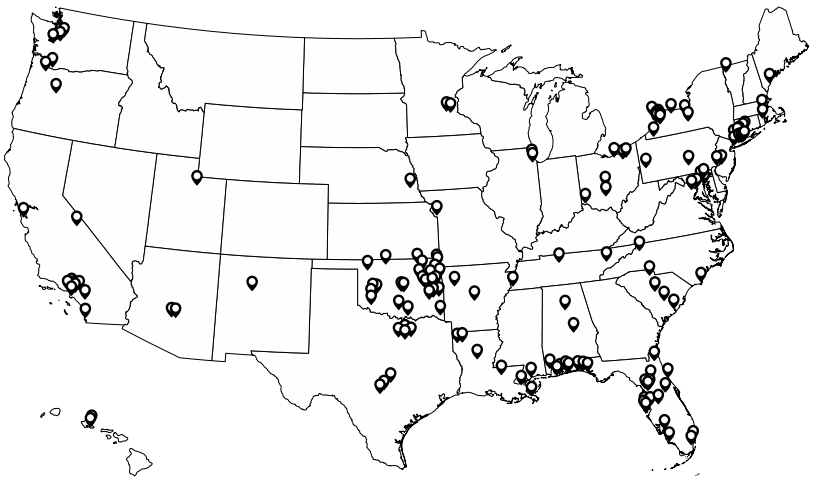
Town of Kure Beach North Carolina

Tab A - Our Team.

Premium Parking prides itself on its people and the ability to attract talent to execute the company vision. As leadership begins at the top of every institution, our CEO sets the bar high for our organization by embracing the needs of our clients and listening attentively to the unique goals & objectives of each client we serve. This approach allows Premium Parking to assign qualified personnel to key aspects of the operation that can help ensure all established goals and objectives are met, delivering true value that mutually aligns all stakeholders.

When you partner with us, you will be implementing an unrivalled product that offers not just an unmatched guest-focused experience, but also significant cost savings and proven innovation to drive your parking operations forward.

CITIES	LOCATIONS	% OF PAYMENTS VIA MOBILE	ASSOCIATES
125	1300	85%+	850



Akron	OH	Hernando	FL	Pasadena	CA
Albuquerque	NM	Homosassa	FL	Pawhuska	OK
Alexandria	LA	Honolulu	HI	Pensacola	FL
Amherst	NY	Hulbert	OK	Pensacola Beach	FL
Annapolis	MD	Ithaca	NY	Philadelphia	PA
Ardmore	OK	Jacksonville	FL	Phoenix	AZ
Austin	TX	Jamestown	NY	Pittsburgh	PA
Baltimore	MD	Jet	OK	Port Sulphur	LA
Baton Rouge	LA	Kailua	HI	Providence	MA
Bay St. Louis	MS	Kansas City	MO	Ravenna	OH
Beachwood	OH	Kingston	OK	Redington Shores	FL
Bellevue	WA	Knoxville	TN	Reston	VA
Bend	OR	Kure Beach	NC	Rochester	NY
Biddeford	ME	Lackawanna	NY	Rock Hill	SC
Birmingham	AL	Lakeland	FL	Ronkonkoma	NY
Boone	NC	Lincoln	NE	San Diego	CA
Bossier City	LA	Lone Wolf	OK	San Marcos	TX
Braggs	OK	Los Angeles	CA	Sand Springs	OK
Broken Bow	OK	Madeira Beach	FL	Santa Monica	CA
Brooklyn	NY	Marina Del Rey	CA	Seattle	WA
Buffalo	NY	Memphis	TN	Shreveport	LA
Burlington	VT	Mesquite	TX	Springville	NY
Camp Hill	PA	Miami	FL	St. Paul	MN
Canadian	OK	Mineola	NY	Stamford	CT
Chardon	OH	Miramar Beach	FL	Stanford	CA
Checotah	OK	Mobile	AL	Syracuse	NY
Chicago	IL	Montgomery	AL	Talihina	OK
Cincinnati	OH	Mountain Park	OK	Tampa	FL
Clearwater	FL	Mulberry	AR	Temecula	CA
Cleveland	OH	Naples	ME	Tempe	AZ
Columbia	SC	Nashville	TN	Tigard	OR
Columbus	OH	Natick	MA	Torrance	CA
Coral Gables	FL	New Braunfels	TX	Tukwila	WA
Crystal River	FL	New Orleans	LA	Tulsa	OK
Dallas	TX	Niagara Falls	NY	Van Nuys	CA
Destin	FL	Norman	OK	Vance	SC
Excelsior	MN	North Charleston	SC	Vancouver	OR
Fairland	OK	North Little Rock	AR	Vian	OK
Flagler Beach	FL	Norwalk	CT	Washington DC	DC
Fort Cobb	OK	Ocala	FL	West Siloam Springs	OK
Fort Walton Beach	FL	Oklahoma City	OK	Westbury	NY
Fort Worth	TX	Olympia	WA	West Haven	CT
Foss	OK	Orange Beach	AL	Wilburton	OK
Ft. Myers	FL	Orchard Park	NY	Williamsville	NY
Grove	OK	Orlando	FL	Wister	OK
Gulf Shores	AL	Panama City	FL	Woodward	OK
Haddonfield	NJ	Park City	UT	Wyandanch	NY
Harvey	IL	Park Hill	OK	Yonkers	NY

Key Team Members.



Ben Redman | Market President, Gulf Coast

Ben Redman brings a dynamic blend of entrepreneurial spirit and corporate expertise to the team. Prior to joining Premium Parking, Ben founded a successful Digital Marketing company straight out of college, leading a dedicated team for four years and gaining invaluable experience in client relations, strategic planning, and team management. In 2021, Ben made a significant move to Premium Parking, initially serving as an Account Manager in Mobile, AL. In this role, he played a pivotal part in managing accounts across the Gulf Coast, fostering strong client relationships, and implementing effective parking solutions. Ben's journey from entrepreneur to corporate leader equips him with a unique perspective, allowing him to navigate the complexities of the parking industry with creativity and strategic acumen. He is dedicated to driving Premium Parking's success in the Gulf Coast, ensuring that clients receive top-notch service and innovative parking solutions tailored to their unique needs.



Ken Smith | Vice President, Municipalities + Market President, Omaha

Ken Smith is the Vice President of Municipalities for Premium Parking, where he leads strategic operations and growth across the municipal vertical. Formerly Omaha's first Parking Manager, he transformed the city's parking system into Park Omaha—closing a $1.4 million deficit, expanding facilities from 9 to 23, and integrating mobility solutions including a new streetcar system. Ken previously held leadership roles in Lincoln and Council Bluffs and worked as a planning consultant with JEO Consulting Group. He holds a bachelor's in Aviation Science from the University of Nebraska at Omaha and completed graduate coursework in Community & Regional Planning at the University of Nebraska–Lincoln.



Chester Escobar | Vice President, Southeast

Chet is a seasoned professional in the parking and transportation industry, boasting over 25 years of invaluable experience. Most recently, he served as Vice President overseeing the Florida and Puerto Rico markets for SP+. In this capacity, he managed a diverse portfolio of clients spanning Class-A office, mixed-use, municipal, sea port, and special event segments. Prior to his role at SP+, Chet held the position of Chief Operations Officer for the Miami Parking Authority and served as Assistant Parking Director for the City of Miami Beach. He has been an active member of the Florida Parking and Transportation Association board of directors for the past 11 years, having been elected as President in 2017 and currently serving as Treasurer. Additionally, Chet contributes his expertise as a Board Member with the Dade County BOMA Chapter. Chet earned his bachelor's degree from Florida International University.



Ben Montgomery | President

Ben joined the Premium Parking team in 2008 as Vice President of Business Development. Over the past decade, he has analyzed, underwritten, and overseen hundreds of parking operations across the country, as well as help develop the corporate culture and internal systems that continue to drive Premium forward today. In 2016, Ben assumed the role of President, where he has remained involved in operations at every level, from training to technology and all aspects in between. He has been a continued leader in sharing the vision of GLIDEPARCS® with current clients, new clients, and the parking industry. In 2017, Ben was named to the National Parking Association's 40 Under 40 class, recognizing him as one of the industry's best and brightest young professionals. Ben is based in New Orleans, has been in the parking industry for over 10 years, and currently sits on the National Parking Association Board of Directors.



Jim Huger | Founder & Chief Executive Officer

Jim entered the parking industry in 1994 with the acquisition of Dixie Parking, a company founded by his family in 1936. After successfully growing and selling the business, he re-entered the field in 2005, founding Premium Parking. The company's roots started in a modest construction trailer on a parking lot in New Orleans, with a simple mandate: clean, efficient, and friendly parking. Premium Parking, under Jim's leadership, disrupted the industry by championing gateless parking through its GLIDEPARCS® Software. Initiated in 2011, this software project marked Premium's commitment to redefining parking solutions. The company has since expanded its reach across the country, serving diverse clients in various markets, and facilitating the parking of millions of cars through its innovative software platform.

Corporate Support.



Zack Widdoss
Business Intelligence



Michael Kendall
Customer Support



Ryan Crespino, CPA
Finance



Sarah Pugh
Human Resources



Nate Thompson
Information Technology



Marc Sketchler
Legal



Jennifer Bell
Marketing



Adam Guichard
Product



Charles Silvia
Strategic Sales



Shawn Reppel
Training

Ownership.



Jim Huger
Founder & CEO



Ben Montgomery
President

CPP ALL-STAR TEAM NPA Champions of Education

At Premium Parking, our senior management team exemplifies industry excellence, with each member holding the Certified Parking Professional (CPP) designation. This certification, endorsed by the National Parking Association, represents a rigorous standard of expertise in parking management across operations, safety, finance, and customer service.

Premium Parking was the first organization to gain the CPP All-Star Designation from NPA, showcasing our commitment to on-going education, unparalleled service, and ensuring our clients and communities are working alongside the best parking professionals in the business.

Our System: GLIDEPARCS®.

One Full-Stack Gateless Parking Management Solution.

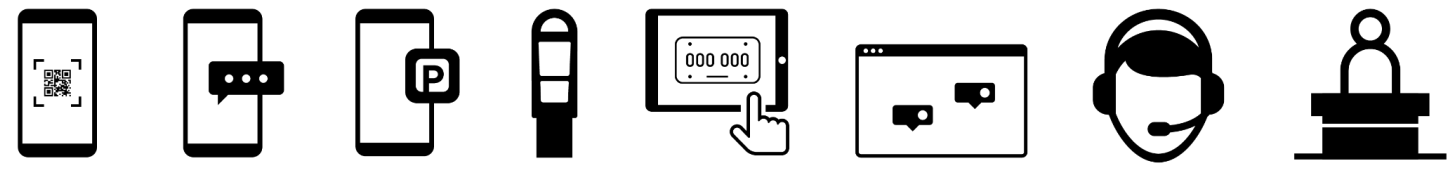
GLIDEPARCS® is a secure cloud-based system that eliminates the need for paper tickets, parking gates, and/or hand-held equipment. It can control all aspects of a venue parking operation, combining best practices with modern parking trends into one holistic system. This allows us to provide the most complete parking solution in the industry, resulting in a more enjoyable parking experience for all guests and a more profitable and efficient parking operation for our clients.



A **full-stack** parking solution is a comprehensive system of hardware and software designed to automate and optimize the management of a parking facility. The result is a more enjoyable parking experience for drivers and a more efficient, profitable parking operation.

Payments & Validations

Through our extensive experience managing parking and mobility services, we understand the diverse needs of various user groups. Each group requires tailored parking solutions to ensure smooth operations and a positive experience. We'll collaborate closely with your team to create a strategy that not only enhances the parking experience but also aligns with the unique requirements of your location. Our portfolio includes a variety of streamlined validation solutions, such as promo codes, self-validation kiosks, web-based validations, and in-app complimentary rates, alongside customized operational solutions for every user group.

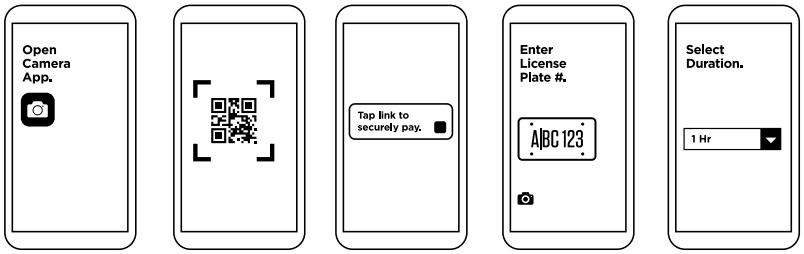


CameraPay | TextPay | Premium App | Kiosk | Visitor Kiosk | Website | Customer Service | Concierge

Mobile Payment Option Workflows

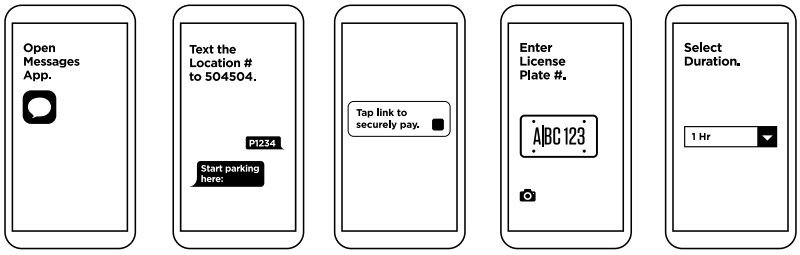
CameraPay®

Parkers can effortlessly scan the QR code on our signs, click on the generated link, and be seamlessly directed to our secure user-friendly mobile payment portal.



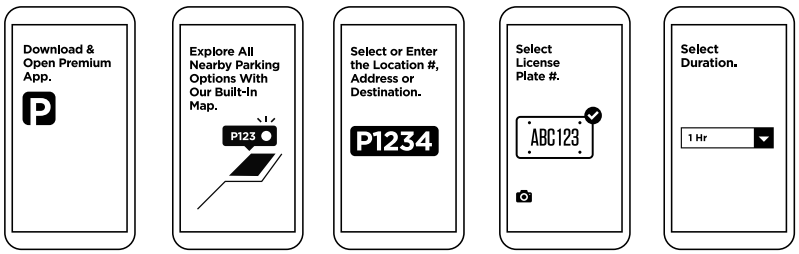
TextPay®

For an alternative option, parkers can simply text the location number to the number indicated on the signage. In response, we provide a secure link that guides them through our user-friendly mobile payment portal.



Premium App

Elevate your parking experience with the Premium Parking mobile app, offering repeat customers the quickest and most convenient way to locate, pay for, and effortlessly extend their parking from any location. Transactions are completed in an instant using credit cards. Notably, our app enables users to store multiple vehicles and credit cards within their account, with easy vehicle switching and seamless transactions. The app is compatible with both Android and iOS devices.



Marketing.

Premium Parking is a recognized leader in leveraging innovative marketing strategies to enhance wayfinding, increase revenue, and elevate the overall parking experience. For the City of Destin, our approach will focus on making parking intuitive and accessible for both first-time and returning visitors.

To achieve this, our in-house marketing team will implement a robust digital wayfinding system. This includes integrating real-time location data across major navigation platforms such as Google Maps, Apple Maps, and Waze. Additionally, we will develop dedicated landing pages for each surface lot and on-street parking zone, providing clear, up-to-date information to help users plan their visit with ease.

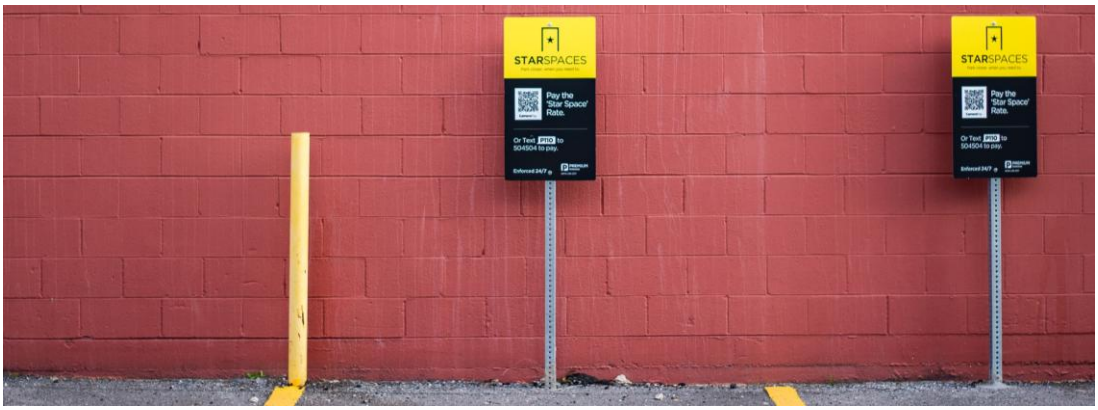
Beyond wayfinding, we offer tailored marketing solutions to drive awareness and demand. This includes thoughtful branding, signage design, and both internal and external communications. Our custom City Guides highlight local attractions and amenities, enhancing the visitors' experience while supporting local businesses.

To further amplify visibility, we can deploy a range of media tactics as needed, including SEO, public relations, blog and content marketing, social media campaigns, email outreach, push notifications, and targeted paid advertising.

Star Spaces®

Park closer, when you need to.

The most coveted spaces in a garage have much higher customer demand. We created Star Spaces® for retail, office and mixed-used developments to make parking even easier, especially for time sensitive guests.



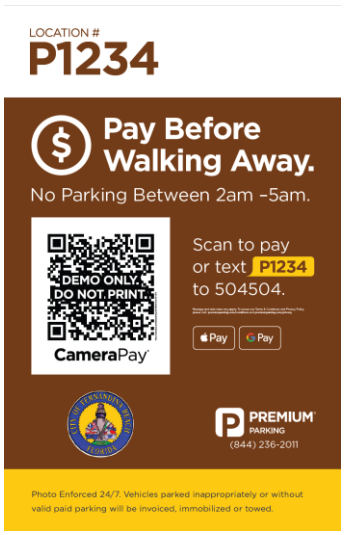
Signage.

Clear, Concise & Tested Signage.

Our sign plans include intelligent wayfinding and directional signage with simple, proven instructional language. These will be placed at key points throughout the facility to help develop a uniform and successful education/communication strategy. Our Marketing Team will work directly with your team to ensure that branding and messaging are aligned to ensure the smoothest parking experience for your parkers.









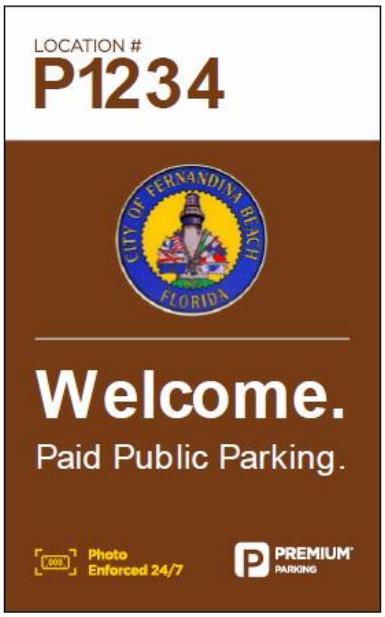
Sign Key.

Each symbol coordinates with the following sign plans by lot and street zone.

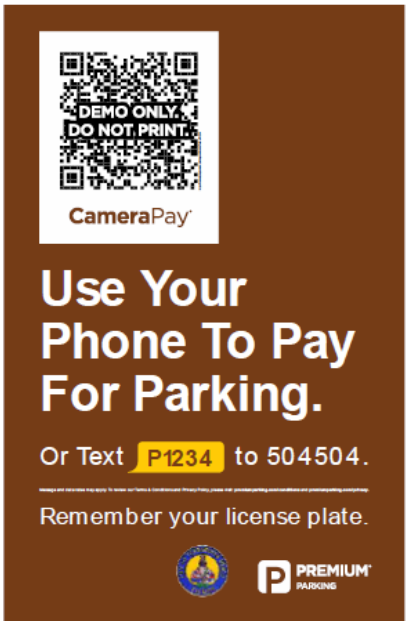
S Street — On Street ID



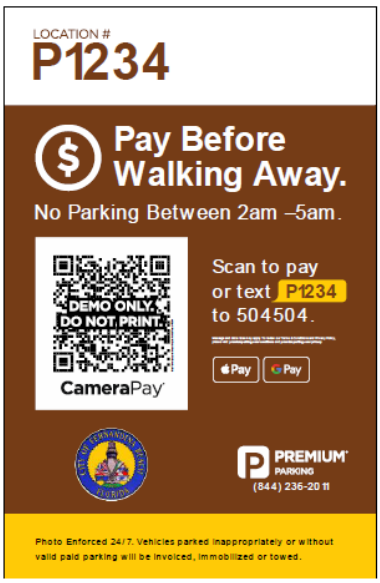
E Entry — Welcome



P Pedestrian Egress — Reminder



D Distributed — Paid Public Parking

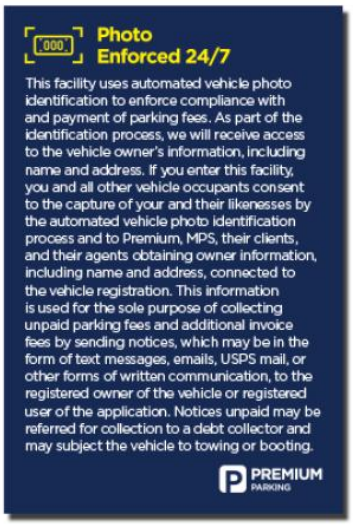


Star Spaces



C Distributed — Compliance 2 LPR Terms



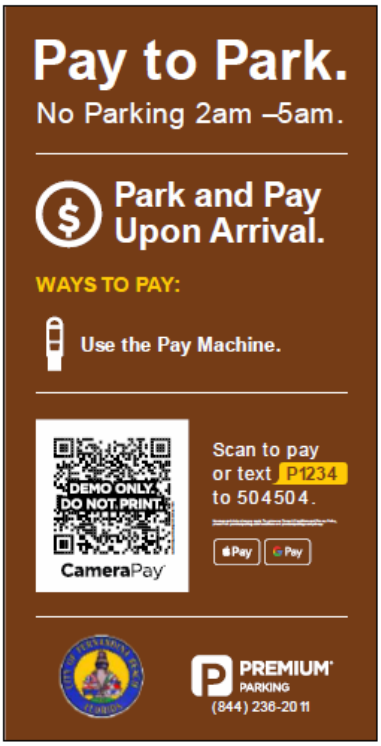


1 Photo Enforced Sign 01

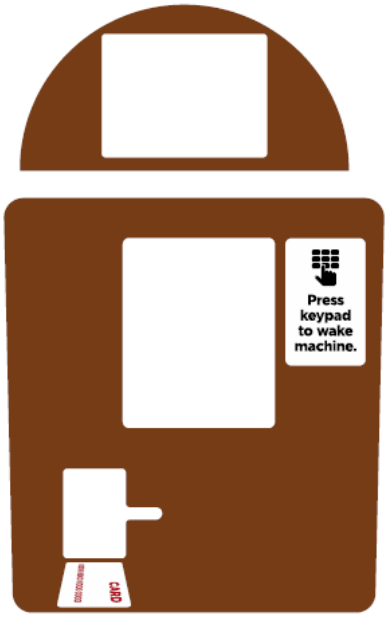


1 CameraPay® Zone 1 Angled

1 sign per 2 spaces.



M Pedestrian Egress — Pay Machine Decals





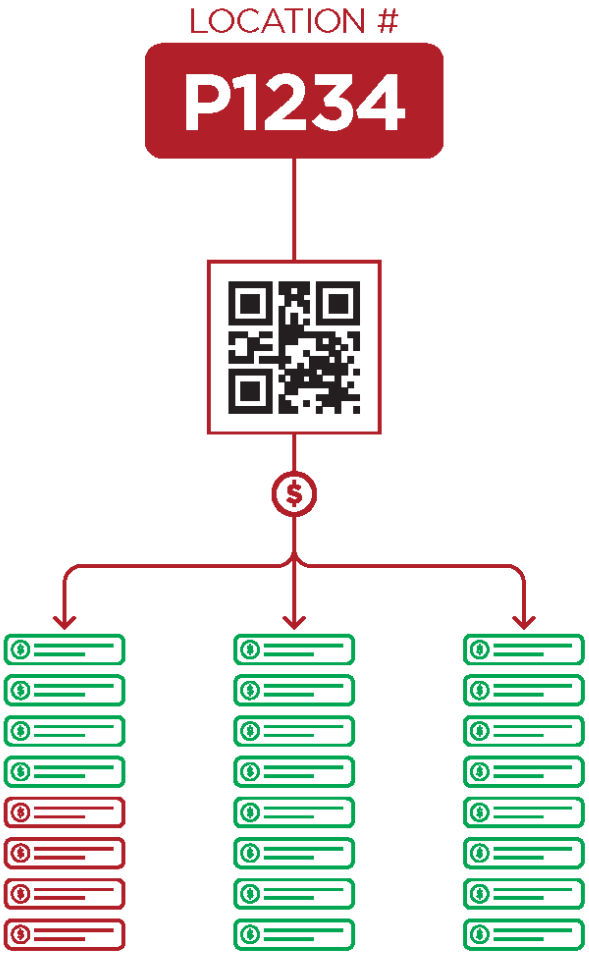


CameraPay® with FraudGuard™

Spot QR Code fraud fast with machine learning and unique codes.

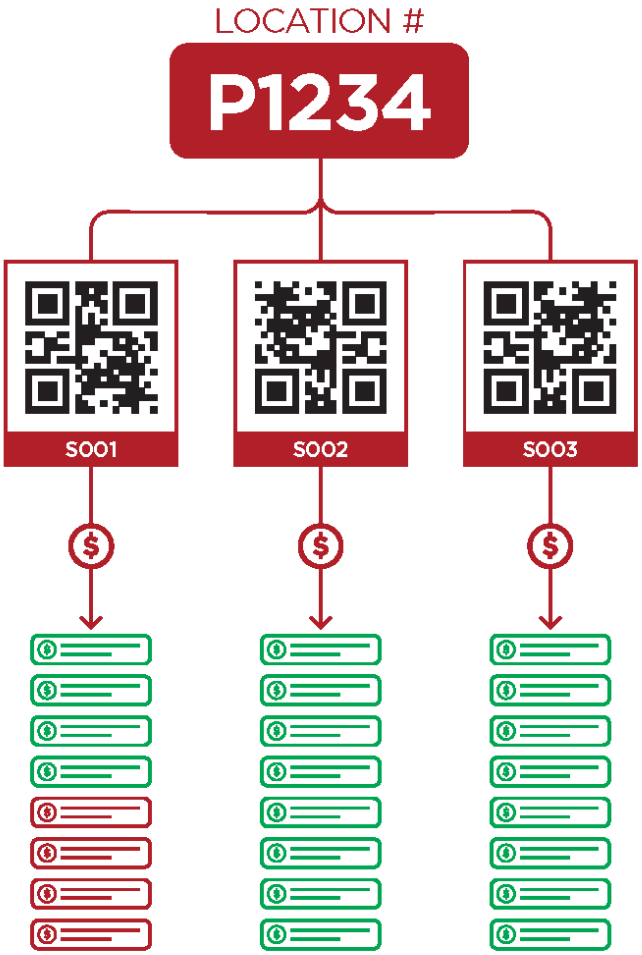
Premium Parking engineered Fraud Guard™ into GLIDEPARCS® to protect our customers and clients from QR Code scams. Starting in the sign plan GLIDEPARCS creates unique QR Codes for every sign. Then we overlayed a machine learning algorithm to quickly pin-point the specific sign where a scam is likely occurring. GLIDEPARCS automatically pushes out an alert to the operating team and tracks its resolution. Don't wait for your team, customers, or a reporter (yikes!) to let you know a scammer hijacked your signs. Identify in minutes what often takes days.

All signs have the same QR code.
Single funnel of transactions.



16% Variance

Each sign has a unique QR Code.
Multiple funnels of transactions.



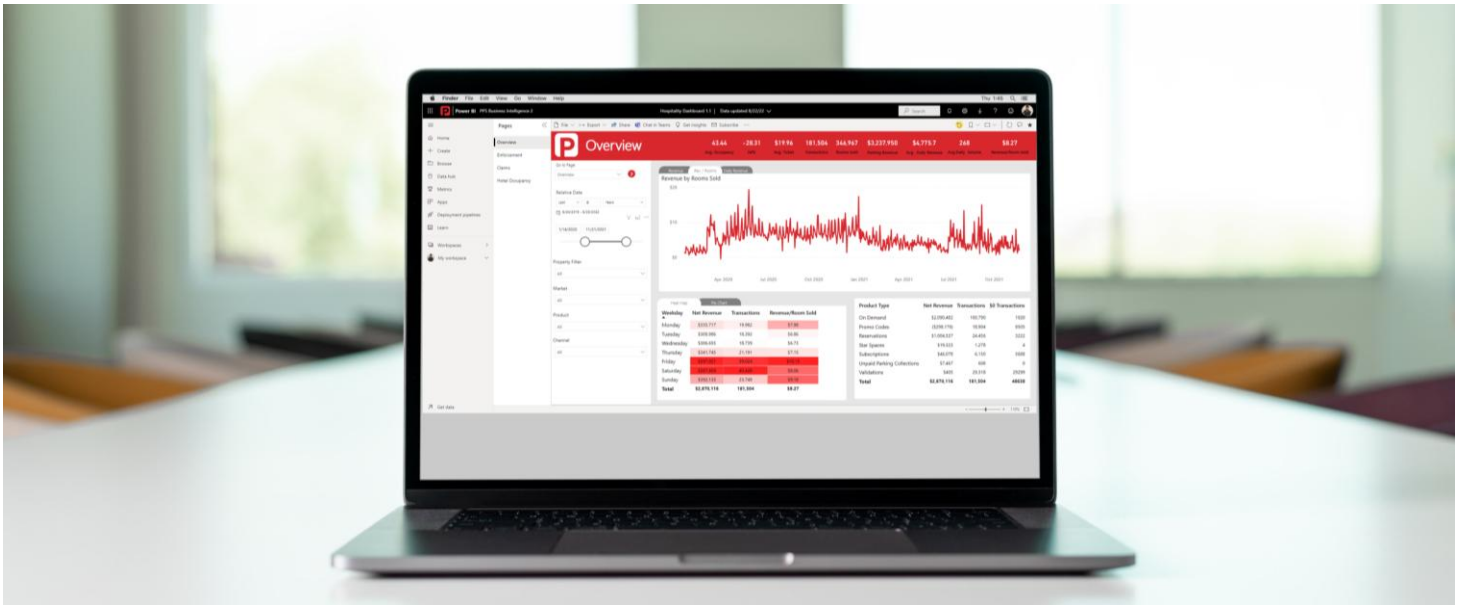
50% Variance

PREMIUM PARKING

Analytics + Business Intelligence.

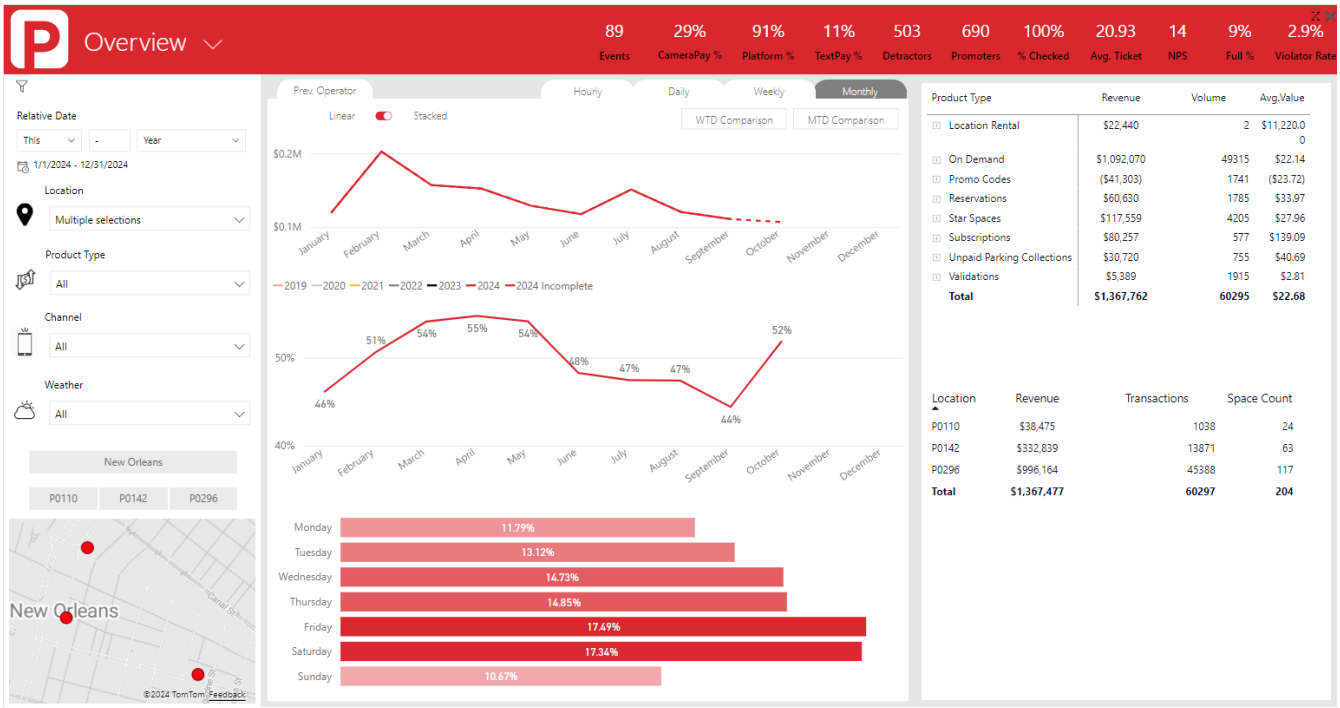
Powerful insights, all in one place. Premium Parking utilizes data from the GLIDEPARCS® system to continuously look for trends, optimize our shared parking strategy, and manage rates. Our license-based tracking provides a level of data and understanding that other operations cannot. With license plate verification, we can understand individual usage including where the vehicle parks, entry/exit times, visit frequency, and other data that translates to educated price modeling and enhancements to increase net income.

Subscriptions | Reservations | Transactions | Net Promoter Score | Customer Feedback | Occupancy | Revenues | Compliance

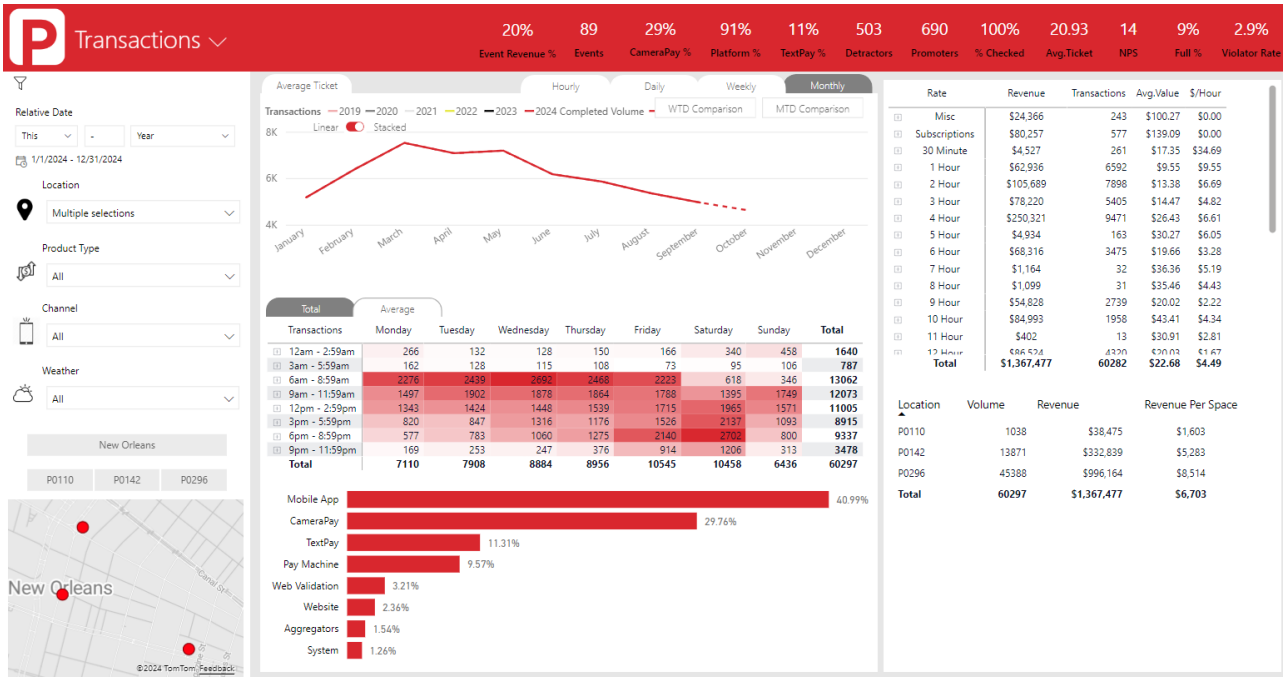


The **Client Dashboard** enables managers and clients to gain valuable insights into parker activity and user behavior by providing detailed data down to the hour, with both stacked and linear view

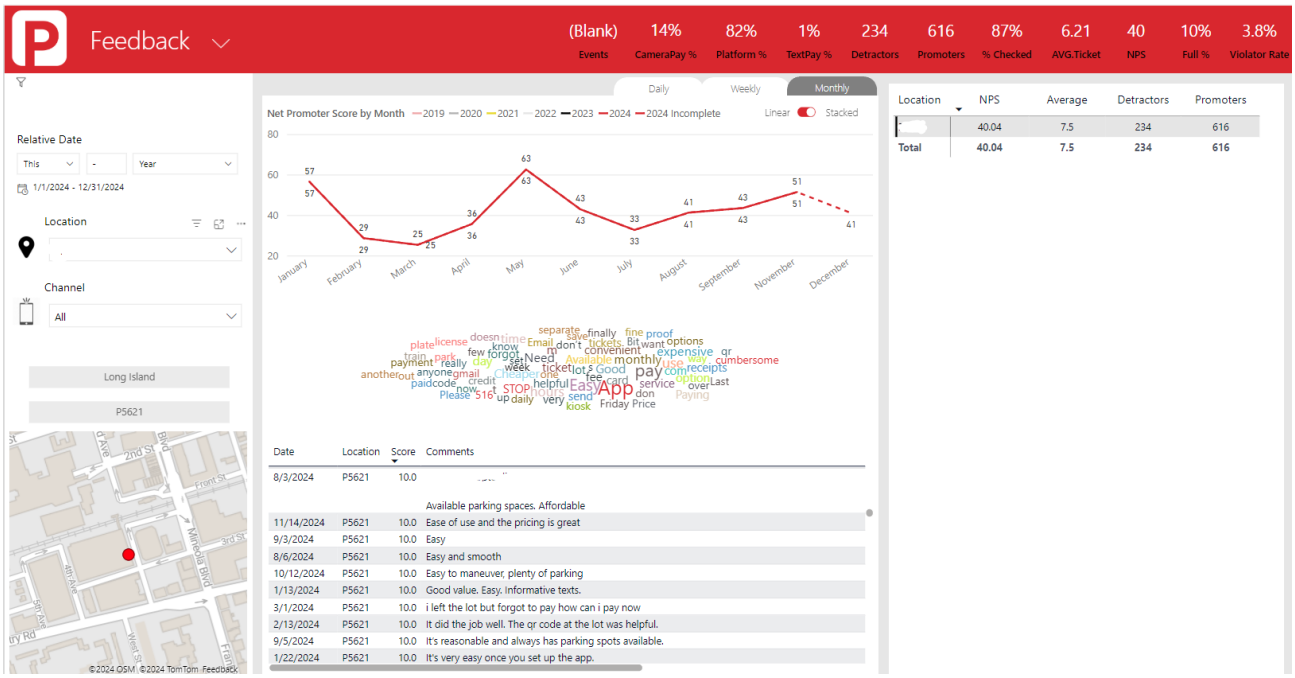
options. It enhances the ability to track trends and correlations within transactional data, which can be analyzed in various formats to support data-driven decisions. Users can drill down to a granular level, reviewing parking data by event, month, week, day, hour, MTD (month-to-date), and WTD (week-to-date). Beyond transactional insights, the dashboard also offers an in-depth look at gateless parking operations by monitoring vehicle compliance and gathering guest feedback, offering a comprehensive view of the guest parking experience.



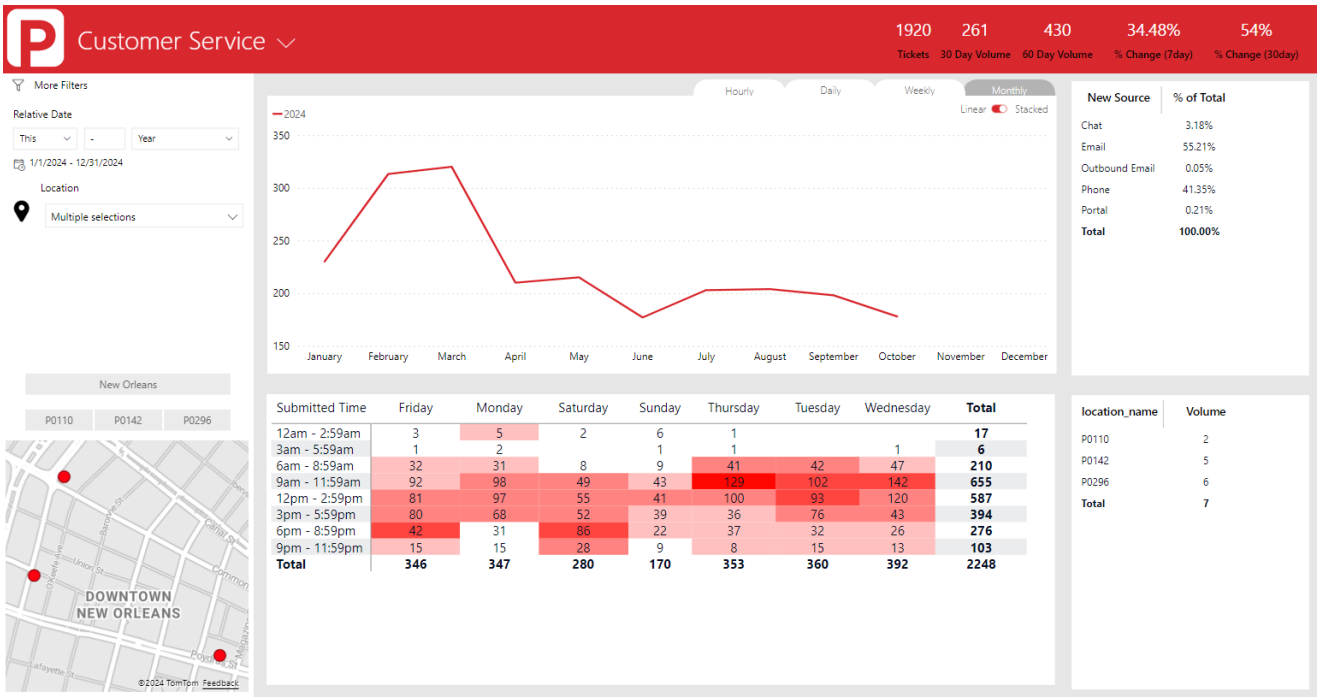
The **Overview** section provides a broad view of revenue trends for multiple or individual locations over time, along with average occupancy broken down by event, month, or year. Locations are mapped visually, with revenue details by product type and a breakdown of revenue, transactions, and space counts for the selected time period. This section enables comparisons of events year-over-year, month-to-date and week-to-date revenue.



The **Transactions** section offers a deeper analysis of parker types and transaction details, allowing users to view transaction volume and average payments by transaction type or rate. These insights help optimize staffing plans, pricing strategies and utilization rates.



The **Feedback** section allows users to gauge guest sentiment and discover ways to improve the service. A word cloud visually highlights dominant themes from guest feedback, and keywords can be filtered to reveal trends within the Net Promoter Score (NPS) metric. By analyzing these trends, users can monitor guest satisfaction and evaluate the effectiveness of current strategies.



Lastly, the **Customer Service** section offers insights into guest service tickets generated for specific venues over time. It breaks down the origin of each service ticket and identifies trends by analyzing when service tickets are created.

Premium Customer Support.



The importance of guest service in the City of Destin aligns with our guest service goals and objectives. Premium's dedicated guest service team provides 24/7 support, ensuring that your guests receive assistance whenever they need it. With our integration to Amazon Connect, our speed of answer is an impressive 49 seconds, enhancing guest satisfaction. Our continuous training initiatives have made our specialists extremely productive, allowing us to deliver faster and more efficient solutions. To further improve the guest experience, we offer convenient callback options, letting guests choose the best time and phone number for support. This flexibility fosters a positive interaction with your venue's brand.

Additionally, our advanced features include AI transcription and sentiment analysis for each call, allowing us to better understand and respond to guest needs. We also provide services like general venue parking information, compliance dispute management, and refunds, ensuring comprehensive support for all guest inquiries.

24/7 Full Dedicated Support Team

Second Answer TeamSpeedUp by 15%

Specialist Productivity

Call Back Options

Hiring Process.

1. POSITION ASSESSMENT

We begin by collaborating with the **requesting leadership** to gather detailed information about the specific role and its requirements. This assessment allows us to tailor our search to find candidates with the right qualifications and experience.

2. JOB POSTING & SOURCING

To attract a diverse pool of talent, we post job openings on leading platforms such as **Indeed, LinkedIn, Handshake**, and participate in local **job fairs**. This broad outreach strategy ensures we engage highly qualified candidates from various backgrounds.

3. SCREENING & EVALUATION

Our screening process includes a **comprehensive phone interview** to discuss the role, company culture, and expectations. This early assessment helps gauge candidates' alignment with our values and their interest in the position.

4. IN-PERSON INTERVIEW

Candidates who pass the screening are invited for an **in-person interview** with the local leadership team. We utilize **behavioral-based interviewing techniques** to assess how candidates have navigated real-life scenarios relevant to the position.

5. OFFER & BACKGROUND CHECKS

Our hiring process is designed to identify candidates with the necessary skills and those who embody our organizational values. This thorough approach ensures every new team member is equipped to contribute to our mission of delivering exceptional service.

6. QUALITY & CULTURAL FIT

Once a candidate is selected, we manage the **offer process** online for efficiency. Following acceptance, we conduct a **comprehensive background check**, including a local and national criminal search, and drug screening to ensure safety and compliance.

Premium University

At Premium Parking, our mission includes encouraging members of our team to grow professionally. We strive to empower our employees to explore opportunities for growth within the organization, share their expertise, and collaborate with other employees on the same path.

To stay true to this mission, we offer various types of training opportunities for employees. Premium University was created for this purpose. The program is geared for current employees working in the parking operations field and is designed for current Account Supervisors to become Account Managers, and ultimately, for Account Managers to become Market Presidents. The program also includes candidates from outside our organization who enter the Leader Development Track.

There are four distinct career development paths to select from based on individual goals, skill sets, and career aspirations. These include the Leadership and Sales Path, the General Leadership Path, and the Individual Contributor Path. Each of these paths plays a critical role in fostering the success of the organization in different ways.



Leadership Development Track

The Leadership and Sales path is tailored for individuals who possess strong leadership abilities and an aptitude for sales. This path focuses on developing both managerial and sales skills, equipping employees to take on Market President roles that involve driving sales strategies, managing teams, and achieving business financial targets in a specific geographical area.

Management Track

The General Leadership Path is designed for individuals who exhibit exceptional leadership qualities but may not have or desire to be directly sales-focused. This path aims to enhance your leadership skills, strategic thinking abilities, and decision-making capabilities. The path is designed for employees who aspire to become Account Managers, Hospitality Managers, Operations Managers, and Account Supervisors. If you already hold these positions, the University will help you to become the best you can be in your role.



PREMIUM PARKING



Individual Contributor Track

The Individual Contributor Path caters to employees who prefer to excel in their roles as individual contributors, rather than pursuing leadership or sales positions. The path is designed to enhance your technical expertise, domain knowledge, and specialized skills, enabling you to deliver exceptional results in your respective fields.

Life Skills Track

Premium Parking recognizes that not every employee is interested in a long term career in parking. These employees join us for a variety of reasons, not always related to establishing a career. Premium has designed a Life Skills Track to give employees life skills that will be useful not just in their employment with Premium but in all future employment opportunities. These life skills include but are not limited to: Appropriate Business dress, the importance of attendance and timeliness, interviewing skills, communicating with your supervisor, and dealing professionally with customers. By providing these skills, Premium Parking hopes to make the job more attractive to potential employees.

By offering these four distinct paths, the Premium Paths acknowledges and supports the diverse career aspirations and strengths of employees. It ensures that the organization has a well-rounded talent pool, comprising capable leaders, proficient sales professionals, and skilled individual contributors. This comprehensive approach fosters employee engagement, talent retention, and a culture of continuous learning and development, ultimately contributing to the long-term success of the organization.

If you are at the management level and would like to be considered for the Market President Development Program, please complete the attached application form and send it to Shawn Reppel at sreppel@jmhcompanies.com.

PREMIUM PARKING

Park Your Ambitions Here.

PREMIUM UNIVERSITY

At Premium Parking, we are always looking for passionate service-oriented individuals and future leaders who possess a strong entrepreneurial spirit, a desire to succeed and an outstanding work ethic to become the future leaders of our organization.

Premium Leadership Development Program



This program is designed for recent college graduates to develop sales and leadership skills by building your career through rotations across administrative and operational functions without our organization. The goal is for you to become a Market President, running your own specific Premium Parking Market.

This program is based in New Orleans at our Corporate Headquarters.

Program Length: Approximately 12 months

Requirements: Dedication to learning our business. College Degree, preferably in a business-related discipline. Agreeable to relocation to a specific market after completion, anywhere in the USA.

In 2023, our average total compensation for Market Presidents was $167,000, with the highest earners making in excess of $300,000.

Specifics:

- Program is based at our Corporate Headquarters in New Orleans for 6 months.
- You will work as an Account Manager at one of current locations for the second 6 months.
- Fully paid position while in Training.
- Must be agreeable to relocate anywhere in the USA after the completion of the Program
- Rotations include Marketing, HR, IT, Finance Legal, Business Intelligence, Product and Customer Support.
- Operational Training will consist of hands-on training with current Market Presidents in various locations. You will spend two-week periods in specific markets. Additionally, you will work with our VP's of Operations to learn how we conduct our business.



Interested? Apply now:
www.premiumparking.com/careers

PREMIUM PARKING

Tab C - References.

Lee County, FL

Type of Property:	Commercial Surface Lots
Facility Address:	2110 MLK Blvd. Ft. Myers, FL 33910
Contact:	Marco Dano, Facilities Company
Contact phone number:	(239) 533-8115
Contact email address:	MDano@Leegov.com
Dates of Service:	2021 - Present
Space Count:	500

Scope of Services

Premium collaborated closely with Lee County to implement our advanced digital parking management solution, **GLIDEPARCS®,** enhancing both daily and event-based parking operations. This partnership aimed to streamline parking processes, improve user satisfaction, and support operational efficiency across all Lee County-managed lots.

At the core of this transformation is the **GLIDEPARCS® platform**, which simplifies parking management by enabling fully digital, license plate-based access and payment systems. By using the vehicle's license plate as the primary identifier, the platform eliminates the need for physical tickets or permits, allowing for **seamless entry, exit, and enforcement**. Users can conveniently pay online for all parking needs—whether for daily use or during high-traffic events—making the experience faster and more intuitive.

To further enhance usability, Premium and Lee County's operations **team jointly designed and deployed clear, visually engaging instructional signage** throughout the parking areas. These signs provide step-by-step guidance, ensuring that both residents and visitors can easily navigate the system. The result is a **frictionless, user-friendly parking experience** that reduces confusion, minimizes delays, and supports Lee County's broader goals for smart infrastructure and customer service excellence.

Downtown Memphis Commission | Memphis, TN

Type of Property:	Municipal Garages & Surface Lots
Facility Address:	Downtown Memphis
Contact:	Lauren Bermudez
Contact phone number:	901-575-0555
Contact email address:	bermudez@downtownmemphis.com
Transition Timeline (Planning to Takeover):	45 days
Dates of Service:	Summer 2020 - Present
Space Count:	3,612

Scope of Services

In the summer of 2020, Premium Parking was awarded a significant contract to manage a portfolio consisting of six parking garages and two surface lots, totaling 3,612 parking spaces for the City of Memphis. These facilities serve a diverse group of key users, including Shelby County Government and Support Services, the City of Memphis, Memphis Police Department, local hotels, riverfront event attendees, and daily commuters.

Following the successful management of this portfolio, our client, the Downtown Memphis Commission, entrusted Premium with a new strategic initiative: to expand on-street parking operations into the rapidly developing EDGE District, a vibrant and fast-growing destination within the city. This expansion required a thoughtful, collaborative approach involving multiple city departments and private stakeholders.

Working closely with our operations team and engaging in active dialogue with these stakeholders, Premium led the development and implementation of a comprehensive parking activation strategy. Notably, this was accomplished without the need for new equipment or capital investment, showcasing the strength of our operational model and our ability to deliver value through innovation and partnership.

As part of this public-private partnership, Premium introduced ParkMobile as a supporting channel partner to facilitate mobile payments, enhancing convenience for users and enabling a fully digital, modern parking experience. This initiative not only improved access and efficiency but also aligned with the city's broader goals of smart urban development and mobility innovation

Town of Kure Beach, NC

Type of Property:	Municipal On-street and facility parking
Facility Address:	117 Settlers Lane, Kure Beach, NC 28449
Contact:	Mayor Craig Bloszinsky
Contact phone number:	919.225.1143
Contact email address:	c.bloszinsky@townofkurebeach.org
Transition Timeline (Planning to Takeover):	45 days
Dates of Service:	April 2021 - Present
Space Count:	575

Scope of Services

From April through September, Premium Parking manages a comprehensive on-street and off-street parking operation designed to accommodate the seasonal influx of beachgoers and retail visitors. This initiative was awarded to Premium through a competitive RFP process, where our technology-forward approach and proven operational expertise distinguished us from other contenders.

At the heart of this program is a multi-faceted permit and payment system tailored to meet the diverse needs of the community. Premium implemented a Cloud Permits® platform to facilitate the sale of public parking permits, while also offering discounted residential and employee passes to support local stakeholders. To ensure accessibility for all users, we deployed pay stations for guests who prefer not to use mobile devices, and introduced promo code validations to support local businesses and event organizers.

To enhance the user experience and streamline traffic flow, Premium designed and installed clear ingress and egress signage, guiding drivers efficiently through the parking areas. A robust compliance program was also established, enabling the Town to enforce regulations and recover unpaid parking fees effectively. This was supported by a team of compliance ambassadors, who not only ensured adherence to parking rules but also served as visible, helpful resources for visitors.

The results were immediate and impactful. The new parking program alleviated overcrowding, improved access to local businesses and beaches, and generated significant revenue during its first two seasons. Moreover, it brought structure and organization to the Town's parking assets, aligning with broader goals for sustainable tourism and community development.

City of West Haven, CT

Type of Property:	Municipal on-street and flat lot parking
Facility Address:	All Beaches and Downtown West Haven, CT
Contact:	Rick Spreyer, Chief of Staff
Contact phone number:	(203) 937-3624
Contact email address:	RSpreyer@WestHaven-CT.gov
Transition Timeline (Planning to Takeover):	Transition was completed 30 days from fully executed agreement.
Dates of Service:	May 2023 – Present
Space Count:	700

Scope of Services:

enabling automated license plate recognition and real-time monitoring. Meanwhile, all 13 locations—beach and on-street—are actively patrolled by **Premium compliance officers**, ensuring consistent enforcement and a visible presence. This hybrid approach allows for **customized compliance down to the individual parking space,** enhancing both efficiency and fairness.

A key innovation in this program was the **resident validation system** developed in collaboration with the City. All vehicles registered to a **West Haven address** are automatically granted **free parking access**, eliminating the need for residents to initiate a session or display physical permits like stickers or tags. This not only simplifies the process for residents but also reduces administrative overhead for the City.

The result is a **seamlessly integrated parking ecosystem** that improves compliance, enhances the visitor experience, and generates meaningful revenue for the City—all while preserving free access for local residents. This initiative stands as a model for how **public-private partnerships** can deliver smart, scalable parking solutions tailored to the unique needs of a community.

Mobile Cruise Ship Terminal Garage | Mobile, AL

Type of Property:	Commercial Garage
Facility Address:	201 South Water Street, Mobile, AL
Contact:	Joseph Snowden, Executive Director for the Mobile Alabama Cruise Ship Terminal
Contact phone number:	251.338.7447
Contact email address:	joseph.snowden@cityofmobile.org
Transition Timeline (Planning to Takeover):	60 day
Dates of Service:	February 2015 – Present
Space Count:	1,500

Scope of Services

Premium Parking was awarded the contract to manage parking operations for the Port of Mobile's Carnival Cruise Line terminal, which serves up to 2,200 cruise passengers. The operation includes a 500-space garage and a 300-space overflow lot, both essential for handling high-volume cruise day traffic.

Selected through a competitive RFP process, Premium stood out for its technology-driven, gateless prepay solution. The program includes a dedicated employee parking system, pay-on-foot stations for guests preferring non-mobile options, and clear ingress/egress signage to streamline traffic flow. A comprehensive compliance program enables the Port to recover unpaid parking fees even after guests return from their cruises.

This modernized approach eliminated queuing and congestion, resulting in significant operational cost savings and a vastly improved parking experience for cruise patrons. The solution reflects Premium's ability to deliver scalable, guest-friendly parking systems tailored to high-demand environments.

Tab E – Certificates of Insurance.

Please see the following page.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/2/2024

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 Eustis Insurance & Benefits, a Marsh & McLennan Agency LLC Company 3300 W. Esplanade Ave, Suite 301 Metairie LA 70002	**CONTACT NAME:** Veronika Stierwald, AINS, CIC **PHONE (A/C, No, Ext):** 972-340-2396 **FAX (A/C, No):** **E-MAIL ADDRESS:** Veronika.Stierwald@MarshMMA.com
INSURED Premium Parking Service, LLC 601 Poydras St. Suite 1500 New Orleans LA 70130	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company — 11150 **INSURER B :** Westchester Surplus Lines Insurance Co — 10172 **INSURER C :** Columbia Casualty Company — 31127 **INSURER D :** Travelers Cas & Surety Co of America — 31194 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 641556634 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Cert Tria incl GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			ZAGLB1827604	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben. Liab	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ZACAT1818304	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			G72530822004	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI1807304	7/1/2024	7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A C	EMP DISH/CLIENT PROP Garage Keepers-Primary Excess Liab Layer # 2			107868599 ZACAT1818304 7033904333	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	DED: $10,000 DED-See Below LIMIT	1,000,000 2,000,000 5,000,000

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

Crime Deductible: $10,000

ON AUTO POLICY:
(A) Garage Keepers -Comprehensive Limit of Insurance $2,000,000 with a deductible for All Perils for Each Customers Auto: $500 maximum deductible for All Loss in any one Event:$2,500
(A) Garage Keepers-Collision Limit of Insurance $2,000,000 with a Collision deductible for Each Customers Auto $500,
Coverage is Primary

See Attached...

CERTIFICATE HOLDER

****SAMPLE*****
****SAMPLE*****
****SAMPLE*****
USA

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

Julian Pascal

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Eustis Insurance & Benefits,	Premium Parking Service, LLC 601 Poydras St. Suite 1500 New Orleans LA 70130
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

On General Liability Limits are $2MM per Occurrence /$4MM Aggregate per location capped at a $10MM annual Aggregate

On Excess Layer # 2 of Umbrella with Columbia Casualty:
Umbrella this layer includes Garage keepers Legal Liability

EXCLUDED OFFICERS: James M. Huger and Benjamin Montgomery

Additional Insured form #CG2010 (12/19) and CG2037 (12/19) & CG2038 (12/19) applies to the General Liability policy on a blanket basis.
Additional Insured form #CG2010 (10/01) and CG2037 (10/01) & CG2038 (12/19) applies to the General Liability policy on a blanket basis.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Waiver of subrogation form #CG2404 (12/19) applies to the General Liability policy.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Notice of Cancellation-Certificate Holders 00ML0087(11/10) applies to the General Liability policy.

Primary & Non-Contributory CG2001 (12/19) applies to the General Liability policy.

Additional Insured form #00CA011500 (10/13) applies to the Automobile Liability policy.

The Arch Automobile Liability (including GKLL) policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Waiver of subrogation form #CA0444 (10/13) applies to the Automobile Liability policy.

The Arch Automobile Liability (including GKLL) policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Notice of Cancellation-Certificate Holders 00ML0087(11/10) applies to the Automobile Liability policy.
Primary & Non-Contributory CA011600 (04/10) applies to the Automobile Liability policy.

Blanket Alternate Employer Endt. WC000301 (04/84) applies to the Workers Compensation policy.
Waiver of subrogation form #(CA) WC040306 (04/84) applies to the Workers Compensation policy.

Waiver of subrogation form #(TX) WC420304B (06/14) applies to the Workers Compensation policy.
Waiver of subrogation form # WC000313 (4-84) applies to the Workers Compensation policy.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Additional Insured with Primary & Contributory form #XSW029 12/14 applies to the Primary Umbrella/Excess Liability policy.

The Umbrella/Excess Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Waiver of subrogation form # CXSC-27405 applies to the Primary Umbrella/Excess Liability policy

The Umbrella/Excess Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Automobile/ GKLL & Workers' Compensation policies include a blanket notice of cancellation to the certificate holder providing for (90) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

NOTE: If the location state is one of the monopolistic states: Ohio, North Dakota, Washington or Wyoming the Worker's Compensation policy listed on this certificate only affords Employer's Liability. For Worker's Compensation coverage you must ask the insured to provide a certificate as they have to file directly with those states.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **90** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZAGLB1827604

Named Insured: PREMIUM PARKING SERVICE, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER LOCATION OR PER PROJECT AGGREGATE LIMIT AND POLICY AGGREGATE LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

☒	Per Location Aggregate Limit:	$4,000,000
☐	Per Project Aggregate Limit:	
Policy Aggregate Limit:		$10,000,000

A. For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to ongoing operations at a single "location" or "project":

1. A separate Per Location Aggregate Limit applies to each "location" you own or rent if there is an "X" in the Per Location box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.

2. A separate Per Project Aggregate Limit applies to each "project" at which you perform operations if there is an "X" in the Per Project box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.

3. The Per Location Aggregate Limit or Per Project Aggregate Limit (whichever is applicable) is the most we will pay for the sum of all such damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

4. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project Aggregate Limit (whichever is applicable) for that "location" or "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location or Per Project Aggregate Limit for any other "location" or "project".

5. The limits shown in the Declarations for Each Occurrence and for Damage To Premises Rented To You continue to apply. However, instead of being subject to the General

Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies and which cannot be attributed only to ongoing operations at a single "location" or "project":

1. Any payments made for such damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Location or Per Project Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will be subject to and reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor any Per Location Aggregate Limit or Per Project Aggregate Limit.

D. The Policy Aggregate Limit shown in the **Schedule** is the most we will pay under this policy for the sum of all damages under Coverage **A.** and Coverage **B.**, and Medical Expenses under Coverage **C.** The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Per Location Aggregate Limit(s) or Per Project Aggregate Limit(s) (whichever is applicable) are all subject to the Policy Aggregate Limit.

E. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

F. For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

"Project" means construction project. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZAGLB1827604

Named Insured: PREMIUM PARKING SERVICE, LLC

Endorsement Effective Date: 07/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT181830 4

Named Insured: PREMIUM PARKING SERVICE, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 7/1/202 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT - DESIGNATED CONTRACT(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS,** Paragraph **B. 5.**

5. Other Insurance

e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any “accident”, this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZACAT1818303

Named Insured: PREMIUM PARKING SERVICE, LLC

Endorsement Effective Date: 07/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT1818303

Named Insured: PREMIUM PARKING SERVICE, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 7/1/2023

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06 (Ed. 04-84)**

POLICY NUMBER: ZAWCI1807304

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-24 Policy No. ZAWCI1807304 Endorsement No.

Insured PREMIUM PARKING SERVICE, LLC Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE: 07-1 -24

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POLICY NUMBER: ZAWCI1807304

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS LOCATIONS

3. Premium:
   The premium charge for this endorsement shall be .02 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2024 Policy No. ZAWCI1807304 Endorsement No.
Insured PREMIUM PARKING SERVICE, LLC Premium INCL.
Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 07-1 -24

Countersigned By _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 90 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI1807304

Named Insured: PREMIUM PARKING SERVICE, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT REQUIRE THIS EDITION DATE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT REQUIRE THIS EDITION DATE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Tab F – Exhibits.

Please see the following pages in order: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, and Exhibit H.

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFP 25-08-PW,
COMPREHENSIVE PAID PARKING SOLUTION

BID FORM

PART I Bid submitted by:

Company: Premium Parking Service, L.L.C.

Address: 601 Poydras St, Suite 1500

City & State: New Orleans, LA Zip Code: 70130

Telephone: (914) 236-2011 Fax: ( )

E-mail: bredman@premiumparking.com

Number of Years in Business: 20 Contact Name Ben Redman

PART II (complete as appropriate, include additional sheets as needed)
List the proposed unit prices for labor and materials below.

	ITEM	UNIT PRICE or %
1.	Fees	
	1) Merchant Fee (flat)	$39,237/year, SaaS Fee
	2) Merchant Fee Percentage	
	3) Transaction Fee	$0.50/on-demand transaction
	4) Merchant Processing Fee	
	5) Other Fees (List), list additional items on a separate sheet	
	a. Signage, shipping + installation	$15,754 (one time)
	b. pay machines (3)	$36,000 (optional)
	c. Annual Pass Fee (Cloud Permit) paid by parker	$2/permit
	d. written citation fee	$7/paid written citation

Bidder Initial: BR

e. _____ _____

2. Materials

Materials not provided as part of the program's implementation (signage, camera systems, etc.), list below (list additional items on a separate sheet). If these items, in part or in whole, are provided as part of the Proposal, please state such in the proposal.

	ITEM	PRICE
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

3. Please list any additional items not previously addressed above: (use additional sheets as required)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

PART III Certifications:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Ben Montgomery
(Print or Type)

Signature: _____

Date of Bid: June 26th, 2025

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form. The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT B

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

Submitted By:
Name: Premivm Parking Servile, L.L.C.
Address: 601 Poydras St. Svite 1500
City, State, Zip: New Orleans, LA 70130
Telephone No.: (844) 236-2011
Fax No.: _____

Check One
Corporation ___
Partnership ___
Individual ___
Other ✓

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:
   Premivm Parking Servile, L.L.C.

   The address of the principal place of business is:
   601 Poydras St, Svite 1500
   New Orleans, LA 70130

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:
Limited Liability company organized in Louisiana on May 5, 2005.
James M. Huger, Manager + member, + Benjamin Montgomery, member
601 Poydras St, Suite 1500, New Orleans, LA 70130

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?
20 years

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.
Louisiana Charter #35933777K
Florida Doument #m17000005179

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
Premium was awarded a contract by the City of Panama City, FL, based on its submission to RFP PC23-004. However the City's Downtown Improvement board rejected the implementation of paid parking, thus preventing Premium.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please see proposal.

10. State the name of the individual who will have personal supervision of the work:
Ben Redman

11. State the name and address of attorney, if any, for the business of the responsive bidder:
Marc Sketchler, General Counsel
601 Poydras St, Suite 1500, New Orleans, LA 70130

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:
James M. Huger, 83.08%

Ben Montgomery, 16.92%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Premium Parking of Alabama, L.L.C.
Premium Parking of Central Texas, L.L.C.
Premium Parking of Memphis, L.L.C.

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	between $10mm-$25mm
b.	Non-Governmental Related Work	7 $50MM
	Total Work (a +b):	$60 - $75MM

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	701 Poydras St, Suite 3300 New Orleans, LA 70130	(504)552-4586

16. What will be your turnaround time for written responses to City inquires?

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.

Please see attached sheet.

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.

n/a

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) President

Subscribed and sworn to before me
This 25th day of June, 2025

_____
Notary Public (Signature)

My Commission Expires: at death

OFFICIAL SEAL
MARC S. SKETCHLER
BAR ROLL # 36676
STATE OF LOUISIANA
PARISH OF ORLEANS
My Commission is for Life

Bidder Initial: _____

June 26 2025

City of Destin – Exhibit B Continued.

Premium is a national solutions provider at more than a thousand locations across dozens of states and, as such, is subject to claims and litigation in the normal course of business. The list below includes all known lawsuits arising in Florida. A full list will be made available upon request.

- Perry v. Premium Parking Serv., L.L.C., Fla. Cir. Ct. Escambia County, case no. 22-CA-3711, plaintiff alleged negligent security in relation to shooting of plaintiff by third party known to, and with preexisting animus toward, plaintiff in county-owned parking lot in Fort Myers, Florida.

- Tipton v. Empire Partners, LLC, Fla. Cir. Ct. Lee County, case no. 2025 CA 000792, plaintiff alleged negligent security in relation to shooting of plaintiff in privately-owned parking lot in Pensacola, Florida.

- Walker v. Premium Parking Serv., L.L.C., Fla. Cir. Ct. Lee County, case no. 24CA1097, plaintiff alleged negligent security in relation to assault and battery in county-owned parking lot in Fort Myers, Florida.

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M17000005179

Entity Name: PREMIUM PARKING SERVICE, L.L.C.

FILED
Feb 03, 2025
Secretary of State
7516623549CC

Current Principal Place of Business:

601 POYDRAS ST
SUITE 1500
NEW ORLEANS, LA 70130-6061

Current Mailing Address:

601 POYDRAS ST
SUITE 1500
NEW ORLEANS, LA 70130-6061 US

FEI Number: 20-2794605

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGER
Name	HUGER, JAMES M.
Address	601 POYDRAS ST SUITE 1500
City-State-Zip:	NEW ORLEANS LA 70130-6061

Title	AUTHORIZED REPRESENTATIVE
Name	SKETCHLER, MARC
Address	1118 CALLIOPE ST,
City-State-Zip:	NEW ORLEANS LA 70130

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARC SKETCHLER AUTHORIZED PERSON 02/03/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

Nancy Landry
Secretary of State

LIMITED LIABILITY COMPANY
ANNUAL REPORT
For Period Ending
5/5/2025

35933777K

2025

Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

35933777 K
PREMIUM PARKING SERVICE, L.L.C.

601 POYDRAS STREET
STE 1500
NEW ORLEANS, LA 70130

1

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)
Registered Office Address in Louisiana (Do not use P. O. Box)
601 POYDRAS STREET
STE 1500
NEW ORLEANS, LA 70130

Federal Tax ID Number

Our records indicate the following registered agents for the company. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. **A**

NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE.

JAMES M. HUGER
601 POYDRAS STREET STE 1500 NEW ORLEANS, LA 70130

I hereby accept the appointment of registered agent(s).

New Registered Agent Signature

Sworn to and subscribed before me on
NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

Notary Signature **Date**

This report reflects a maximum of three members/managers for the company. Indicate any changes or deletions below. Include a listing of all names and addresses. Do not use a P. O. Box. If additional space is needed attach an addendum. ***Officer titles, such as president or secretary are not acceptable*** .

JAMES M. HUGER — Manager
601 POYDRAS STREET STE 1500 NEW ORLEANS, LA 70130

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.

	To be signed by a manager, member, or agent	Title	Phone	Date
SIGN →	Marc Sketchler (SIGNED ELECTRONICALLY)	Agent		04/21/2025
	Signee's address	Email Address ON FILE		(For Office Use Only)

Enclose filing fee of $30.00

Return by: 5/5/2025

Make remittance payable to Secretary of State
Do Not Send Cash
Do Not Staple

web site: **www.sos.louisiana.gov**

DO NOT STAPLE

To: **Commercial Division**
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704

1

UNSIGNED REPORTS WILL BE RETURNED

UNITED STATES OF AMERICA

State of Louisiana

Nancy Landry

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

PREMIUM PARKING SERVICE, L.L.C.

A limited liability company domiciled in NEW ORLEANS, LOUISIANA,

Filed charter and qualified to do business in this State on May 05, 2005,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 19, 2024

Nancy Landry

Secretary of State

Web 35933777K

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 11910248#4PK73

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

END OF SECTION

EXHIBIT C

PUBLIC ENTITY CRIMES DISCLOSURE

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 25-08-PW

2. This sworn statement is submitted by Premium Parking Service, L.L.C. whose business address is 601 Poydras St, Suite 1500, New Orleans, LA 70130

and (if applicable) Federal Employer Identification Number (FEIN) is 20-2794605 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Ben Montgomery 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)

✓ 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.)

_____ Date: 6/25/2025
(Signature)

STATE OF ~~FLORIDA~~ LOUISIANA
PARISH
COUNTY OF ORLEANS

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 25th day of June, 2025, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires: at death

OFFICIAL SEAL
MARC S. SKETCHLER
BAR ROLL # 36676
STATE OF LOUISIANA
PARISH OF ORLEANS
My Commission is for Life

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder 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: Premium Parking Service, L.L.C.

ADDRESS: 601 Poydras St., Suite 1500

CITY: New Orleans STATE: LA ZIP CODE: 70130

TELEPHONE NUMBER: (844) 236-2011

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): Ben Montgomery

TITLE: President

Bidder Initial: _____

EXHIBIT E

CITY OF DESTIN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Ben Montgomery (insert name) as President (insert title) on behalf of Premium Parking Service, L.L.C. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Premium Parking Service, L.L.C. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Premium Parking Service, L.L.C. (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Ben Montgomery
Title: President

Bidder Initial: BM

Nongovernmental entity:

Date:

STATE OF LOUISIANA

PARISH ~~COUNTY~~ OF ORLEANS

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Benjamin Montgomery as President on behalf of Premium Parking Service, L.L.C., who is personally known to me ~~or who produced _____ as identification~~ this 25th day of June, 2025.

Notary Public

OFFICIAL SEAL
MARC S. SKETCHLER
BAR ROLL # 36676
STATE OF LOUISIANA
PARISH OF ORLEANS
My Commission is for Life

(Notary Seal)

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-08-PW
COMPREHENSIVE PAID PARKING SOLUTION

JUNE 16, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made as a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

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

Due to the Juneteenth Holiday falling the original bid opening date, the bid opening date/time is hereby revised to June 26, 2025 at 2:00 PM (CT).

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:

Benjamin Montgomery
Print Name

Signature

6/24/2025
Date

ITEM # 2025-322

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Krystal Strickland, Finance Director

DATE: July 16, 2025

SUBJECT: Operations Financial Report - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

The operational report for the last month of the fiscal year (September) is held open for 45 days to allow all contractors and subcontractors to submit their final bills for work completed through September 30th as required to meet GASB standards of modified accrual accounting. The final accounting is completed within 60 days of the fiscal year end, resulting in delayed reporting.

Highlights of the period ending 04/30/2025:
At the end of April, we were 58% of the way through Fiscal Year 2025, which is October 1 - September 30, 2025.
More than 87% of taxes have been received. The majority of property taxes arrived in January/February. Other taxes such as Communication Sales Tax and Gas Tax are received in equal monthly installments from the State of Florida.
We have expended and encumbered 51% of the Operating Budget.
We have expended and encumbered 45% ($19m/$42m) of the Capital Budget.

The net change in total fund balance is a year-to-date increase of $32 million, directly attributed to the loan proceeds received in November 2024 and the bulk of revenues arriving in January/February.

Details for all funds are on file with the Finance Department, and are available upon request.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2025 0430 YTD Budget vs Actuals

City of Destin 10/01/2024 - 04/30/2025

ALL FUNDS	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
10 Taxes	18,735,232	16,237,006		2,498,226	17,509,734
11 Intergovermental Revenue	16,873,438	3,467,292		13,406,146	6,017,986
12 Permits, Fees, & Special Assessments	5,586,775	3,051,368		2,535,407	4,684,568
13 Charges For Services	1,270,200	541,587		728,613	1,004,037
14 Judgements, Fines, & Forfeits	104,001	32,725		71,276	38,225
15 Miscellaneous Revenues	971,852	1,275,846		(303,994)	2,450,727
16 Other Sources	25,166,720	25,000,000		166,720	25,000,000
17 Transfers In	21,918,789	16,422,802		5,495,988	18,519,002
ALL FUNDS TOTAL CASH IN	**$ 90,627,008**	**$ 66,028,627**	**$ -**	**$ 24,598,381**	**$ 75,224,279**
20 Personnel Services	7,569,783	3,359,105	-	4,210,678	5,821,505
21 Personnel Taxes & Benefits	2,981,248	1,285,836	-	1,695,412	2,300,560
22 Operating Expenses	10,762,425	4,819,641	1,431,785	4,510,999	9,217,996
23 Grants And Aids	16,900	7,226	-	9,674	10,526
24 Debt Service	5,552,247	1,075,151	1,939	4,475,157	5,446,963
25 Capital Outlay	41,989,197	6,374,715	12,558,809	23,055,672	22,604,388
26 Transfers Out	21,758,789	16,422,802	-	5,335,988	18,469,858
ALL FUNDS TOTAL CASH OUT	**$ 90,630,590**	**$ 33,344,476**	**$ 13,992,533**	**$ 43,293,581**	**$ 63,871,796**
NET CHANGE	**(3,582)**	**32,684,150**			**11,352,483**
BEGINNING FUND BALANCE	**44,723,931**	**44,723,931**			**44,723,931**
ENDING FUND BALANCE	**44,720,349**	**77,408,081**			**56,076,414**

GENERAL FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
001 General Fund-10 Taxes	14,554,017	12,430,509		2,123,508	13,446,137
001 General Fund-11 Intergovermental Revenue	3,674,591	1,923,609		1,750,982	2,968,438
001 General Fund-12 Permits, Fees, & Special As	3,632,800	1,885,940		1,746,860	2,780,940
001 General Fund-13 Charges For Services	485,800	299,897		185,903	449,147
001 General Fund-14 Judgements, Fines, & Forfe	103,801	32,725		71,076	38,225
001 General Fund-15 Miscellaneous Revenues	737,051	469,290		267,761	992,545
001 General Fund-16 Other Sources	166,720	-		166,720	-
001 General Fund-17 Transfers In	3,146,116	-		3,146,116	-
GENERAL FUND CASH IN	26,500,896	17,041,971	-	9,458,926	20,675,432
001 General Fund-20 Personnel Services	6,854,641	3,073,427	-	3,781,215	5,332,627
001 General Fund-21 Personnel Taxes & Benefits	2,688,580	1,160,454	-	1,528,126	2,087,878
001 General Fund-22 Operating Expenses	9,466,303	4,604,225	1,225,482	3,636,597	8,487,306
001 General Fund-23 Grants And Aids	16,900	7,226	-	9,674	10,526
001 General Fund-24 Debt Service	139,737	12,776	1,939	125,023	51,015
001 General Fund-25 Capital Outlay	2,772,420	142,260	149,672	2,480,488	410,531
001 General Fund-26 Transfers Out	86,824	97,370	96,668	(107,214)	4,798,624
GENERAL FUND CASH OUT	22,025,406	9,097,737	1,473,760	11,453,909	21,178,507
NET CHANGE	**4,475,490**	**7,944,234**			**(503,075)**
BEGINNING FUND BALANCE	**33,907,284**	**33,907,284**			**33,907,284**
ENDING FUND BALANCE	**38,382,774**	**41,851,518**			**33,404,209**

BUILDING CODE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
101 Florida Building Code Fund-12 Permits, Fees,	893,800	603,129	-	290,671	954,629
101 Florida Building Code Fund-13 Charges For S	27,400	12,985	-	14,415	24,385
101 Florida Building Code Fund-14 Judgements, I	200	-	-	200	-
101 Florida Building Code Fund-15 Miscellaneous	1	1,615	-	(1,614)	2,515
101 Florida Building Code Fund-17 Transfers In	350,000	-	-	350,000	-
BUILDING CODE FUND CASH IN	1,271,401	617,728	-	653,673	981,528
101 Florida Building Code Fund-20 Personnel Ser	671,488	268,880	-	402,608	460,080
101 Florida Building Code Fund-21 Personnel Tax	277,038	119,768	-	157,270	204,068
101 Florida Building Code Fund-22 Operating Exp	177,904	117,691	-	60,213	218,691
101 Florida Building Code Fund-25 Capital Outlay	28,375	28,375	-	-	28,375
101 Florida Building Code Fund-26 Transfers Out	(80,000)	40,601	-	(120,601)	56,201
BUILDING CODE FUND CASH OUT	1,074,804	575,315	-	499,490	967,415
NET CHANGE	**196,597**	**42,414**			**14,114**
BEGINNING FUND BALANCE	**202,698**	**202,698**			**202,698**
ENDING FUND BALANCE	**399,295**	**245,112**			**216,812**

NPEB (HARBOR WATER QUALITY) FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
102 Npeb Water Quality Fund-12 Permits, Fees,	25,000	29,150	-	(4,150)	29,150
102 Npeb Water Quality Fund-15 Miscellaneous	1,050	6,007	-	(4,957)	10,407
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
NPEB CASH IN	26,050	35,157	-	(9,107)	39,557
102 Npeb Water Quality Fund-22 Operating Expe	143,005	6,369	-	136,636	137,069
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
NPEB CASH OUT	143,005	6,369	-	136,636	137,069
NET CHANGE	**(116,955)**	**28,788**			**(97,512)**
BEGINNING FUND BALANCE	**251,314**	**251,314**			**251,314**
ENDING FUND BALANCE	**134,359**	**280,102**			**153,802**

PARKING FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
103 Parking Fund-13 Charges For Services	757,000	228,705	-	528,295	530,505
103 Parking Fund-14 Judgements, Fines, & Forfei	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	30,200	43,324	-	(13,124)	75,324
PARKING FUND CASH IN	787,200	272,029	-	515,171	605,829
103 Parking Fund-22 Operating Expenses	141,605	26,398	2,605	112,602	57,003
103 Parking Fund-25 Capital Outlay	-	-	-	-	50,000
103 Parking Fund-26 Transfers Out	-	-	-	-	-
PARKING FUND CASH OUT	141,605	26,398	2,605	112,602	107,003
NET CHANGE	**645,595**	**245,631**			**498,826**
BEGINNING FUND BALANCE	**1,836,115**	**1,836,115**			**1,836,115**
ENDING FUND BALANCE	**2,481,710**	**2,081,746**			**2,334,941**

PERMITTING TECH FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
105 Permit & License Technology Fund-15 Misce	5,400	14,229	-	(8,829)	24,329
105 Permit & License Technology Fund-17 Transf	166,030	95,984	-	70,046	171,184
PERMITTING TECH FUND CASH IN	171,430	110,213	-	61,217	195,513
105 Permit & License Technology Fund-22 Opera	140,820	2	124,749	16,069	124,751
105 Permit & License Technology Fund-25 Capita	-	-	-	-	-
PERMITTING TECH FUND CASH OUT	140,820	2	124,749	16,069	124,751
NET CHANGE	**30,610**	**110,211**			**70,762**
BEGINNING FUND BALANCE	**596,035**	**596,035**			**596,035**
ENDING FUND BALANCE	**626,645**	**706,246**			**666,797**

TOWN CENTER CRA FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
106 Cra Town Center Fund-10 Taxes	2,287,868	2,265,258	-	22,610	2,265,258
106 Cra Town Center Fund-15 Miscellaneous Rev	50,000	56,655	-	(6,655)	101,255
TOWN CENTER CRA CASH IN	2,337,868	2,321,913	-	15,955	2,366,513
106 Cra Town Center Fund-20 Personnel Services	21,827	8,400	-	13,427	14,400
106 Cra Town Center Fund-21 Personnel Taxes &	7,815	2,807	-	5,008	4,307
106 Cra Town Center Fund-22 Operating Expense	119,474	37,075	46,847	35,553	125,421
106 Cra Town Center Fund-25 Capital Outlay	198,520	147,920	38,627	11,972	186,548
106 Cra Town Center Fund-26 Transfers Out	998,826	572,501	-	426,324	999,001
TOWN CENTER CRA CASH OUT	1,346,462	768,703	85,474	492,285	1,329,677
NET CHANGE	**991,406**	**1,553,210**			**1,036,836**
BEGINNING FUND BALANCE	**210,970**	**210,970**			**210,970**
ENDING FUND BALANCE	**1,202,376**	**1,764,179**			**1,247,806**

HARBOR CRA FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
107 Cra Harbor District Fund-10 Taxes	1,115,144	1,115,144	-	-	1,115,144
107 Cra Harbor District Fund-15 Miscellaneous R	28,700	31,143	-	(2,443)	50,943
107 Cra Harbor District Fund-17 Transfers In	9,000,000	9,000,000	-	-	9,000,000
HARBOR CRA CASH IN	10,143,844	10,146,287	-	(2,443)	10,166,087
107 Cra Harbor District Fund-20 Personnel Servic	21,827	8,399	-	13,428	14,399
107 Cra Harbor District Fund-21 Personnel Taxes	7,815	2,807	-	5,008	4,307
107 Cra Harbor District Fund-22 Operating Exper	48,173	15,833	32,104	237	52,636
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,493,557	867,935	-	625,622	1,552,535
HARBOR CRA CASH OUT	1,571,372	894,974	32,104	644,295	1,623,877
NET CHANGE	**8,572,472**	**9,251,313**			**8,542,209**
BEGINNING FUND BALANCE	**(7,830,558)**	**(7,830,558)**			**(7,830,558)**
ENDING FUND BALANCE	**741,914**	**1,420,755**			**711,652**

FDEP WATER QUALITY FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
108 Fdep Water Quality Fund-15 Miscellaneous F	150	2,363	-	(2,213)	3,863
FDEP CASH IN	150	2,363	-	(2,213)	3,863
108 Fdep Water Quality Fund-22 Operating Expe	25,000	11,996	-	13,004	11,996
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
FDEP CASH OUT	25,000	11,996	-	13,004	11,996
NET CHANGE	**(24,850)**	**(9,633)**			**(8,133)**
BEGINNING FUND BALANCE	**100,852**	**100,852**			**100,852**
ENDING FUND BALANCE	**76,002**	**91,219**			**92,719**

OKALOOSA HALF PENNY FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
109 Okaloosa Half-Penny Fund-11 Intergovermer	1,671,485	889,322	-	782,163	1,574,422
109 Okaloosa Half-Penny Fund-15 Miscellaneous	45,000	163,476	-	(118,476)	285,576
109 Okaloosa Half-Penny Fund-17 Transfers In	229,151	229,151	-	-	229,151
HALF PENNY FUND CASH IN	1,945,636	1,281,950	-	663,686	2,089,150
109 Okaloosa Half-Penny Fund-22 Operating Exp	5	1	-	4	1
109 Okaloosa Half-Penny Fund-25 Capital Outlay	4,121,792	1,497,957	1,287,210	1,336,624	2,785,167
109 Okaloosa Half-Penny Fund-26 Transfers Out	353,866	200,871	-	152,995	343,371
HALF PENNY FUND CASH OUT	4,475,663	1,698,829	1,287,210	1,489,624	3,128,539
NET CHANGE	**(2,530,027)**	**(416,879)**			**(1,039,389)**
BEGINNING FUND BALANCE	**7,060,159**	**7,060,159**			**7,060,159**
ENDING FUND BALANCE	**4,530,132**	**6,643,279**			**6,020,769**

2013 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
213 2013 Revenue Refunding Note Fund-15 Misc	200	1,360	-	(1,160)	2,260
213 2013 Revenue Refunding Note Fund-17 Tran	552,549	322,407	-	230,142	552,907
2013 DEBT SERVICE CASH IN	552,749	323,767	-	228,982	555,167
213 2013 Revenue Refunding Note Fund-22 Ope	5	1	-	4	1
213 2013 Revenue Refunding Note Fund-24 Debt	552,699	52,006	-	500,693	552,699
2013 DEBT SERVICE CASH OUT	552,704	52,007	-	500,697	552,700
NET CHANGE	**45**	**271,760**			**2,467**
BEGINNING FUND BALANCE	**102,400**	**102,400**			**102,400**
ENDING FUND BALANCE	**102,445**	**374,160**			**104,867**

2014 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
214 2014 Revenue Refunding Note Fund-15 Misc	200	2,173	-	(1,973)	2,173
214 2014 Revenue Refunding Note Fund-17 Tran	732,159	427,047	-	305,112	732,047
2014 DEBT SERVICE CASH IN	732,359	429,220	-	303,139	734,220
214 2014 Revenue Refunding Note Fund-22 Ope	5	1	-	4	1
214 2014 Revenue Refunding Note Fund-24 Debt	732,080	129,679	-	602,401	732,255
2014 DEBT SERVICE CASH OUT	732,085	129,680	-	602,405	732,256

NET CHANGE	**274**	**299,540**			**1,964**
BEGINNING FUND BALANCE	**258,085**	**258,085**			**258,085**
ENDING FUND BALANCE	**258,359**	**557,625**			**260,049**

2021 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
221 2021 Revenue Refunding Note Fund-15 Misc	750	199	-	551	199
221 2021 Revenue Refunding Note Fund-16 Othe	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Tran	1,296,482	751,976	-	544,506	1,287,476
2021 DEBT SERVICE CASH IN	1,297,232	752,175	-	545,057	1,287,675
221 2021 Revenue Refunding Note Fund-22 Ope	100	4	-	96	4
221 2021 Revenue Refunding Note Fund-24 Debt	1,296,482	751,976	-	544,506	1,287,476
221 2021 Revenue Refunding Note Fund-26 Tran	-	-	-	-	-
2021 DEBT SERVICE CASH OUT	1,296,582	751,980	-	544,602	1,287,480
NET CHANGE	**650**	**195**			**195**
BEGINNING FUND BALANCE	**2,168**	**2,168**			**2,168**
ENDING FUND BALANCE	**2,818**	**2,363**			**2,363**

2023 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
223 2023 Tdc Advance Fund-11 Intergovermenta	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
2023 DEBT SERVICE CASH IN	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-24 Debt Service	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-25 Capital Outlay	-	-	-	-	-
223 2023 Tdc Advance Fund-26 Transfers Out	-	-	-	-	-
2023 DEBT SERVICE CASH OUT	750,000	-	-	750,000	750,000
NET CHANGE	**-**	**-**			**-**
BEGINNING FUND BALANCE	**-**	**-**			**-**
ENDING FUND BALANCE	**-**	**-**			**-**

2024 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
224 2024 Capital Project Note Fund-15 Miscellan	50	2,256	-	(2,206)	2,256
224 2024 Capital Project Note Fund-16 Other Sou	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers	2,081,249	1,231,182	-	850,067	2,181,182
2024 DEBT SERVICE CASH IN	2,081,299	1,233,438	-	847,861	2,183,438
224 2024 Capital Project Note Fund-22 Operating	-	4	-	(4)	4
224 2024 Capital Project Note Fund-24 Debt Serv	2,081,249	128,715	-	1,952,534	2,073,519
224 2024 Capital Project Note Fund-26 Transfers	-	-	-	-	-
2024 DEBT SERVICE CASH OUT	2,081,249	128,719	-	1,952,530	2,073,523
NET CHANGE	**50**	**1,104,719**			**109,915**
BEGINNING FUND BALANCE	**-**	**-**			**-**
ENDING FUND BALANCE	**50**	**1,104,719**			**109,915**

301 RENEWAL & REPLACEMENT FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
301 Renewal & Replacement Fund-10 Taxes	536,474	296,607	-	239,867	478,007
301 Renewal & Replacement Fund-15 Miscellane	16,150	64,329	-	(48,179)	112,829
301 Renewal & Replacement Fund-17 Transfers I	3,600,000	3,600,000	-	-	3,600,000
RENEW/REPLACE CASH IN	4,152,624	3,960,936	-	191,688	4,190,836
301 Renewal & Replacement Fund-22 Operating	10	1	-	9	1
301 Renewal & Replacement Fund-25 Capital Ou	5,405,705	1,056,154	2,204,296	2,145,255	4,281,908
301 Renewal & Replacement Fund-26 Transfers (	-	-	-	-	-
RENEW/REPLACE CASH OUT	5,405,715	1,056,155	2,204,296	2,145,264	4,281,909
NET CHANGE	**(1,253,091)**	**2,904,782**			**(91,072)**
BEGINNING FUND BALANCE	**2,449,191**	**2,449,191**			**2,449,191**
ENDING FUND BALANCE	**1,196,100**	**5,353,972**			**2,358,118**

305 CAPITAL GRANT FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
305 Capital Grant Fund-11 Intergovermental Rev	10,777,362	654,361	70,765	10,052,236	725,126
305 Capital Grant Fund-15 Miscellaneous Revenu	200	166	-	34	166
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
CAPITAL GRANTS CASH IN	10,777,562	654,527	70,765	10,052,270	725,292
305 Capital Grant Fund-22 Operating Expenses	500,000	-	-	500,000	3,070
305 Capital Grant Fund-24 Debt Service	-	-	-	-	-
305 Capital Grant Fund-25 Capital Outlay	10,296,678	653,066	66,396	9,577,216	747,447
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
CAPITAL GRANTS CASH OUT	10,796,678	653,066	66,396	10,077,216	750,517
NET CHANGE	**(19,116)**	**1,461**			**(25,225)**
BEGINNING FUND BALANCE	**25,225**	**25,225**			**25,225**
ENDING FUND BALANCE	**6,110**	**26,686**			**0**

306 GAS TAX#2 FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
306 Gas Tax#2 Fund-10 Taxes	241,729	129,488	-	112,241	205,188
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	5,100	22,689	-	(17,589)	37,889
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
GAS TAX#2 CASH IN	246,829	152,177	-	94,652	243,077
306 Gas Tax#2 Fund-22 Operating Expenses	5	1	-	4	1
306 Gas Tax#2 Fund-25 Capital Outlay	717,351	16,556	795	700,000	17,351
306 Gas Tax#2 Fund-26 Transfers Out	260,000	141,818	-	118,182	259,818
GAS TAX#2 CASH OUT	977,356	158,375	795	818,186	277,170
NET CHANGE	**(730,527)**	**(6,198)**			**(34,093)**
BEGINNING FUND BALANCE	**931,545**	**931,545**			**931,545**
ENDING FUND BALANCE	**201,018**	**925,347**			**897,452**

307 UNDERGROUNDING ELECTRIC FRANCHISE F	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
307 Electric Franchise For Undergrounding-12 Pe	934,575	443,987	-	490,588	745,087
307 Electric Franchise For Undergrounding-15 M	25,000	55,761	-	(30,761)	101,961
307 Electric Franchise For Undergrounding-17 Tr	765,054	765,054	-	-	765,054
UNDERGROUNDING ELECTRIC FRANCHISE CASH	1,724,629	1,264,802	-	459,827	1,612,102
307 Electric Franchise For Undergrounding-22 Op	5	1	-	4	1
307 Electric Franchise For Undergrounding-25 Ca	965,500	97,500	868,000	-	965,500
307 Electric Franchise For Undergrounding-26 Tr	361,276	216,226	-	145,050	383,726
UNDERGROUNDING ELECTRIC FRANCHISE CASH	1,326,781	313,727	868,000	145,055	1,349,227
NET CHANGE	**397,847**	**951,075**			**262,875**
BEGINNING FUND BALANCE	**2,007,713**	**2,007,713**			**2,007,713**
ENDING FUND BALANCE	**2,405,560**	**2,958,788**			**2,270,588**

310 POLICE IMPACT FEES FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
310 Police Impact Fee Fund-12 Permits, Fees, & S	600	965	-	(365)	1,965
310 Police Impact Fee Fund-15 Miscellaneous Re	25	281	-	(256)	281
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
POLICE IMPACT FEES CASH IN	625	1,246	-	(621)	2,246
310 Police Impact Fee Fund-22 Operating Expens	1	11	-	(10)	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
POLICE IMPACT FEES CASH OUT	1	11	-	(10)	11
NET CHANGE	**624**	**1,235**			**2,235**
BEGINNING FUND BALANCE	**16,549**	**16,549**			**16,549**
ENDING FUND BALANCE	**17,173**	**17,784**			**18,784**

311 TRANSPORTATION IMPACT FEES FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
311 Transportation Impact Fee Fund-12 Permits,	75,000	63,554	-	11,446	124,254
311 Transportation Impact Fee Fund-15 Miscella	20,125	43,173	-	(23,048)	73,573
311 Transportation Impact Fee Fund-17 Transfer	-	-	-	-	-
TRANSPORTATION IMPACT FEES CASH IN	95,125	106,727	-	(11,602)	197,827
311 Transportation Impact Fee Fund-22 Operatir	5	1	-	4	1
311 Transportation Impact Fee Fund-25 Capital C	1,634,068	5,865	7,202	1,621,000	13,068
311 Transportation Impact Fee Fund-26 Transfer	-	-	-	-	-
TRANSPORTATION IMPACT FEES CASH OUT	1,634,073	5,866	7,202	1,621,004	13,069
NET CHANGE	**(1,538,948)**	**100,861**			**184,758**
BEGINNING FUND BALANCE	**1,807,846**	**1,807,846**			**1,807,846**
ENDING FUND BALANCE	**268,898**	**1,908,707**			**1,992,604**

312 LIBRARY IMPACT FEES FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
312 Library Impact Fee Fund-12 Permits, Fees, &	5,000	6,170	6,000	(7,170)	12,170
312 Library Impact Fee Fund-15 Miscellaneous R	1,000	7,056	-	(6,056)	12,656
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
LIBRARY IMPACT FEES CASH IN	6,000	13,226	6,000	(13,226)	24,826
312 Library Impact Fee Fund-22 Operating Exper	-	1	-	(1)	1
312 Library Impact Fee Fund-25 Capital Outlay	301,050	19,543	41,050	240,458	60,593
LIBRARY IMPACT FEES CASH OUT	301,050	19,543	41,050	240,457	60,593
NET CHANGE	**(295,050)**	**(6,318)**			**(35,768)**
BEGINNING FUND BALANCE	**267,240**	**267,240**			**267,240**
ENDING FUND BALANCE	**(27,810)**	**260,922**			**231,472**

313 PARK IMPACT FEES FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
313 Park Impact Fee Fund-12 Permits, Fees, & Sp	20,000	18,474	-	1,526	36,374
313 Park Impact Fee Fund-15 Miscellaneous Rev	5,500	11,900	-	(6,400)	19,900
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
PARK IMPACT FEES CASH IN	25,500	30,374	-	(4,874)	56,274
313 Park Impact Fee Fund-22 Operating Expense	-	1	-	(1)	1
313 Park Impact Fee Fund-25 Capital Outlay	566,503	99,285	-	467,217	99,285
PARK IMPACT FEES CASH OUT	566,503	99,286	-	467,217	99,286
NET CHANGE	**(541,003)**	**(68,912)**			**(43,012)**
BEGINNING FUND BALANCE	**323,988**	**323,988**			**323,988**
ENDING FUND BALANCE	**(217,014)**	**255,076**			**280,976**

324 2024 CONSTRUCTION LOAN FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
324 2024 Bond Capital Project Fund-15 Miscellar	-	276,403	-	(276,403)	537,829
324 2024 Bond Capital Project Fund-16 Other So	25,000,000	25,000,000	-	-	25,000,000
324 2024 Bond Capital Project Fund-17 Transfers	-	1	-	(1)	1
2024 CONSTRUCTION LOAN CASH IN	25,000,000	25,276,404	-	(276,404)	25,537,830
324 2024 Bond Capital Project Fund-22 Operatin	-	26	-	(26)	26
324 2024 Bond Capital Project Fund-25 Capital O	14,981,237	2,610,234	7,895,561	4,475,441	12,958,615
324 2024 Bond Capital Project Fund-26 Transfers	10,081,530	10,076,582	-	4,948	10,076,582
TRANSPORTATION IMPACT FEES CASH OUT	25,062,766	12,686,842	7,895,561	4,480,363	23,035,223
NET CHANGE	**(62,766)**	**12,589,562**			**2,502,607**
BEGINNING FUND BALANCE	**-**	**-**			**-**
ENDING FUND BALANCE	**(62,766)**	**12,589,562**			**2,502,607**
END	**END**	**END**	**END**	**END**	**END**

ITEM # 2025-511

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Ordinance
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Noell Bell, Chief Building Official
David Prichard, Community Development Director

DATE: June 6, 2025

SUBJECT: Second Reading Ordinance 24-17-CC Property Maintenance Code - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

I. BACKGROUND: Article 20.06.00 of the **Land Development Code (LDC) – Unsafe Building Abatement** was adopted in 2015 and was modeled from the **1985 Standard Unsafe Building Abatement Code**. Staff finds that these regulations do not fully capture all elements of public health, safety, welfare and the preservation of neighborhoods, as they apply only to structures and do not address a property's general site conditions. Due to the limits of these regulations, the City's Code Compliance efforts are limited.

Therefore, staff is seeking to expand the regulations to include the property as a whole, including exterior elements (yard).

II. DISCUSSION: The purpose of the Property Maintenance Code is to ensure properties and structures maintain the regulations of the Land Development Code and Florida Building Codes AFTER the issuance of a Certificate of Occupancy or Certificate of Completion. It is NOT the intent of the City to drop in and conduct inspections on a regular basis on any property in Destin without due cause. The Property Maintenance Code is to focus on Changes of Use, problematic, damaged or dilapidated structures and properties that may become blighted, unkept or determined to be unsafe to occupants, or the general welfare of the public.

Meeting History:

- **LPA October 3, 2024:** LPA had originally recommended the City Council approve Ordinance 24-17-CC.

- **City Council October 21, 2024**: Staff presented Ordinance 24-17-CC and the Council made a substitute motion to refer the item back to the LPA for a workshop.
- **LPA January 16, 2025:** It was discussed for the members to read through the Proposed Code and bring back further recommendations to the current written language for discussion.
- **LPA February 6, 2025:** Staff found it best to share the Word version of the Ordinance with the members so they could provide their direct edits or recommended changes to the code as presented.
- **LPA March 6, 2025**: Staff incorporated LPA feedback and made the suggested edits to the proposed **Property Maintenance Code Ordinance.**
- **LPA May 15, 2025:** LPA recommendation for City Council to approve ordinance 24-17-CC passed. (4-0)
- **Council June 16, 2025:** A substitute motion was presented to incorporate the City Manager, or his/her designee shall be known as the Code Official, and any disputes of the Code Officials decision or determination shall have a right to an appeal to be heard before the City Council, in addition, any imminent danger that require emergency action taken by the Code Official, the City Manager shall report such actions to the City Council at the next regular City Council Meeting. (Passed 6-0 on 1st reading). Changes consistent with this motion have been incorporated into the ordinance on 2nd reading.

The Property Maintenance Code has been revised accordingly and contains the following topics:

SCOPE: The provisions of this code apply to all existing residential and non-residential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities.

PURPOSE: The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of code standards, health, safety and general welfare as required herein.

ADMINISTRATION AND ENFORCEMENT:

- **Code Official:** The City Manager or his/her designee shall be known as the Code Official.
- **Appeals:** Interpretations of this Code and determinations by the Code Official of noncompliance with this Code are appealable to the City Council within five (5) days of the written rendering of the interpretation or determination by the Code Official. However, any matter adjudicated by the Special Magistrate or Code Enforcement Board (where a final order of the Special Magistrate or Code Enforcement Board is rendered), is appealable only to the circuit court of Okaloosa County, and may not be appealed to the City Council.
- **Imminent Danger:** Any emergency action taken by the Code Official due to an imminent danger shall be reported by the City Manager to the City Council at the next

regular City Council Meeting.

GENERAL REQUIREMENTS:

Govern the minimum conditions and responsibilities of owners for maintenance of structure, equipment and exterior property. Some items to note, include but are not limited to:

- Premises and exterior property shall be maintained free from weeds or excess grass growth of NINE (9) inches.
- Provides increased ability for abatement. The current Code allows for the abatement of unsafe structures. PMC authorizes abatement for additional violations including accumulation of trash, overgrown weeds/grass, etc.

Incorporated into the Property Maintenance Code from the LDC

- Unsafe Building Abatement, LDC 20.06.00
- Conserve Established Residential Neighborhoods, LDC 09.05.00, B. Public Nuisance

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life and safety for Families
B. Effect on Budget (EOB): n/a
C. Level of Service (LOS): n/a
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

- The primary objective is to protect **public health, safety, and welfare**, maintaining code standards for **residential and commercial properties**.
- The code aims to **preserve neighborhoods and commercial areas**, ensuring properties remain **safe and well-maintained.**
- The proposed move from the LDC to the Code of Ordinances is **a logical and necessary change**.
- The **Property Maintenance Code** is well-structured and aligns with industry standards (ICC 2024), ensuring **long-term safety and maintenance** for all properties in Destin.

IV. RECOMMENDED MOTION: I move that City Council adopt **Ordinance 24-17-CC Property Maintenance Code** on second reading.

Attachments:

1. Property Maintenance Code Ordinance 24-17-CC

2. Business Impact Statement 24-17-CC
3. REDLINE Changes since first reading

ORDINANCE NO. 24-17-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE 5, "PROPERTY MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the quality of life, health, safety and welfare of its citizens finds that the City should create a property maintenance code and

WHEREAS, the City Council desires amend the Code of Ordinances relating to adopt a property maintenance code; and

WHEREAS, City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; 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, <u>underline language</u> 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. AMENDMENTS TO CHAPTER 6, CITY CODE OF ORDINANCES.

Chapter 6 of the Code of Ordinances is hereby amended as follows:

***

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

***

ARTICLE V. – PROPERTY MAINTENANCE CODE

PART 1 - SCOPE AND ADMINISTRATION

SECTION 101
SCOPE AND GENERAL REQUIREMENTS

101.1 Title.
These regulations shall be known as the Property Maintenance Code of **CITY OF DESTIN**, hereinafter referred to as "this code."

101.2 Scope.
The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities.

101.3 Purpose.
The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

101.4 Severability.
If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102
APPLICABILITY

102.1 Maintenance.
Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner's authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.2 Application of other codes.
Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Land Development Code, Code of Ordinances, Florida Building Code, Florida Existing Building Code, Florida Energy Conservation Code, Florida Fire Code, Florida Fuel Gas Code, Florida Mechanical Code, Florida Residential Code, Florida Plumbing Code and NFPA 70 – National Electrical Code (NEC).

102.3 Existing remedies.
The provisions in this code shall not be construed to abolish or impair the City's existing remedies relating to the removal or demolition of any structure that is dangerous, unsafe or insanitary.

102.4 Requirements not covered by code.
Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the Code Official.

102.5 Other laws.
The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 – ADMINISTRATION AND ENFORCEMENT

SECTION 103
CODE OFFICIAL

103.1 Code Official
The City Manager or City Manager's Designee, (which designee may be the City Building Official), is also referred to as the Code Official.

SECTION 104
FEES

104.1 Fees.
The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the City Council.

SECTION 105
DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.
The Code Official is hereby authorized and directed to enforce the provisions of this code. The Code Official, in his or her discretion, may authorize City Code Compliance staff to enforce the provisions of this code under his or her supervision.

105.2 Determinations, Interpretations and Appeals.
Determinations and Interpretations. The Code Official (in consultation with and the Fire Official, where applicable) shall determine compliance with this code and render interpretations of this code. The Code Official shall not waive requirements specifically provided for in this code or other applicable codes and

ordinances. In determination of a violation of this code or an Unsafe Building the official code shall include a statement indicating the building or structure has been declared unsafe by the City and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the Code and shall be signed by the Code Official. Such a determination shall be forwarded to the Code Enforcement Officer for further action according to the following procedures, and the procedures in Chapter 14, Article III, Code Enforcement Board; Special Magistrate.

Appeals: Interpretations of this Code and determinations by the Code Official of noncompliance with this Code are appealable to the City Council within five (5) days of the written rendering of the interpretation or determination by the Code Official. However, any matter adjudicated by the Special Magistrate or Code Enforcement Board (where a final order of the Special Magistrate or Code Enforcement Board is rendered), is appealable only to the circuit court of Okaloosa County, and may not be appealed to the City Council.

105.3 Right of Entry.

When the Code Official or Fire Official or their designee has reasonable cause to believe that there exists in a structure or on any premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the Code Official is authorized to enter the structure or premises at all reasonable times to inspect or perform the duties imposed by this code.

a. When entering a building, structure or property that is occupied, the official(s) shall first identify themselves, present proper credentials and request entry.

b. If the building, structure or property is unoccupied, the official(s) shall make a reasonable effort to locate the owner or other persons having charge of the building and demand entry.

c. If the official(s) are unable to obtain authorization to enter and inspect a building, structure or property, the officials may enter and inspect such building, structure or property by any other lawful means, including through the inspection warrant process as provided in Chapter 933, Florida Statutes.

105.4 Disconnect of Utilities.

The Code Official shall have the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection is made without proper authorization. The Code Official shall notify the serving utility and, whenever possible, the owner or occupant of the structure, of the decision to disconnect such service prior to taking such action. The Code Official shall use best efforts to determine those instances where service is connected to more than one customer to avoid unintentional disconnection of utilities of innocent third parties.

105.5 Imminent Danger.

Regardless of whether notice has been issued by the code officer, the Code Official is authorized to take the following emergency measures where, in the opinion of the Code Official, there is imminent danger of fire, failure, or collapse of a building or structure which endangers life, or when any portion of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the structure's occupants or those in proximity because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials:

a. Disconnection of utility service as provided hereinabove.
b. Order and require that the occupants vacate the building, structure or property immediately.

c. Posting the building, structure or property at each entrance informing all persons that it is unlawful for any person to enter the building, structure or property except for the purpose of securing the building or structure, making an inspection, making required repairs, removing the hazardous condition, cleanup or remediation of hazardous materials or toxic substances, or for demolition and removal.

d. Temporarily close or board up buildings or structures against further entry, or order to close sidewalks, streets, public rights-of-way, and places adjacent to such buildings, structures or property.

e. When there is an imminent danger due to the condition of the building, structure or property, order emergency work to reduce or eliminate such condition to be performed by the property owner, or if the owner fails to perform such work within such reasonable time as specified by the Code Official, take such steps as are necessary to eliminate such condition and present such costs to the Code Enforcement Board or Special Magistrate for an Order authorizing the placement of a lien to be recorded against the property for the costs of such work if the finding of imminent danger is confirmed by the code compliance hearing.

The City Manager shall report any action taken under this section 105.5 to the City Council at the next retularly scheduled City Council meeting.

105.6 Notices and orders.

The Code Official (or code compliance staff as directed by the Code Official), shall issue all necessary notices or orders to ensure compliance with this code, in accordance with Chapter 162, Florida Statutes.

105.7 Method of service.

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with Chapter 162, Florida Statutes.

SECTION 106
VIOLATIONS

106.1 Notice of violation.

The code compliance officer, upon receiving a determination of a violation from the Code Official, shall serve a notice of violation or order in accordance with Chapter 162, Florida Statutes, and shall include the following:

(1) The street address or location on which road, if no address is assigned and the property I.D. of the structure, building or property.

(2) If it's a determination of an unsafe structure, the Determination of Unsafe Structure by the Code Official shall be included in its entirety.

(3) A statement advising that if the following required actions, as determined by the Code Official, are not commenced within or completed by the time specified, the matter will be referred to the Code Enforcement Board or Special Magistrate for a hearing, which may result in a finding of violation and an order imposing fine and costs and requiring that the building, structure or

property will be repaired or ordered vacated and, if applicable, demolished and all costs incurred, together with any accrued fines; and that the order imposing fine and costs may be filed in the public records, and as such, thereafter will constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

a. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continue to completion within such time as allowed per code.

b. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed and the building or structure secured against further occupancy, which time shall not exceed 30 days.

c. If the building or structure is to be demolished, the notice shall require that the premises be vacated within 30 days, and that all required permits for demolition be secured in 60 days and completed within such time as allowed per the Florida Building Codec.

(4) A statement that the Code Official has the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection was made without proper authorization.

(5) A statement providing notice that it is unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Structure and Notice of Violation without the permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Code Official.

Once a notice is served and posted, it shall be unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Violation without permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Code Official.

106.2 Placarding.

If the violation consists of an unsafe structure, a placard shall be posted stating the structure is unsafe at each entrance of the building or upon the structure.

106.2.1 Placard removal.

The Code Official shall remove the unsafe structure placard whenever the defect or defects upon which the unsafe structure and placarding action were based have been eliminated. Any person who defaces or removes a placard without the approval of the Code Official shall be subject to the penalties provided by this code.

106.3 Prosecution of violation.

Code Compliance Hearing. Upon failure of the owner to comply with the remedial measures and actions as required in the Notice of Violation and/or Notice of Unsafe Structure, the Code Enforcement Officer shall schedule the matter to be heard by the Code Enforcement Board or Special Magistrate as provided in Chapter 14, City Code of Ordinances. If the Code Enforcement Board or Special Magistrate determines that there is a violation and affirms the code officer's Determination of Unsafe Building, the Board or

Special Magistrate shall in its order provide a reasonable time for the owner to correct the unsafe or dangerous condition, subsequent to which the code officer may be directed to take any necessary remedial measures to have the building, structure or property secured by repair, closing up all entrances, or demolition. All such costs of remedial measures incurred by the City shall be charged against the real property upon which the building or structure is located and shall be a lien upon such real estate, and upon any other real or personal property owned by the violator and may be collected in any legal manner.

106.4 Abatement of violation.

Method of Demolition or Repair.

(1) The Code Enforcement Board or Special Magistrate shall order either the demolition or repair of a building or structure as follows, based on the Code Official's expertise:

a) Demolition and removal shall be ordered when any building or structure is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy to such an extent that it is unreasonable to repair the building or structure. Such order shall specify a time in which demolition is to be completed and shall require that the owner board up such building or structure pending demolition and removal.

b) Repair shall be ordered where such building or structure is capable of being made safe by repair. Such order shall specify the time in which such repairs are to be made and shall require the owner to board up the building or structure pending such repair.

(2) Boarding up a building or structure for future demolition or repair pursuant to an order of the Code Enforcement Board or Special Magistrate shall not extend beyond one year, unless approved by the Code Enforcement Board or Special Magistrate upon a showing of good cause.

(3) When any building or structure is to be demolished and removed by the City, the City, or any entity under contract to the City, may enter onto the real property that is the subject of the order and undertake such demolition by any lawful means. The City, or any entity under contract with the City, shall have the right to sell salvage and valuable materials at the highest price obtainable. The proceeds of the sale, after deducting the expenses of such demolition and removal, shall be promptly remitted to the owner with a report of such sale of transaction, including the items of expense and the amounts deducted. If there is not surplus to remit to the owner, the report shall so state.

SECTION 107
UNSAFE STRUCTURES AND EQUIPMENT

10871 General

All buildings, structures, or premises, (including but not limited to electrical, gas, mechanical or plumbing systems within a building structure or premises) which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, or which are otherwise unfit for human habitation, as may be further defined hereinbelow, are considered unsafe buildings, structures, or premises. All such unsafe buildings, structures or premises are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of this Code or other applicable local ordinance.

107.1.1 Unsafe Structures

Any building, structure, equipment or property that has any of the following conditions, such that life, health, property or safety of the public or the building occupants, either permanent or occasional are endangered:

Violation Conditions:

(1) Any means of egress or portion thereof is not of adequate size, or is not arranged to provide a safe path of travel in case of fire or panic, or otherwise does not conform to the Florida Building Code or Florida Life Safety Code as related to the requirements for existing buildings or to the approved plans, if any.

(2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.

(3) The stress in any material, member or portion thereof, due to all imposed loads including dead load exceeds the stress allowed in the Florida Building Code as related to the requirements for existing buildings.

(4) The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the Florida Building Code as related to the requirements for existing buildings.

(5) Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is incapable of resisting wind, seismic or similar loads as required by the Florida Building Code as related to the requirements for existing buildings.

(6) If, for any reason, the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.

(7) The building, structure or portion thereof as a result of damage, decay, deterioration or dilapidation is likely to fully or partially collapse.

(8) The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, was not constructed according to the approved plans, if any, or was constructed without first obtaining a building construction permit, where a building permit was required.

(9) Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(10) Any building, structure or portion thereof that displays any of the above is in such a condition so as to constitute a public nuisance or an unsafe or dangerous attractive nuisance.

(11) Any building, structure or property rendered unsafe or dangerous to human health by the presence of unlawful hazardous materials or toxic substances.

Any violation of Chapter 4 through 7 of the International Code Congress (ICC) 2024 Property Maintenance Code, which is for the purpose of and establishing minimum rules for maintaining building code standards and regulations for the use, occupancy and maintenance of property, building or structure in the corporate limits of the City could be determined to be an Unsafe Structure depending on the nature of the violation, but at a minimum would be a violation of the code.

107.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the Code Official is authorized to direct posting a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the Code Official may cause the premises to be closed and secured through order of the Special Magistrate, code enforcement board, any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

107.3 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the Code Official and shall furnish to the Code Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 202
GENERAL DEFINITIONS.

Terms utilized in this Article V, Property Maintenance Code, are as defined in the latest edition of the Florida Building Code, Chapter 2 – Definitions.

SECTION 301
GENERAL REQUIREMENTS

301.1 Scope.

The provisions of this Article V, Property Maintenance Code, shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements and the code under which the building was constructed, except as otherwise provided for in this Article V, Property Maintenance Code. The owner or owner's agent shall be responsible to ensure that any repairs, additions or alterations to the building or portion thereof are performed or constructed in accordance with the Florida Building Code, Florida Residential Code or Florida Existing Building Code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are

not in a sanitary and safe condition and that do not comply with the requirements of this Article V, Property Maintenance Code. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises they occupy and control.

301.3 Vacant structures and land.
Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation.
Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Sidewalks and driveways.
Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. This includes the drive access way through the Right of Way (ROW) and within (15) fifteen feet of the established drive access.

302.3 Landscape Maintenance.
Premises and exterior property shall be maintained free from weeds or excess grass growth of **NINE (9) INCHES.** Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than ornamental grasses, trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to maintain the landscape after a finding of violation by the special magistrate or code enforcement board, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

A. Maintenance. Landscaping shall be maintained as follows:

1. All plant material shall be maintained in a healthy and viable condition.
2. Structural elements relating to nonliving landscape material shall be maintained in good condition at all times.
3. All landscaping planted abutting sidewalks, multiuse pathways, pedestrian gathering areas, bicycle lanes or vehicular use areas shall be trimmed so as to not interfere in the use of said areas.
4. All permitted development (or land identified for future development per a development order) shall maintain any and all landscaping, sidewalks, and roadways.
5. Trash shall not be permitted to accumulate at the premises including but not limited to grounds.
6. Any vacant area identified for future development shall be, covered with a living ground cover such as grass, sod, or other low growing ground cover species, irrigated, and maintained as per this Code.

7.If a vacant lot identified for future development has not been cleared of trees, the ground shall be grubbed or cleared of overgrown vegetation and maintained in a manner as to not attract pest or rodents.

8. All permitted development is required to maintain the storm water retention areas or systems per the approved development Stormwater Plan.

Upon failure of the owner or agent having charge of a property to maintain the landscape after a finding of violation by the special magistrate or code enforcement board, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation, abate the violation, and the costs of such abatement shall be paid by the owner or agent responsible for the property

302.4 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.5 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another tenant.

302.6 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.7 Motor vehicles.

Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.8 Defacement of property.

A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.9 Conserve Established Residential Neighborhoods

302.9.1 Public Nuisances

Public nuisances which tend to annoy the neighborhood, depreciate property values, injure public health or are deemed inconsistent with community standards may have a deleterious effect on a neighborhood. Therefore, public nuisances in the city shall be the same as described in Florida Statutes chapter 823. The following regulations shall apply:

1. Dilapidated buildings and structures. The city may remove or compel the removal or demolition of any building which has for any cause become a nuisance. Pursuant to such action, the structure

must be found in a dilapidated state and in violation of this Code. If special dangers or appearance deficiencies arising from the condition of the building can be eliminated by lawful repair and alterations, then improvement rather than demolition may be ordered by the city.

2. Abandonment of vehicles and/or vessels. It shall be unlawful to abandon, discard or hold for resale on the premises any vessel or vehicle visible to the public, but not in use by the owner. A place of business authorized to maintain and operate a junkyard or deal in the sale or exchange of secondhand merchandise is not affected by this restriction.
    a. Reef building materials may be stored on the property of those persons who will use such materials to construct reefs in accordance with Code of Ordinances, chapter 12. In such cases, a permit for storing materials is required from the city.
3. Commercial vehicles in a residential area. All commercial vehicles larger than 1½ tons shall not be allowed to park in residential districts except for the purpose of delivering materials or providing a service that is temporary in nature. It shall be unlawful for vehicles containing hazardous materials such as fuels, explosives, chemicals or gases to be parked unattended in residential districts at any time.
4. Accumulation of trash and debris. It shall be unlawful to permit rubbish, trash, debris, dead trees, or other unsightly or unsanitary matters to accumulate on any lot, tract, or parcel of land within the city which may reasonably become infested, inhabited by, or a breeding place for rodents, vermin, reptiles or wild animals which threaten or endanger the public health, safety and welfare.
5. Noise. Refer to Destin Code of Ordinances, Chapter 14, Offenses and miscellaneous provisions, Article II, Noise.

302.9.2 Motor Vehicles, Recreational Vehicles, Vessels, and Trailers

The following, unless otherwise stated, shall only be allowed to be parked and/or stored on an improved accessway/vehicle use area as defined herein or the side yard area closest to the improved accessway/vehicle use area on any residentially zoned property and shall not be allowed within the public right-of-way unless otherwise permitted (Refer to LDC Article 8, Section 8.01.00.6):

1. Multiple motor vehicles as defined by Chapter 320 of Florida Statutes (all operable and under current registration), not including recreational vehicle-type units and trailers as referenced below, are permitted only on improved accessways/vehicle use areas or the side yard area closest to the improved accessway/vehicle use area and shall be located completely upon the property owner's property and shall not impact or impeded neighboring properties.

    ii. One (1) recreational vehicle-type unit, as defined by Chapter 320.01(1)(b) of Florida Statutes (operable and under current registration), plus two (2) of the following for a total of three (3) are allowed:
        a. Vessels (under current registration and properly tagged) with trailer (under current registration) or vessels with multiple personal watercraft (all under current registration and properly tagged) on single trailers (under current registration). All vessels shall be on a trailer when parked or stored; and
        b. Trailers (operable and under current registration), which shall include but not be limited to any storage trailers, utility trailers, horse trailers, and vessel trailers.
2. Temporary Portable on Demand Storage (PODS) units, shipping containers or similar portable storage units and dumpsters shall not be stored for longer than 30 days unless an active building permit is on file with the city.

302.9.2 All other vehicles.
All other motor vehicles, recreation vehicle-type units, vessels, trailers, and temporary portable storage units, beyond what is allowed as stated above, shall either be stored in an enclosed building, off-site or located within the rear or side yard behind the front of the primary structure on the property and not visible, while standing at grade, from any adjoining property or the public right-of-way.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.
Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures.
Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool barrier shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exceptions:
1. Spas or hot tubs equipped with a lockable safety cover that complies with ASTM F1346.
2. Private swimming pools equipped with a power safety cover that complies with ASTM F1346 and is in working condition using the control switch.

SECTION 304
EXTERIOR STRUCTURE

304.1 General.
The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Potentially unsafe conditions.
The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:
1. Structural members have deterioration or distress that reduces their load-carrying capacity.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that reduces its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that reduces their load-carrying capacity.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.

5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
6. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
7. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
8. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
9. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
10. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the Code Official.

304.2 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.3 Structural members.

Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

304.4 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.5 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.6 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.7 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.8 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

304.9 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.10 Chimneys and towers.

Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

304.11 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.12 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.

304.12.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.12.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.13 Doors.

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, sleeping units, rooming units and housekeeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Chapter 7 ICC 2024 Property Maintenance Code, Section 702.3.

SECTION 305
INTERIOR STRUCTURE

305.1 General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Potentially unsafe conditions.

The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
4. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the Code Official.

305.2 Structural members.

Structural members shall be maintained structurally sound and be capable of supporting the imposed loads.

305.3 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.4 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.5 Interior doors.
Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.6 Kitchen Facilities
Every dwelling unit shall contain a kitchen equipped with the following minimum facilities:

1. Food preparation surfaces impervious to water and free of defects which could trap food or liquid.
2. Shelving, cabinets or drawers for the storage of food and cooking and eating utensils, all of which shall be maintained in good repair.
3. Freestanding or permanently installed cookstove. Portable electric cooking equipment shall not fulfill this requirement. Portable cooking equipment employing flame shall be prohibited.
4. Mechanical refrigeration equipment for the storage of perishable foodstuffs.

EXCEPTION: Nothing herein shall preclude a written agreement between an owner and tenant that the tenant will furnish mechanical refrigeration equipment and/or a cookstove as required in this section. It shall be an affirmative defense available to an owner charged with a violation of this section if such an agreement exists.

SECTION 306
RUBBISH AND GARBAGE

306.1 Accumulation of rubbish or garbage.
Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.
306.2 Disposal of rubbish and garbage.
Every occupant of a structure shall dispose of all rubbish and garbage in a clean and sanitary manner by placing such rubbish in approved containers.

Every dwelling unit or developed property shall have adequate garbage disposal facilities or garbage storage containers, of a type and location approved by the applicable governing body.

306.2.2 Refrigerators.
Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises. All such appliances if no longer in use or working order shall be disposed of properly. They may be placed at the ROW for waste pickup if such services are available the day before scheduled pickup.

SECTION 307
PEST ELIMINATION

307.1 Infestation.
Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

307.2 Owner.
The owner or occupant of any structure shall be responsible for pest elimination within the structure

SECTION 308

ACCESSIBILITY

308.1 General.

A facility that is required to be accessible shall be maintained accessible during occupancy.

308.1.1 Maintenance.
The accessible features of a facility shall be maintained in good repair, in a clean, structurally sound and sanitary condition, and free from impediments to accessibility.

CHAPTER 4 – LIGHT, VENTALATION AND OCCUPANCY LIMITS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

The following sections of chapter 4 are exempt from this code:

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

CHAPTER 5 – PLUMBING FACILITIES AND FIXTURE REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

CHAPTER 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

CHAPTER 7 – FIRE SAFETY REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

***

SECTION 4. INCORPORATION INTO 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. 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.

(Signature Page Follows)

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

Community Development Department

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119|www.cityofdestin.com

Business Impact Statement for Proposed Ordinance 24-17-CC

1. Summary of proposed Ordinance 24-17-CC

An Ordinance creating an Article V in the Code of Ordinance under Chapter 2 for Property Maintenance Code in order to uphold property standard for Building and Housing Codes for existing development and undeveloped properties.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

If a property is found in violation and does not remedy the violation, they will be issued a Notice of Hearing to appear before a Magistrate, which will impose an administration fee of up to $500.00.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Unknown.

4. Any additional information the board determines may be useful.

None.

REDLINE VERSION:
This version of the Ordinance reflects the changes made to the ordinance after first reading, as further detailed in the staff report.

ORDINANCE NO. 24-17-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE 5, "PROPERTY MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the quality of life, health, safety and welfare of its citizens finds that the City should create a property maintenance code and

WHEREAS, the City Council desires amend the Code of Ordinances relating to adopt a property maintenance code; and

WHEREAS, City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; 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, <u>underline language</u> 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. AMENDMENTS TO CHAPTER 6, CITY CODE OF ORDINANCES.

Chapter 6 of the Code of Ordinances is hereby amended as follows:

***

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

***

ARTICLE V. – PROPERTY MAINTENANCE CODE

PART 1 - SCOPE AND ADMINISTRATION

SECTION 101
SCOPE AND GENERAL REQUIREMENTS

101.1 Title.
These regulations shall be known as the Property Maintenance Code of **CITY OF DESTIN**, hereinafter referred to as "this code."

101.2 Scope.
The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities.

101.3 Purpose.
The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

101.4 Severability.
If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102
APPLICABILITY

102.1 Maintenance.
Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner's authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein,

the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.2 Application of other codes.
Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Land Development Code, Code of Ordinances, Florida Building Code, Florida Existing Building Code, Florida Energy Conservation Code, Florida Fire Code, Florida Fuel Gas Code, Florida Mechanical Code, Florida Residential Code, Florida Plumbing Code and NFPA 70 – National Electrical Code (NEC).

102.3 Existing remedies.
The provisions in this code shall not be construed to abolish or impair the City's existing remedies relating to the removal or demolition of any structure that is dangerous, unsafe or insanitary.

102.4 Requirements not covered by code.
Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the ~~code official~~Code Official.

102.5 Other laws.
The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 – ADMINISTRATION AND ENFORCEMENT

SECTION 103
CODE OFFICIAL

103.1 Code Official
The City Manager or City Manager's Designee, (which designee may be the City Building Official ~~and City Building Official's designee~~), is also referred to as the ~~code official~~Code Official.

SECTION 104
FEES

104.1 Fees.
The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the City Council.

SECTION 105
DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.
The ~~code official~~Code Official is hereby authorized and directed to enforce the provisions of this code. The ~~code official~~Code Official, in his or her discretion, may authorize City Code Compliance staff to enforce the provisions of this code under his or her supervision.

~~**105.2 Determination of compliance.**~~

~~The code official~~**105.2 Determinations, Interpretations and Appeals.**

Determinations and Interpretations. The Code Official (in consultation with and the Fire Official, where applicable) shall determine compliance with this code and render interpretations of this code. The ~~code official~~Code Official shall not waive requirements specifically provided for in this code or other applicable codes and ordinances. In determination of a violation of this code or an Unsafe Building the official code shall include a statement indicating the building or structure has been declared unsafe by the City and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the Code and shall be signed by the ~~Building~~Code Official. Such a determination shall be forwarded to the Code Enforcement Officer for further action according to the following procedures, and the procedures in Chapter 14, Article III, Code Enforcement Board; Special Magistrate.

Appeals: Interpretations of this Code and determinations by the Code Official of noncompliance with this Code are appealable to the City Council within five (5) days of the written rendering of the interpretation or determination by the Code Official. However, any matter adjudicated by the Special Magistrate or Code Enforcement Board (where a final order of the Special Magistrate or Code Enforcement Board is rendered), is appealable only to the circuit court of Okaloosa County, and may not be appealed to the City Council.

105.3 Right of Entry.

When the Code Official or Fire Official or their designee has reasonable cause to believe that there exists in a structure or on any premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the ~~code official~~Code Official is authorized to enter the structure or premises at all reasonable times to inspect or perform the duties imposed by this code.

a. When entering a building, structure or property that is occupied, the official(s) shall first identify themselves, present proper credentials and request entry.

b. If the building, structure or property is unoccupied, the official(s) shall make a reasonable effort to locate the owner or other persons having charge of the building and demand entry.

c. If the official(s) are unable to obtain authorization to enter and inspect a building, structure or property, the officials may enter and inspect such building, structure or property by any other lawful means, including through the inspection warrant process as provided in Chapter 933, Florida Statutes.

105.4 Disconnect of Utilities.

The ~~Building~~Code Official shall have the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection is made without proper authorization. The ~~Building~~Code Official shall notify the serving utility and, whenever possible, the owner or occupant of the structure, of the decision to disconnect such service prior to taking such action. The ~~Building~~Code Official shall use best efforts to determine those instances where service is connected to more than one customer to avoid unintentional disconnection of utilities of innocent third parties.

105.5 Imminent Danger.

Regardless of whether notice has been issued by the code officer, the ~~Building~~Code Official is authorized to take the following emergency measures where, in the opinion of the ~~Building~~Code Official, there is imminent danger of fire, failure, or collapse of a building or structure which endangers life, or when any portion of a structure has fallen and life is endangered by the occupation of the structure, or when there is

actual or potential danger to the structure's occupants or those in proximity because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials:

a. Disconnection of utility service as provided hereinabove.
b. Order and require that the occupants vacate the building, structure or property immediately.
c. Posting the building, structure or property at each entrance informing all persons that it is unlawful for any person to enter the building, structure or property except for the purpose of securing the building or structure, making an inspection, making required repairs, removing the hazardous condition, cleanup or remediation of hazardous materials or toxic substances, or for demolition and removal.
d. Temporarily close or board up buildings or structures against further entry, or order to close sidewalks, streets, public rights-of-way, and places adjacent to such buildings, structures or property.
e. When there is an imminent danger due to the condition of the building, structure or property, order emergency work to reduce or eliminate such condition to be performed by the property owner, or if the owner fails to perform such work within such reasonable time as specified by the ~~Building~~Code Official, take such steps as are necessary to eliminate such condition and present such costs to the Code Enforcement Board or Special Magistrate for an Order authorizing the placement of a lien to be recorded against the property for the costs of such work if the finding of imminent danger is confirmed by the code compliance hearing.

The City Manager shall report any action taken under this section 105.5 to the City Council at the next retularly scheduled City Council meeting.

105.6 Notices and orders.
The ~~code official~~Code Official (or code compliance staff as directed by the ~~code official~~Code Official), shall issue all necessary notices or orders to ensure compliance with this code, in accordance with Chapter 162, Florida Statutes.

105.7 Method of service.
Such notice shall be deemed to be properly served where a copy thereof is served in accordance with Chapter 162, Florida Statutes.

SECTION 106
VIOLATIONS

106.1 Notice of violation.
The code compliance officer, upon receiving a determination of a violation from the ~~code official~~Code Official, shall serve a notice of violation or order in accordance with Chapter 162, Florida Statutes, and shall include the following:

(1) The street address or location on which road, if no address is assigned and the property I.D. of the structure, building or property.

(2) If it's a determination of an unsafe structure, the Determination of Unsafe Structure by the Code Official shall be included in its entirety.

(3) A statement advising that if the following required actions, as determined by the ~~code official~~Code Official, are not commenced within or completed by the time specified, the matter will be referred to the Code Enforcement Board or Special Magistrate for a hearing, which may result in a finding of violation and an order imposing fine and costs and requiring that the building, structure or property will be repaired or ordered vacated and, if applicable, demolished and all costs incurred, together with any accrued fines; and that the order imposing fine and costs may be filed in the public records, and as such, thereafter will constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

a. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continue to completion within such time as allowed per code.

b. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed and the building or structure secured against further occupancy, which time shall not exceed 30 days.

c. If the building or structure is to be demolished, the notice shall require that the premises be vacated within 30 days, and that all required permits for demolition be secured in 60 days and completed within such time as allowed per the Florida Building Codec.

(4) A statement that the Code Official has the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection was made without proper authorization.

(5) A statement providing notice that it is unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Structure and Notice of Violation without the permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Code Official.

Once a notice is served and posted, it shall be unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Violation without permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Code Official.

106.2 Placarding.

If the violation consists of an unsafe structure, a placard shall be posted stating the structure is unsafe at each entrance of the building or upon the structure.

106.2.1 Placard removal.

The ~~code official~~Code Official shall remove the unsafe structure placard whenever the defect or defects upon which the unsafe structure and placarding action were based have been eliminated. Any person who defaces or removes a placard without the approval of the ~~code official~~Code Official shall be subject to the penalties provided by this code.

106.3 Prosecution of violation.

Code Compliance Hearing. Upon failure of the owner to comply with the remedial measures and actions as required in the Notice of Violation and/or Notice of Unsafe Structure, the Code Enforcement Officer shall schedule the matter to be heard by the Code Enforcement Board or Special Magistrate as provided in Chapter 14, City Code of Ordinances. If the Code Enforcement Board or Special Magistrate determines that there is a violation and affirms the code officer's Determination of Unsafe Building, the Board or Special Magistrate shall in its order provide a reasonable time for the owner to correct the unsafe or dangerous condition, subsequent to which the code officer may be directed to take any necessary remedial measures to have the building, structure or property secured by repair, closing up all entrances, or demolition. All such costs of remedial measures incurred by the City shall be charged against the real property upon which the building or structure is located and shall be a lien upon such real estate, and upon any other real or personal property owned by the violator and may be collected in any legal manner.

106.4 Abatement of violation.

Method of Demolition or Repair.

(1) The Code Enforcement Board or Special Magistrate shall order either the demolition or repair of a building or structure as follows, based on the ~~code official's~~Code Official's expertise:

a) Demolition and removal shall be ordered when any building or structure is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy to such an extent that it is unreasonable to repair the building or structure. Such order shall specify a time in which demolition is to be completed and shall require that the owner board up such building or structure pending demolition and removal.

b) Repair shall be ordered where such building or structure is capable of being made safe by repair. Such order shall specify the time in which such repairs are to be made and shall require the owner to board up the building or structure pending such repair.

(2) Boarding up a building or structure for future demolition or repair pursuant to an order of the Code Enforcement Board or Special Magistrate shall not extend beyond one year, unless approved by the Code Enforcement Board or Special Magistrate upon a showing of good cause.

(3) When any building or structure is to be demolished and removed by the City, the City, or any entity under contract to the City, may enter onto the real property that is the subject of the order and undertake such demolition by any lawful means. The City, or any entity under contract with the City, shall have the right to sell salvage and valuable materials at the highest price obtainable. The proceeds of the sale, after deducting the expenses of such demolition and removal, shall be promptly remitted to the owner with a report of such sale of transaction, including the items of expense and the amounts deducted. If there is not surplus to remit to the owner, the report shall so state.

SECTION 107
UNSAFE STRUCTURES AND EQUIPMENT

10871 General

All buildings, structures, or premises, (including but not limited to electrical, gas, mechanical or plumbing systems within a building structure or premises) which are unsafe, unsanitary, or do not provide adequate

egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, or which are otherwise unfit for human habitation, as may be further defined hereinbelow, are considered unsafe buildings, structures, or premises. All such unsafe buildings, structures or premises are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of this Code or other applicable local ordinance.

107.1.1 Unsafe Structures

Any building, structure, equipment or property that has any of the following conditions, such that life, health, property or safety of the public or the building occupants, either permanent or occasional are endangered:

Violation Conditions:

(1) Any means of egress or portion thereof is not of adequate size, or is not arranged to provide a safe path of travel in case of fire or panic, or otherwise does not conform to the Florida Building Code or Florida Life Safety Code as related to the requirements for existing buildings or to the approved plans, if any.

(2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.

(3) The stress in any material, member or portion thereof, due to all imposed loads including dead load exceeds the stress allowed in the Florida Building Code as related to the requirements for existing buildings.

(4) The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the Florida Building Code as related to the requirements for existing buildings.

(5) Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is incapable of resisting wind, seismic or similar loads as required by the Florida Building Code as related to the requirements for existing buildings.

(6) If, for any reason, the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.

(7) The building, structure or portion thereof as a result of damage, decay, deterioration or dilapidation is likely to fully or partially collapse.

(8) The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, was not constructed according to the approved plans, if any, or was constructed without first obtaining a building construction permit, where a building permit was required.

(9) Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(10) Any building, structure or portion thereof that displays any of the above is in such a condition so as to constitute a public nuisance or an unsafe or dangerous attractive nuisance.

(11) Any building, structure or property rendered unsafe or dangerous to human health by the presence of unlawful hazardous materials or toxic substances.

Any violation of Chapter 4 through 7 of the International Code Congress (ICC) 2024 Property Maintenance Code, which is for the purpose of and establishing minimum rules for maintaining building code standards and regulations for the use, occupancy and maintenance of property, building or structure in the corporate limits of the City could be determined to be an Unsafe Structure depending on the nature of the violation, but at a minimum would be a violation of the code.

107.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the ~~code official~~Code Official is authorized to direct posting a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the ~~code official~~Code Official may cause the premises to be closed and secured through order of the Special Magistrate, code enforcement board, any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

107.3 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the ~~code official~~Code Official and shall furnish to the ~~code official~~Code Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 202
GENERAL DEFINITIONS.

Terms utilized in this Article V, Property Maintenance Code, are as defined in the latest edition of the Florida Building Code, Chapter 2 – Definitions.

SECTION 301
GENERAL REQUIREMENTS

301.1 Scope.

The provisions of this Article V, Property Maintenance Code, shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements and the code under which the building was constructed, except as otherwise provided for in this Article V, Property Maintenance Code. The owner or owner's agent shall be responsible to ensure that any repairs, additions or alterations to the building or portion thereof are performed or constructed in accordance with the Florida Building Code, Florida Residential Code or Florida Existing Building Code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this Article V, Property Maintenance Code. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises they occupy and control.

301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation.

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. This includes the drive access way through the Right of Way (ROW) and within (15) fifteen feet of the established drive access.

302.3 Landscape Maintenance.

Premises and exterior property shall be maintained free from weeds or excess grass growth of **NINE (9) INCHES.** Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than ornamental grasses, trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to maintain the landscape after a finding of violation by the special magistrate or code enforcement board, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

A. Maintenance. Landscaping shall be maintained as follows:

1. All plant material shall be maintained in a healthy and viable condition.
2. Structural elements relating to nonliving landscape material shall be maintained in good condition at all times.
3. All landscaping planted abutting sidewalks, multiuse pathways, pedestrian gathering areas, bicycle lanes or vehicular use areas shall be trimmed so as to not interfere in the use of said areas.

4. All permitted development (or land identified for future development per a development order) shall maintain any and all landscaping, sidewalks, and roadways.
5. Trash shall not be permitted to accumulate at the premises including but not limited to grounds.
6. Any vacant area identified for future development shall be, covered with a living ground cover such as grass, sod, or other low growing ground cover species, irrigated, and maintained as per this Code.
7.If a vacant lot identified for future development has not been cleared of trees, the ground shall be grubbed or cleared of overgrown vegetation and maintained in a manner as to not attract pest or rodents.
8. All permitted development is required to maintain the storm water retention areas or systems per the approved development Stormwater Plan.

Upon failure of the owner or agent having charge of a property to maintain the landscape after a finding of violation by the special magistrate or code enforcement board, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation, abate the violation, and the costs of such abatement shall be paid by the owner or agent responsible for the property

302.4 Rodent harborage.
Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.5 Exhaust vents.
Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another tenant.

302.6 Accessory structures.
Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.7 Motor vehicles.
Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.
Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.8 Defacement of property.
A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.
It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.9 Conserve Established Residential Neighborhoods

302.9.1 Public Nuisances

Public nuisances which tend to annoy the neighborhood, depreciate property values, injure public health or are deemed inconsistent with community standards may have a deleterious effect on a neighborhood. Therefore, public nuisances in the city shall be the same as described in Florida Statutes chapter 823. The following regulations shall apply:

1. Dilapidated buildings and structures. The city may remove or compel the removal or demolition of any building which has for any cause become a nuisance. Pursuant to such action, the structure must be found in a dilapidated state and in violation of this Code. If special dangers or appearance deficiencies arising from the condition of the building can be eliminated by lawful repair and alterations, then improvement rather than demolition may be ordered by the city.
2. Abandonment of vehicles and/or vessels. It shall be unlawful to abandon, discard or hold for resale on the premises any vessel or vehicle visible to the public, but not in use by the owner. A place of business authorized to maintain and operate a junkyard or deal in the sale or exchange of secondhand merchandise is not affected by this restriction.
    a. Reef building materials may be stored on the property of those persons who will use such materials to construct reefs in accordance with Code of Ordinances, chapter 12. In such cases, a permit for storing materials is required from the city.
3. Commercial vehicles in a residential area. All commercial vehicles larger than 1½ tons shall not be allowed to park in residential districts except for the purpose of delivering materials or providing a service that is temporary in nature. It shall be unlawful for vehicles containing hazardous materials such as fuels, explosives, chemicals or gases to be parked unattended in residential districts at any time.
4. Accumulation of trash and debris. It shall be unlawful to permit rubbish, trash, debris, dead trees, or other unsightly or unsanitary matters to accumulate on any lot, tract, or parcel of land within the city which may reasonably become infested, inhabited by, or a breeding place for rodents, vermin, reptiles or wild animals which threaten or endanger the public health, safety and welfare.
5. Noise. Refer to Destin Code of Ordinances, Chapter 14, Offenses and miscellaneous provisions, Article II, Noise.

302.9.2 Motor Vehicles, Recreational Vehicles, Vessels, and Trailers

The following, unless otherwise stated, shall only be allowed to be parked and/or stored on an improved accessway/vehicle use area as defined herein or the side yard area closest to the improved accessway/vehicle use area on any residentially zoned property and shall not be allowed within the public right-of-way unless otherwise permitted (Refer to LDC Article 8, Section 8.01.00.6):

1. Multiple motor vehicles as defined by Chapter 320 of Florida Statutes (all operable and under current registration), not including recreational vehicle-type units and trailers as referenced below, are permitted only on improved accessways/vehicle use areas or the side yard area closest to the improved accessway/vehicle use area and shall be located completely upon the property owner's property and shall not impact or impeded neighboring properties.

    ii. One (1) recreational vehicle-type unit, as defined by Chapter 320.01(1)(b) of Florida Statutes (operable and under current registration), plus two (2) of the following for a total of three (3) are allowed:

    a. Vessels (under current registration and properly tagged) with trailer (under current registration) or vessels with multiple personal watercraft (all under current registration and properly tagged) on single trailers (under current registration). All vessels shall be on a trailer when parked or stored; and

b. Trailers (operable and under current registration), which shall include but not be limited to any storage trailers, utility trailers, horse trailers, and vessel trailers.

2. Temporary Portable on Demand Storage (PODS) units, shipping containers or similar portable storage units and dumpsters shall not be stored for longer than 30 days unless an active building permit is on file with the city.

302.9.2 All other vehicles.
All other motor vehicles, recreation vehicle-type units, vessels, trailers, and temporary portable storage units, beyond what is allowed as stated above, shall either be stored in an enclosed building, off-site or located within the rear or side yard behind the front of the primary structure on the property and not visible, while standing at grade, from any adjoining property or the public right-of-way.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.
Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures.
Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool barrier shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exceptions:

1. Spas or hot tubs equipped with a lockable safety cover that complies with ASTM F1346.
2. Private swimming pools equipped with a power safety cover that complies with ASTM F1346 and is in working condition using the control switch.

SECTION 304
EXTERIOR STRUCTURE

304.1 General.
The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Potentially unsafe conditions.
The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:

1. Structural members have deterioration or distress that reduces their load-carrying capacity.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that reduces its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that reduces their load-carrying capacity.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.
5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
6. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
7. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
8. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
9. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
10. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the ~~code official~~Code Official.

304.2 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.3 Structural members.

Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

304.4 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.5 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.6 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.7 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.8 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

304.9 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.10 Chimneys and towers.

Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

304.11 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.12 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.

304.12.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.12.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.13 Doors.

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, sleeping units, rooming units and housekeeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Chapter 7 ICC 2024 Property Maintenance Code, Section 702.3.

SECTION 305
INTERIOR STRUCTURE

305.1 General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Potentially unsafe conditions.

The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
4. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the ~~code official~~Code Official.

305.2 Structural members.

Structural members shall be maintained structurally sound and be capable of supporting the imposed loads.

305.3 Stairs and walking surfaces.
Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.4 Handrails and guards.
Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.5 Interior doors.
Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.6 Kitchen Facilities
Every dwelling unit shall contain a kitchen equipped with the following minimum facilities:

1. Food preparation surfaces impervious to water and free of defects which could trap food or liquid.
2. Shelving, cabinets or drawers for the storage of food and cooking and eating utensils, all of which shall be maintained in good repair.
3. Freestanding or permanently installed cookstove. Portable electric cooking equipment shall not fulfill this requirement. Portable cooking equipment employing flame shall be prohibited.
4. Mechanical refrigeration equipment for the storage of perishable foodstuffs.

EXCEPTION: Nothing herein shall preclude a written agreement between an owner and tenant that the tenant will furnish mechanical refrigeration equipment and/or a cookstove as required in this section. It shall be an affirmative defense available to an owner charged with a violation of this section if such an agreement exists.

SECTION 306
RUBBISH AND GARBAGE

306.1 Accumulation of rubbish or garbage.
Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.
306.2 Disposal of rubbish and garbage.
Every occupant of a structure shall dispose of all rubbish and garbage in a clean and sanitary manner by placing such rubbish in approved containers.

Every dwelling unit or developed property shall have adequate garbage disposal facilities or garbage storage containers, of a type and location approved by the applicable governing body.

306.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises. All such appliances if no longer in use or working order shall be disposed of properly. They may be placed at the ROW for waste pickup if such services are available the day before scheduled pickup.

SECTION 307
PEST ELIMINATION

307.1 Infestation.
Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

307.2 Owner.
The owner or occupant of any structure shall be responsible for pest elimination within the structure

SECTION 308
ACCESSIBILITY
308.1 General.
A facility that is required to be accessible shall be maintained accessible during occupancy.

308.1.1 Maintenance.
The accessible features of a facility shall be maintained in good repair, in a clean, structurally sound and sanitary condition, and free from impediments to accessibility.

CHAPTER 4 – LIGHT, VENTALATION AND OCCUPANCY LIMITS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

The following sections of chapter 4 are exempt from this code:

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

CHAPTER 5 – PLUMBING FACILITIES AND FIXTURE REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

CHAPTER 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

CHAPTER 7 – FIRE SAFETY REQUIREMENTS, Refer to International Code Congress (ICC) 2024 Property Maintenance Code.

***

SECTION 4. INCORPORATION INTO 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. 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.

(Signature Page Follows)

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

ITEM # 2024-623

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: July 21, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Noell Bell, Chief Building Official
David Prichard, Community Development Director

DATE: July 10, 2025

SUBJECT: Second reading of Ordinance 24-14-LC - Removing Section 20.06.00 of the Land Development Code - "Unsafe Building Abatement."

I. BACKGROUND: Staff has determined that the type of structural maintenance regulations currently located in **LDC Article 20.06.00 Unsafe Building Abatement** are more appropriate in the Code of Ordinances because they are not regulations, but rather the enforcement of regulations post-development. Thus, we are creating **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and proposing to expand the scope of the regulations to also address general site conditions.

This agenda item, Ordinance 24-14-LC, removes **Article 20.06.00 Unsafe Building Abatement** from the Land Development Code, and an accompanying agenda item, Ordinance 24-17-CC, creates **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and expands the scope of the regulations to also address general site conditions.

II. DISCUSSION: While the Florida Building Code applies to new construction, it is important that standards are also in place for existing structures and premises, requiring owners of residential and non-residential properties to continue to maintain both the exterior of the property (yard) and the structural elements to ensure life safety and structural integrity.

To address these maintenance issues, Staff has discussed the adoption of a **Property Maintenance Code**, modeled from the **International Code Council (ICC) 2024 Property Maintenance Code**. This Code, upon approval by the City Council, would be located in the

Code of OrdinancesArticle V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations. The scope of those regulations is expanded to apply to the entire property and includes all exterior elements (yard) and the existing structural elements, containing maintenance standards for both.

The appropriate location for these type of property maintenance regulations is in the Code of Ordinances; therefore, an amendment to the Land Development Code deleting the current regulations is required to allow the adoption of the new regulations in the Code of Ordinances. This agenda item, Ordinance 24-14-LC, removes **Article 20.06.00Unsafe Building Abatement** from the Land Development Code, and an accompanying agenda item, Ordinance 24-17-CC, creates **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and expands the scope of the regulations to also address general site conditions.

- October 4, 2024 the LPA recommended approval of Ordinance 24-14-LC.
- October 21, 2024 the City Council passed the Ordinance at first reading.

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of life and safety for Families

B. Effect on Budget (EOB): n/a

C. Level of Service (LOS): Increased safety for residents and visitors.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: One of Community Development's primary roles is to ensure all properties within the City of Destin are maintained in a manner that protects the health, safety, and welfare of both property owners and the public, as well as the preservation of neighborhoods and commercial areas. Adoption of a new Property Maintenance Code will assist us in fulfilling that role. Therefore, staff recommends approval of the proposed Ordinance 24-14-LC, which will **delete Section 20.05.00 (Unsafe Buildings) of the Land Development Code (LDC),** with the understanding a New Property Maintenance Code will replace the Unsafe Building Code in the Code of Ordinances.

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 24-14-LC on second reading.

Attachments:

1. Ordinance 24-14-LC Unsafe Building Abatement Removal
2. Business Impact Statement 24-14-LC

ORDINANCE NO. 24-14-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; REMOVING SECTION 20.06.00 OF THE LAND DEVELOPMENT CODE "UNSAFE BUILDING ABATEMENT"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REMOVAL FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should modify the regulations for unsafe building abatement and to remove such regulations from the Land Development Code, entirely; and

WHEREAS, the City Council desires to remove certain building-related regulations from the Land Development Code and to set forth all such provisions in the Code of Ordinances; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; 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 EXHIBIT A of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> 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. AMENDMENTS TO LAND DEVELOPMENT CODE ARTICLE 20.06.00

Section 20.06.00 of the Land Development Code is hereby deleted in its entirety, as set forth in Exhibit "A" attached hereto and fully incorporated herein by this reference.

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. 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.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

EXHIBIT "A"

****

20.06.00 Reserved.

~~20.06.00. Unsafe Building Abatement - General.~~

~~All buildings, structures, premises, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, or which are otherwise unfit for human habitation, as may be further defined hereinbelow, are considered unsafe buildings. All such unsafe buildings, structures or premises are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of this Code or other applicable local ordinance.~~

~~20.06.01. *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Unsafe Building. Any building, structure or property that has any of the following conditions, such that life, health, property or safety of the general public or the building its occupants, either permanent or occasional, of the general public are endangered:~~

~~(1) Any means of egress or portion thereof is not of adequate size, or is not arranged to provide a safe path of travel in case of fire or panic, or otherwise does not conform to the Florida Building Code or Florida Life Safety Code as related to the requirements for existing buildings or to the approved plans, if any.~~

~~(2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.~~

~~(3) The stress in any material, member or portion thereof, due to all imposed loads including dead load exceeds the stress allowed in the Florida Building Code as related to the requirements for existing buildings.~~

~~(4) The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the Florida Building Code as related to the requirements for existing buildings.~~

~~(5) Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is incapable of resisting wind, seismic or similar loads as required by the Florida Building Code as related to the requirements for existing buildings.~~

~~(6) If, for any reason, the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.~~

~~(7) The building, structure or portion thereof as a result of damage, decay, deterioration or dilapidation is likely to fully or partially collapse.~~

~~(8) The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, was not constructed according to the approved plans, if any, or was constructed without first obtaining a building construction permit, where a building permit was required.~~

~~(9) Any building, structure or portion thereof that is unsafe, unsanitary or not provided with~~

adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(10) Any building, structure or portion thereof that displays any of the above is in such a condition so as to constitute a public nuisance or an unsafe or dangerous attractive nuisance.

(11) Any building, structure or property rendered unsafe or dangerous to human health by the presence of unlawful hazardous materials or toxic substances.

(12) Any violation of Chapters 2 and 3 (except Section 309) of the Standard Housing Code, 1994 Edition, which is hereby adopted by the City for the purpose of establishing minimum rules and regulations for the use, occupancy and maintenance of buildings on residential properties; in addition to the provisions hereinabove, the provisions of such code shall be controlling as to the use, occupancy and maintenance of buildings on residential properties in the corporate limits of the City.

20.06.02. *Determination of Unsafe Building*. The Building Official (in consultation with and the Fire Official, where applicable) shall determine when a building is unsafe, or a portion of it may be unsafe. The Determination of Unsafe Building shall include a statement indicating the building or structure has been declared unsafe by the City and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the Code and shall be signed by the Building Official. Such determination shall be forwarded to the Code Enforcement Officer for further action according to the following procedures, and the procedures in Chapter 14, Article III, Code Enforcement Board; Special Magistrate, Destin Code of Ordinances.

20.06.03. *Notice*. The Code Enforcement Officer, upon receiving a Determination of Unsafe Building from the Building Official, shall prepare with coordination from the Building Official and issue a combined Notice of Unsafe Building and Notice of Violation directed to the owner of record of the building or structure. The Notice shall be provided as required in Section 14-84, Destin Code of Ordinances and shall also be posted in a conspicuous place on or about the structure. Once posted, it shall be unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Building and Notice of Violation without permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Building Official. The Notice shall contain, but not be limited to, the following information:

(1) The street address or location on which road, if no address is assigned and the property I.D. of the structure, building or property.

(2) The Determination of Unsafe Building shall be included in its entirety.

(3) A statement advising that if the following required actions, as determined by the building official, are not commenced within or completed by the time specified, the matter will be referred to the Code Enforcement Board or Special Magistrate for a hearing, which may result in a finding of violation and an order imposing fine and costs and requiring that the building, structure or property will be repaired or ordered vacated and, if applicable, demolished and all costs incurred, together with any accrued fines; and that the order imposing fine and costs may be filed in the public records, and as such, thereafter will constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

a. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continue to completion within such time as allowed per code.

b. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed and the building or structure secured against further occupancy, which time shall not exceed 30 days.

c. If the building or structure is to be demolished, the notice shall require that the premises be vacated within 30 days, that all required permits for demolition be secured in 60 days and completed within such time as allowed per code.

(4) A statement that the Building Official has the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection was made without proper authorization.

(5) A statement providing notice that it is unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Building and Notice of Violation without the permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Building Official.

2.06.04. *Additional Powers and Duties of the Building and Fire Officials.*

(1) The Building and Fire Officials may enter any building, structure or property at all reasonable times to make an inspection or enforce this code.

a. When entering a building, structure or property that is occupied, the officials shall first identify themselves, present proper credentials and request entry.

b. If the building, structure or property is unoccupied, the officials shall make a reasonable effort to locate the owner or other persons having charge of the building and demand entry.

c. If the officials are unable to obtain authorization to enter and inspect a building, structure or property, the officials may enter and inspect such building, structure or property by any other lawful means, including through the inspection warrant process as provided in Chapter 933, Florida Statutes.

(2) The Building Official shall have the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection is made without proper authorization. The Building Official shall notify the serving utility and, whenever possible, the owner or occupant of the structure, of the decision to disconnect such service prior to taking such action. The Building Official shall use best efforts to determine those instances where service is connected to more than one customer to avoid unintentional disconnection of utilities of innocent third parties.

(3) Regardless of whether notice has been issued by the Code Enforcement Officer as provided in Section 20.06.03 hereinabove, the Building Official is authorized to take the following emergency measures where, in the opinion of the Building Official, there is imminent danger of fire, failure, or collapse of a building or structure which endangers life, or when any portion of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the structure's occupants or those in proximity because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials:

a. Disconnection of utility service as provided hereinabove.

b. Order and require that the occupants vacate the building, structure or property immediately.

c. Posting the building, structure or property at each entrance informing all persons that it is unlawful for any person to enter the building, structure or property except for the purpose of securing the building or structure, making an inspection, making required repairs, removing the hazardous condition, cleanup or remediation of hazardous materials or toxic

substances, or for demolition and removal.

d. Temporarily close or board up buildings or structures against further entry, or order the authority having jurisdiction to close sidewalks, streets, public rights-of-way, and places adjacent to such buildings, structures or property.

e. When there is an imminent danger due to the condition of the building, structure or property, order emergency work to reduce or eliminate such condition to be performed by the property owner, or if the owner fails to perform such work within such reasonable time as specified by the Building Official, take such steps as are necessary to eliminate such condition and present such costs to the Code Enforcement Board or Special Magistrate for an Order authorizing the placement of a lien to be recorded against the property for the costs of such work if the finding of imminent danger is confirmed by the code enforcement hearing.

(4) The Notice of Unsafe Building shall be removed at such time as the defect or defects upon which the Notice is based have been eliminated.

20.06.05. *Code Enforcement Hearing.* Upon failure of the owner to comply with the remedial measures and actions as required in the Notice of Unsafe Building and Notice of Violation, the Code Enforcement Officer shall schedule the matter to be heard by the Code Enforcement Board or Special Magistrate as provided in Section 14-79, Destin Code of Ordinances. If the Code Enforcement Board or Special Magistrate determines that there is a violation and affirms the Code Enforcement Officer's Determination of Unsafe Building, the Board or Special Magistrate shall in its order provide a reasonable time for the owner to correct the unsafe or dangerous condition, subsequent to which the Code Enforcement Officer may be directed to take any necessary remedial measures to have the building, structure or property secured by repair, closing up all entrances, or demolition. All such costs of remedial measures incurred by the City shall be charged against the real property upon which the building or structure is located and shall be a lien upon such real estate, and upon any other real or personal property owned by the violator, and may be collected in any legal manner.

20.06.06. *Method of Demolition or Repair.*

(1) The Code Enforcement Board or Special Magistrate shall order either the demolition or repair of a building or structure as follows:

a. Demolition and removal shall be ordered when any building or structure is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy to such an extent that it is unreasonable to repair the building or structure. Such order shall specify a time in which demolition is to be completed and shall require that the owner board up such building or structure pending demolition and removal.

b. Repair shall be ordered where such building or structure is capable of being made safe by repair. Such order shall specify the time in which such repairs are to be made and shall require the owner to board up the building or structure pending such repair.

(2) Boarding up a building or structure for future demolition or repair pursuant to an order of the Code Enforcement Board or Special Magistrate shall not extend beyond one year, unless approved by the Code Enforcement Board or Special Magistrate upon a showing of good cause.

(3) When any building or structure is to be demolished and removed by the City, the City, or any entity under contract to the City, may enter onto the real property that is the subject of the order and undertake such demolition by any lawful means. The City, or any entity under contract with the City, shall have the right to sell salvage and valuable materials at the highest price obtainable. The proceeds of the sale, after deducting the expenses of such demolition and removal, shall be promptly remitted to the owner with a report of

~~such sale of transaction, including the items of expense and the amounts deducted. If there is not surplus to remit to the owner, the report shall so state.~~

~~(Ord. No. 15-08-LC, §§ 4—15, 10-19-15)~~

~~Editor's note(s)—Ord. No. 15-08-LC, §§ 5—15, adopted October 19, 2015, and enacted a new § 20.06.00 as set out herein. The former § 20.06.00 pertained to generally. See Code Comparative Table for complete derivation.~~

Community Development Department

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119|www.cityofdestin.com

Business Impact Statement for Proposed Ordinance 24-17-CC

1. Summary of proposed Ordinance 24-14-LC.

This ordinance is a deletion of Chapter 20, section 20.06.00 Unsafe Building Abatement as part of the LDC rewrite.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None.

4. Any additional information the board determines may be useful.

None.

ITEM # 2025-794

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: David Prichard, Community Development Director
Steve O'Connor, Deputy Community Development Director

DATE: July 15, 2025

SUBJECT: Second reading of proposed Ordinance 25-13-PC - Making transportation-related amendments to Chapter 1 - Future Land Use Element, Chapter 2 - Transportation Element, Chapter 9 - Capital Improvements Element, Chapter 12 - Administration, and Chapter 13 - Glossary, of the city's comprehensive plan; deleting the Multimodal Transportation District; providing for goals, objectives, and policies relating to the city mobility plan city mobility fees.

I. BACKGROUND: At the March 1, 2021, City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a Mobility Fee-Based Plan. Staff worked with 3TP Ventures to create the Mobility Plan, which the Council adopted on September 16, 2024. The Mobility Plan is a comprehensive blueprint for addressing the City's current and future transportation needs. Mobility fees are a crucial tool for cities like Destin to fund transportation projects that address the impacts of future growth, while also addressing service gaps such as multimodal infrastructure and traffic congestion. As the Mobility Plan is a fee-based plan, the Mobility Fee was also developed and approved on May 19, 2025, and will replace the Transportation Impact Fee. Approval of the Mobility Plan and Fee also negated the transportation concurrency requirements of the Comprehensive Plan and LDC. However, the City will continue to track the transportation level of service (LOS) to ensure the system is operating as needed.

II. DISCUSSION: Since the Comprehensive Plan currently still references the Multi-Modal Transportation District (MMTD), Transportation Concurrency, and Transportation Impact Fees, it is necessary to replace or modify those references with or to the Adopted Mobility Plan and Mobility Fee, while removing the requirement of tracking transportation concurrency. Each policy, goal, or objective that had either a reference to the MMTD, transportation concurrency, or the Transportation Impact Fee has been identified and modified appropriately.

Several policies, goals, or objectives need to be removed entirely, primarily those requiring monitoring of the MMTD or transportation concurrency. The list of those policies, goals, and objectives is below. These policies or portions of the policies either set standards for concurrency management for transportation, require monitoring of the transportation concurrency management system, or were only applicable to the MMTD. Each of them can be reviewed in its entirety within the ordinance. All other amendments either replace or modify the MMTD or Transportation Impact Fee with the appropriate reference to either the Mobility Plan or Fee.

Policy 2-1.3.3: MMTD Boundaries.

Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD.

Policy 2-1.3.6: Crystal Beach Transition Area.

Policy 2-1.3.22: Monitor Multimodal Transportation District.

Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures.

Policy 12-4.1.4: Criteria for Concurrency and Final Development Orders.

C. Transportation. (Only this paragraph of the policy is being removed)

Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities.

A. Transportation. (Only this paragraph of the policy is being removed)

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence
II. Enhanced quality of life and safety for families
III. Economic development and revitalization
IV. Effective, efficient and aesthetically pleasing infrastructure
V. Improve mobility and connectivity
VI. A green and sustainable environment

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): Upgrade a variety of mobility services and improve function, safety, and efficiencies throughout the city.

D. Legislative Sponsor: N/A

E. Business Impact Statement: ***City of Destin Business Impact Statement – Ord 25-13-PC***

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:

Proposed ordinance 25-13-PC will amend the City's Comprehensive Plan, updating it to reference the Mobility Plan & Mobility Fee while also removing the requirement for Transportation Concurrency tracking.

2. Estimate of direct economic impact of the proposed ordinance on

private, for-profit businesses in the City:

There is no direct economic impact on businesses concerning this ordinance, as the Mobility Fee was previously adopted with Ordinance 25-08-LC, which established the Mobility Fee. The direct cost of the Mobility Fee will only impact new businesses that locate in the City of Destin.

3. Estimate of direct compliance costs that businesses may reasonably incur:

There is no direct compliance cost related to this ordinance. However, Ordinance 25-08-LC has a direct cost that is dependent on the type of business that locates in the City of Destin, whether new development is proposed or an expansion of existing development. The adopted fee schedule will see the cost of the Mobility Fee.

4. Any new charge or fee imposed by the proposed ordinance:

There is no new fee or charge associated with this ordinance. However, Ordinance 25-08-LC established the Mobility Fee and replaced the City's Transportation Impact Fee.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no regulatory costs or administrative fees associated with the amendments to the Comprehensive Plan concerning this ordinance or Ordinance 25-08-LC, which established the City's Mobility Fee.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

10+ businesses could be affected by this ordinance per year.

III. CONCLUSION: To fully implement the Mobility Plan and amend the Comprehensive Plan's fees, specific changes are needed to the references to the Multi-Modal Transportation District, Transportation Concurrency, and the Transportation Impact Fee.

The City Council approved the Ordinance at first reading on July 7, 2025.

IV. RECOMMENDED MOTION: I move that the City Council adopt proposed Ordinance 25-13-PC.

Attachments:

1. 25-13-PC Comprehensive Plan Amendament-Mobility Plan
2. 2012 Strategic Plan

ORDINANCE NO. 25-13-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, MAKING TRANSPORTATION-RELATED AMENDMENTS TO CHAPTER 1 – FUTURE LAND USE ELEMENT, CHAPTER 2 - TRANSPORTATION ELEMENT, CHAPTER 9 - CAPITAL IMPROVEMENTS ELEMENT, CHAPTER 12 - ADMINISTRATION, AND CHAPTER 13 - GLOSSARY, OF THE CITY'S COMPREHENSIVE PLAN; DELETING THE MULTIMODAL TRANSPORTATION DISTRICT; PROVIDING FOR GOALS, OBJECTIVES AND POLICIES RELATING TO THE CITY MOBILITY PLAN AND CITY MOBILITY FEES; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.
The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, The City of Destin, Florida, proposes to amend the City's Comprehensive Plan to amend or adopt policies, goals, and objectives relating to the City's Mobility Plan and Mobility Fee as set forth herein; and

WHEREAS, pursuant to Section 163. 3177, Florida Statutes, the comprehensive plan, through required and optional elements, shall provide principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, the comprehensive plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations;

WHEREAS, the City of Destin's Comprehensive Plan was adopted, pursuant to Section 163. 3177, consisting of the following elements: Future Land Use, Transportation, Housing; Public Facilities, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Economic Development, and Public School Facilities; and,

WHEREAS, the City Council desires to update the Comprehensive Plan to adopt policies, goals, and objectives relating to the City's Mobility Plan and Mobility Fees; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest of the City and its Citizens; 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, <u>underline language</u> 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 Comprehensive Plan that have been skipped and remain unchanged.**

SECTION 3. Chapter 1: - FUTURE LAND USE ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

FUTURE LAND USE ELEMENT

***

Policy 1-3.5.7: Promote Compact Development. Although the City of Destin is a nearly built out urban area, the City is committed to establishing a more compact urban form by promoting redevelopment of its two most visible mixed use urban centers—Town Center Mixed Use and the North and South Harbor Mixed Use areas. These areas are delineated on the FLUM (Map 1-1). ~~The compact planning strategy is further promoted and reinforced by the design of the planned multimodal transportation districts (See the Transportation Element).~~ Within one year, the City shall amend the LDC to include site development standards consistent with discouraging urban sprawl.

SECTION 4. Chapter 2: - TRANSPORTATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

TRANSPORTATION ELEMENT

***

Introduction. The City's 2027 Strategic Vision priorities include Ease of Mobility. The City's 2017 Goal priorities include Improved Mobility and Connectivity. The Transportation Element provides the framework for achieving the optimum, cost-effective transportation system to balance the needs of the City of Destin's (City) residents, workers, tourists, and through traffic. Optimization is achieved through a combination of land use and site design characteristics along with strategies to enhance the availability and use of multiple modes of transportation.

The major topics of this element include:

- Design of the multi-modal system.
- Level of Service Standard (LOS).
- ~~Multi-modal district implementation.~~
- Airport and multi-modal planning coordination.
- Multi-jurisdiction coordination.

***

Policy 2-1.1.7: Determination of Fair Share. A development's fair share includes all transportation improvements needed to maintain the adopted LOS as a result of the project impacts to the multimodal transportation system. Offsite improvements may be credited toward required ~~*transportation impact*~~ mobility fees for the portion of the improvement beyond the minimum level required.

***

Policy 2-1.1.10: Prioritize Transportation Improvements. The City shall prioritize its maintenance, construction and reconstruction activities in the following manner:

A. First priority shall be assigned to projects ~~within the multimodal transportation districts (MMTDs)~~ identified in the adopted Mobility Plan to implement multimodal improvements.
B. Second priority shall be assigned to the renewal and replacement of obsolete or worn out facilities.
C. Third priority shall be assigned to correcting existing deficiencies in public facilities.
D. Fourth priority shall be assigned to facilities necessary to accommodate future growth.

***

Policy 2-1.1.12: Construct Transportation Facilities to ~~MMTD~~ Standards. All new transportation projects within the City shall be constructed to meet City standards identified in the LDC. Such design standards may include, but not be limited to pedestrian access points, shared access, cross access, new or modified signage, striping of roadways, installation of sidewalks and bicycle lanes, widening of roadways, pedestrian crossing facilities, and sidewalk ramps at intersections. ~~Within the MMTD s~~Such standards shall place a priority on non-vehicular access and mobility and a secondary emphasis on vehicular mobility.

***

Policy 2-1.2.2: Multimodal Level of Service (LOS) Standards. ~~The 2006 LOS standard for each mode is based on the initial conditions in the MMTD~~ All multimodal transportation LOS is set as per ***Table 9-4 TRANSPORTATION LEVEL OF SERVICE STANDARDS*** in **Chapter 9:- CAPITAL IMPROVEMENTS** of this Comprehensive Plan and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels.

***

Policy 2-1.2.3: Establish Adopted LOS Standards. Adopted LOS standards are based on the maximum achievable LOS grade, given implementation of multimodal improvements on all arterial and collector roads

within the City of Destin ~~MMTD~~, and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

***

~~**Policy 2-1.2.4: Transportation LOS Standards.** The adopted LOS standards in the MMTD are as follows:~~

~~**Table 2-1:**~~
~~**Adopted Multimodal Level of Service Standards for Collector Roads**~~

	~~**Bicycle LOS Standard**~~	~~**Pedestrian LOS Standard**~~	~~**Transit LOS Standard**~~
~~Adopted (2006)~~	~~C~~	~~E~~	~~F~~
~~Adopted (2011)~~	~~B~~	~~C~~	~~E~~
~~Adopted (2020)~~	~~B~~	~~B~~	~~C~~

~~Source: 2011 Biennial MMTD Concurrency Report~~

~~**Table 2-2:**~~
~~**Adopted Multimodal Level of Service Standards for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway**~~

	~~**Bicycle LOS Standard**~~	~~**Pedestrian LOS Standard**~~	~~**Transit LOS Standard**~~
~~Adopted (2006)~~	~~E~~	~~F~~	~~E~~
~~Adopted (2011)~~	~~D~~	~~D~~	~~C~~
~~Adopted (2020)~~	~~C~~	~~D~~	~~B~~

~~Source: 2011 Biennial MMTD Concurrency Report~~

***

OBJECTIVE 2-1.3: CONTINUE IMPLEMENTATION OF THE MOBILITY PLAN ~~MULTIMODAL TRANSPORTATION DISTRICTS (MMTD).~~

***

Policy 2-1.3.1: Reduce Automobile Mobility. The Mobility Plan ~~MMTD~~ shall emphasize the reduction of automobile mobility and vehicle miles traveled per person, in addition to the reduction of greenhouse gas emissions, while promoting accessibility by all modes through redevelopment of the built environment through improvement of cycling, pedestrian, and transit networks.

***

~~**Policy 2-1.3.3: MMTD Boundaries.** The boundaries for the MMTD are Kelly and Main Streets, the Destin-Fort Walton Beach Airport, and the City boundary with Okaloosa County along US Highway 98 to the north, the Gulf of Mexico to the south, the City boundary with Walton County to the east and the Marler Bridge to~~

~~the west. This district is designated on the Multimodal Transportation District Map (Map 2-3) at the end of this chapter and the Future Land Use Map (Map 1-1) at the end of Chapter 1 - Future Land Use Element.~~

***

~~**Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD**. Developments proposed in the MMTD that satisfy the following two conditions shall be deemed in compliance with transportation concurrency requirements for vehicular traffic:~~

~~A. Follows urban form and multimodal facility design standards as described in Policy 2-1.3.5; and~~
~~B. Contributes towards achieving the adopted multimodal level of service standards designated through the provision of on-site and off-site improvements necessary to mitigate transportation impacts in the immediate project vicinity. The amount of mitigation required will correspond to the project's impact as calculated through application of the City's transportation impact fee. Eligible capital improvements are those located within the MMTD and are included in the Capital Improvements Element of this Plan.~~

***

~~**Policy 2-1.3.6: Crystal Beach Transition Area.** Development within the Crystal Beach sub-area overlay, as designated in Chapter 1, the Future Land Use Element, shall serve as a transition area between the MMTD and areas outside of the MMTD.~~

***

Policy 2-1.3.9: Complete Existing Pedestrian and Cycling Infrastructure. The City shall enhance the existing pedestrian and cycling systems by filling gaps in the network and providing new pedestrian and cycling facilities throughout the City. These facilities shall provide a safe and continuous pedestrian and cycling network between residential areas, the Community Redevelopment Areas (CRAs), major activity zones, and transit connections~~, particularly within the MMTD~~. Facilities that have been programmed into the City's Capital Improvements Program are displayed in Table 2-3 and on Map 2-2.

***

Policy 2-1.3.13: Coordinate with Okaloosa County. The City shall coordinate with Okaloosa County on future updates of the Transit Development Plan to ensure continued enhancement of transit service and facilities within the City, ~~particularly the Multimodal Transportation District,~~ and transit trip generators and attractors. The City shall continue to dedicate or provide right-of-way, for the provision of access to transit facilities. Alternatively, the City may provide financial contributions towards the costs of expanding transit service coverage. The City shall also encourage the implementation of private shuttle services as a component of planned development.

***

Policy 2-1.3.21: Prioritize Projects. As revenues become available from the Community Redevelopment Area (CRA) tax increments, the City shall prioritize projects that help support the goals of the Mobility Plan. ~~MMTD~~.

***

~~**Policy 2-1.3.22: Monitor Multimodal Transportation District.** The City shall continue to produce a MMTD Monitoring Report every two years to meet statutory review requirements. This report shall summarize the City's progress towards achieving the multimodal level of service (MMLOS) standards, and achieving the multimodal objectives and policies described herein.~~

***

~~Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures. The City shall use multimodal performance measures to help evaluate the progress towards implementing the goals of the MMTD.~~

~~A. On a system wide level, the City shall:~~
~~1. Calculate the number of new developments and redevelopments that are completed and meet the design standards of the LDC, contributing towards the development of the multimodal transportation system and the creation of a thriving, functional focal point to the City.~~
~~2. Calculate the number and length of new multimodal facilities that have been completed or planned.~~
~~3. Calculate the transit ridership on all transit services within the City.~~
~~4. Report progress on the implementation tasks identified in Objective 2-1.3.~~
~~B. On a corridor level, multimodal performance measures shall include the factors used in the calculation of multimodal level of service: transportation facilities, urban form, accessibility, and connectivity. These include:~~
~~1. The corridor multimodal level of service as applied through the ARTPLAN multimodal LOS analysis will be used to monitor the progress towards completing the multimodal network.~~
~~2. Urban form shall be evaluated by measuring development use, density, diversity and design based on the MMTD design standards in Policy 2-1.3.3.~~
~~3. MMTD accessibility shall be determined by identifying pedestrian barriers that limit access to pedestrian facilities and determining the proportion of population with access to multimodal facilities. The most currently available US Census data will be used for this analysis. MMTD accessibility will also be measured by identifying activity centers and determining the proportion of population with multimodal access to those activity centers.~~
~~4. Connectivity for bicycles shall be measured by dividing the number of links in the bicycle facility system by the number of link termini (intersections, cul-de-sacs, and dead-ends). Connectivity for pedestrians shall be measured by computing the number of termini per square mile in the pedestrian facility system. Connectivity for transit is based on the proportion of major activity centers served by fixed route bus service.~~

***

Policy 2-1.3.24: Document Existing Conditions. The City shall continue to document the existing conditions on all arterial and collector roads within the City <u>by monitoring the traffic counts from various sources such as but not limited to, Florida Department of Transportation, Okaloosa County, Emerald Coast Regional Council, and City initiated traffic count studies.</u> ~~in the Annual Transportation Concurrency Analysis.~~ These data shall be used to monitor the operating conditions on Harbor Boulevard/Emerald Coast Parkway and the collector roads and shall <u>inform decisions on how to prioritize funding for projects.</u> ~~be submitted to the Department of Economic Opportunity, FDOT and adjacent jurisdictions as an informational component of the MMTD monitoring requirements.~~

***

Policy 2-1.4.3: Coordinate for Multimodal Facilities and Service to Airport. The City shall coordinate with Okaloosa County to construct multimodal facilities and to provide transit service to Destin Airport property as needed ~~for consistency with the policies associated with the Multimodal Transportation District~~.

***

List of Maps:

Map 2-1: Needed Motor Vehicle Transportation Improvements
Map 2-2: Needed Bicycle/Pedestrian Improvements & Beach/Shoreline Access Points
~~Map 2-3: Multimodal Transportation District (MMTD)~~



SECTION 4. Chapter 5: - CONSERVATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

CONSERVATION ELEMENT

***

Policy 5-1.1.4: Reduce Vehicle Emissions Through Transportation and Land Use Planning. The Transportation Element addresses transportation alternatives to automobile use by planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multimodal systems,

including bus transit. ~~N~~New nonresidential and multi-family development and redevelopment within the City ~~*Multimodal Transportation District* or near pedestrian and transit corridors~~ shall incorporate site plan design that enables efficient and convenient pedestrian movement between public sidewalks within rights-of-way and building entrance points that comply with the City's adopted Mobility Plan.

SECTION 5. Chapter 9: - CAPITAL IMPROVEMENTS ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

CAPITAL IMPROVEMENTS ELEMENT

***

TABLE 9-4[1]
TRANSPORTATION LEVEL OF SERVICE STANDARDS1

LOS			
Arterial or State Roads ~~Outside of Multi-Modal Districts~~			
D			
~~Facilities Within~~ Multimodal Transpiration Infrastructure[2] ~~District~~[2]			
Implementation Date	Bicycle	Pedestrian	Transit
Collector Roads			
Adopted (2006)	C	E	F
Adopted (2011)	B	C	E
Adopted (2020)	B	B	C
Harbor Blvd./Emerald Coast Parkway (US Highway 98)			
Adopted (2006)	E	F	E
Adopted (2011)	D	D	C
Adopted (2020)	C	D	B

1 Transportation LOS standards are established for two categories: Roadway LOS and Multimodal LOS. The Roadway LOS is established for all collector roads ~~located outside the multimodal district boundary~~. Refer to the Transportation Element DIA and GOPS and the Glossary for more information concerning these LOS standards and terms.

2 Multimodal LOS: The LOS standard for each mode is based on the initial conditions in the MMTD and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels. Adopted LOS standards are based on the maximum achievable LOS grade given implementation of multimodal improvements on all arterial and collector roads within the City of Destin ~~MMTD~~ and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

SECTION 6. Chapter 12: - ADMINISTRATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

ADMINSTRATION ELEMENT

***

OBJECTIVE 12-4.1: PROVIDE A SYSTEMATIC PROCESS. The CMS is intended to provide a systematic process for the review and evaluation of all proposed development for its impact on *concurrency* facilities and services, as required by the Local Government Comprehensive Planning and Land Development Regulations Act, Chapter 163, Part II, § 163.3177 FS.
Facilities in Destin that are subject to these regulations include:

- Potable Water
- Sanitary Sewer
- Solid Waste
- Drainage
- ~~Transportation~~
- Recreation

***

Policy 12-4.1.2: Definitions of Concurrency Management Terms. The following definitions shall apply to concurrency management rules and regulations:

***

Concurrency Facilities: Public facilities and services for which a level of service must be met concurrent with the impacts of development or an acceptable deadline, as mandated in the Comprehensive Plan pursuant to Chapter 163, FS, shall include:

- Potable Water
- Sanitary Sewer
- Solid Waste
- Drainage
- ~~Transportation~~
- Recreation

***

Policy 12-4.1.4: Criteria for *Concurrency* and Final Development Orders. A final development order shall not be granted for a proposed development unless the City finds that adequate capacity for *concurrency* facilities exists at or above adopted level of service in order to accommodate the impacts of the proposed development, or that improvements necessary to bring *concurrency* facilities up to their adopted level of service will be in place concurrent with the impacts of the development.

***

C. Transportation. For transportation facilities (transportation and public transit designated in the adopted Comprehensive Plan), at a minimum, the City shall ensure that the following standards are met to satisfy *concurrency* requirements, unless State authorized exceptions are enacted by the City and duly approved by the State [Cross reference § 9J-20055 (4-7), F.A.C.]:

1. At the time the final development order is issued, the necessary facilities and services are in place.

2. A final development order is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy as provided in the City Five-Year Schedule of Capital Improvements. However, the City at its discretion may require the necessary facilities to be in place before the issuance of a certificate of occupancy if a proposed development lies within a Coastal High-Hazard Area and if such facilities are deemed necessary to assure safe and timely emergency evacuation. The Capital Improvement Program may recognize and include transportation projects included in the first three years of the adopted Florida Department of Transportation Five-Year work program. The Capital Improvements Element must include the following policies:

   a. The estimated date of commencement of actual construction and the estimated date of project completion.

   b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or public transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the Five-Year Capital Improvements Program.

3. At the time the final development order is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than three years after issuance of a certificate of occupancy.

4. At the time the final development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to § 163.3220, FS, or an agreement or development order issued pursuant to Chapter 380, FS, to be in place or under actual construction not more than three years after issuance of a certificate of occupancy.

5. For the purpose of issuing a final development order, a proposed development may be deemed to have a de minimis impact and may not be subject to the transportation *concurrency* requirements, only if all the following conditions are met:

   a. The development proposal is for an increase in density or intensity of less than or equal to twice the density or intensity of the existing development, or for the development of a vacant parcel of land at a residential density of less than four dwelling units per acre or, for non-residential uses, at an intensity of less than 0.1 floor area ratio.

   b. Isolated vacant lots in predominantly built residential areas where construction of a single-family house would be the most suitable use, may be developed for single-family residential under the de minimis exception even if smaller than one-quarter acre in size.

   c. The transportation impact of the proposed development alone does not exceed one percent of the maximum service volume at the adopted level of service standard for peak hour of the affected transportation facility.

   d. With the exception of impacts of a single-family home as described in subsection 5.a. above, the cumulative total transportation impact from the de minimis exemptions shall not exceed 110 percent of the maximum volume at the adopted level of serve of the affected transportation facility.

~~e. No impact shall be de minimis when impacting any portion of Harbor Boulevard/Emerald Coast Parkway, Danny Wuerffel Way, or any other road designated as a hurricane evacuation route if such impact would exceed the adopted level of service standard for these roadways.~~

~~f. The City has adopted within its Comprehensive Plan policies for granting such exemptions.~~

~~D~~C. Potable Water and Sanitary Sewer.

***

Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities.

~~A. Transportation. In determining whether transportation concurrency is met the following criteria shall be used:~~

~~1. For Development Inside the Multimodal Transportation District: All applicants seeking development approval for properties located within the Multimodal Transportation District (MMTD) shall be required to meet the MMTD development standards detailed in the LDC. Additionally, a Transportation Analysis shall be submitted, which shall include a map indicating the distribution of vehicle trips on the surrounding street network as specified in the Land Development Code. The traffic analysis will help the City in determining the overall success of the MMTD in accordance with State requirements.~~

~~2. For Development Outside the MMTD:~~

~~For all new developments seeking development approval for properties located outside the MMTD, which are required to follow the site plan review process, the applicant/developer shall be required to submit a transportation analysis that identifies the development's impact on the City transportation system. The Community Development Director or designated Administrator may also require the submission of a transportation analysis for developments if the site location, anticipated total trip generation, circulation patterns or other such factors warrant a more extensive review of traffic impacts.~~

~~If the preliminary level of service information indicates a deficiency in capacity based on adopted level of service standards, the developer may at his option, prepare a more detailed alternative analysis as described below. If the alternative analysis, after review and acceptance by the Community Development Director or designated Administrator, indicates no deficiency in the capacity based on the adopted level of service standard the results of the alternative analysis will be used. However, the City shall, at its discretion, reserve the option to have the methodology reviewed by a professional transportation engineer or transportation planner prior to accepting the methodology. The cost for such review shall be borne by the applicant.~~

~~The transportation analysis shall follow the requirements:~~

~~a. Trip Generation. Trip Generation will be based on the guidelines and rates published in the latest edition of ITE's Trip Generation Manual. Transportation impact analysis will be based upon the PM peak hour, peak direction volume of adjacent roadways. Trip generation of redevelopment projects will be based upon net project trips. Net project trips will be estimated by subtracting trips generated by existing site development from trips estimated for the proposed development.~~

~~b. Mixed Land Uses. Projects with a mix of land uses may apply an internal capture rate based on original or published land use analysis (e.g. planned unit developments (PUD) or office buildings with support services such as banks). Internal capture rates must be justified by the applicant.~~

~~Published empirical data used to estimate internal capture rates should be from a source generally acceptable to the transportation planning profession. Internal capture rates should be derived from similar land uses located in similar urban environments. Other land uses that by definition (in the ITE Trip Generation) contain a mix of land uses should not apply an internal capture rate, (e.g., planned unit developments (PUD) or office buildings with support services such as banks and restaurants). Internal capital rates for mixed use developments rarely exceed 20 – 25 percent of gross project trips. If Internal capture rates for mixed use developments exceed 25 percent of gross project trips the applicant will have to justify the rate to and receive approval from the City.~~

~~c. Pass-by and diverted trip credits. Credit for pass-by and diverted trips may be allowed for retail and some commercial uses (e.g., fast-food restaurants, service stations and drive-in banks). Pass-by and diverted trip rates must be justified by the applicant. The percent of pass-by trips should generally not exceed 10 percent of adjacent street traffic or 25 percent of the project's net external trip generation potential. If either or both of these percentages are exceeded the applicant will have to justify the rate(s) to and receive approval from the City.~~

~~d. Trip Distribution and Assignment. Trip distribution and assignment will follow the procedures as outlined in the FDOT Site Impact Handbook for manual assignments. A manual distribution assignment process, based on local knowledge of travel patterns may be applied. The applicant's traffic distribution and assignment methodology will include clear justification for assumptions used.~~

~~e. Site Impact Area Methodology. Determination of a proposed project's transportation impact area will be based on the magnitude and extent of impact. The project area of influence shall include all major transportation facilities as identified in the City or County comprehensive plan, where project traffic is equivalent to five percent of the new trips generated by that project. This determination will be based on the trip generation, distribution and assignment methodology described above.~~

~~f. LOS Analysis. A LOS analysis will be conducted by the developer for all projects that do not qualify as a de minimis impact, as defined within the Land Development Code to determine the effects of development proposals on the operating characteristics of all major collectors and arterials within a project's area of influence. The latest version of FDOT's arterial analysis software (Art-Plan) will be used. If an alternate analysis is performed, the latest version of SYNCHRO will be the traffic operational model used for this analysis. Traffic volumes used for this analysis will include existing background traffic plus vested and committed development trips, which have been approved by the jurisdictional authority, which govern the project.~~

~~3. Unified Transportation Concurrency Management System. Pursuant to Transportation Element Policy 2-1.5.7 and the Unified Transportation Concurrency Management System (UTCMS) Inter-local Agreement between the City of Destin and Okaloosa County, the City will provide Okaloosa County with monthly updates regarding the status of approved development orders in the UTCMS area. The UTCMS area is specifically described as the area bounded by Choctawhatchee Bay on the north, East Pass on the west, the Gulf of Mexico to the south, and the Walton County line to the east, an area comprised of the entire city limits of the City of Destin and a portion of unincorporated Okaloosa County.~~

~~B~~A. ~~Other~~ Facilities.

SECTION 6. Chapter 13: - GLOSSARY of the Comprehensive Plan: 2020 is hereby amended as shown below.

GLOSSARY

***

MMTD: Multimodal Transportation District (replaced with the adopted Mobility Plan)

SECTION 7. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY. The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 8. BUSINESS IMPACT ESTIMATE. Prior to enactment of this Ordinance, a business impact estimate was prepared and posted in accordance with section 166.041, Florida Statutes.

SECTION 9. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 10. 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 11. 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 12. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date that the Administration Commission enters a final order determining the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. After and from the effective date of this amendment, the comprehensive plan

amendment set forth herein shall amend the City of Destin' s Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin' s Comprehensive Plan, as amended.

ADOPTED THIS ____DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

DRAFT

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

Attachment B

City of Destin: Strategic Plan

VISION 2027

DESTIN 2027 is a
WORLD CLASS BEACH and
WORLD CLASS FISHING
COMMUNITY providing a
UNIQUE RESORT EXPERIENCE

DESTIN 2027 has an
AUTHENTIC HISTORIC HARBOR and
QUALITY RESIDENTIAL CHOICES
With *EASY MOBILITY*

Residents take PRIDE IN DESTIN

GOALS 2017

Financially Sound City providing Service Values

World Class Beach and Fishing

Quality Development and Revitalization

Improved Mobility and Connectivity

Expanded Community Amenities for Residents and Guests

POLICY AGENDA 2012 – 2013

Top Priority

Long Range Financial Plan: Development

Norriego Point Stabilization: Funding, Permitting

Town Center CRA: Deficit, Funding

Safe Pedestrian Crossing for U.S. 98: Evaluation, Direction

Marler Street Parking Lot and Pedestrian Crossing: Funding

Comprehensive Plan: Revision

High Priority

Recreation Fees: Evaluation, Direction (link to cost recovery)

* Tier III Development Projects: Direction, Clarification of Public Benefits

City Engineer: Evaluation, Direction, Funding

Harbor Master: Evaluation, Direction

Harbor District Improvements: Phase II

Sport Tourism Expansion Plan: Development

MANAGEMENT AGENDA 2012 – 2013

Top Priority

East Pass Inlet Management Plan: Negotiation with DEP

Norriego Point Recreation Area Park Management: Development

Harbor Dredging/5 Year Permit

Community Center Water Infiltration Solution (Roof)

Development Review: Process Improvement

High Priority

Plan for Restore Act: Development

Biennial Citizen Survey: Funding, Direction

Commercial Recycling Program: Code Changes

County Transit Service/Transit Stops

Code Enforcement: Compliance, Evaluation, Funding

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ITEM # 2025-776

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: July 17, 2025

SUBJECT: Second reading of proposed Ordinance 25-15-CC - Amending Chapter 14 *"Offenses and Miscellaneous Provisions"* of the Code of Ordinances, establishing that solicitation canvassing and/or vending on the beach without a permit is a misdemeanor offense; and providing for penalties consistent with state law.

I. BACKGROUND: Section 162.22, Florida Statutes, entitled "Designation of enforcement methods and penalties for violation of municipal ordinances" provides that:

[t]he governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days….

II. DISCUSSION: It is the intent of this proposed Ordinance 25-15-CC to authorize the Okaloosa County Sheriff's Office to make misdemeanor arrests for unpermitted solicitation, canvassing or vending on beaches within the City of Destin, as such terms are defined in the ordinance. Nothing in the proposed ordinance abrogates the City's ability to enforce its prohibitions on soliciting, canvassing or vending on the beach without a permit by any other means available to the City in law or equity.

In addition to defining relevant terms, the proposed ordinance provides as follows: Solicitation, canvassing and/or vending on the beaches of the City of Destin are prohibited without a permit from the City. Solicitation, canvassing and/or vending on the beach in the City of Destin shall be a misdemeanor punishable by a fine not to exceed $500, and a sentence to a

definite term of imprisonment, not to exceed 60 days, in addition to all other penalties set forth in this Code and in the City's Land Development Code.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Council Member Dewey Destin

E. Business Impact Statement:

III. CONCLUSION: City Council approved Proposed Ordinance 25-15-CC at first reading on July 7, 2025.

IV. RECOMMENDED MOTION: I move to adopt Ordinance 25-15-CC on second reading.

Attachments:

1. Misdemanor Vending Ord 25-15-CC

ORDINANCE NO. 25-15-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES; PROVIDING DEFINITIONS; ESTABLISHING THAT SOLICITATION, CANVASSING AND/OR VENDING ON THE BEACH WITHOUT A PERMIT IS A MISDEMEANOR OFFENSE; PROVIDING FOR PENALTIES CONSISTENT WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 162, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, section 162.22, Florida Statutes, entitled "Designation of enforcement methods and penalties for violation of municipal ordinances**"** provides that:

> *[t]he governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days….*

WHEREAS, the tranquility, environmentally sound, and orderly and safe use of City beaches is of prime importance to the city, its citizens and visitors; and

WHEREAS, the City Council of the City of Destin recognizes that unregulated solicitation, canvassing and/or vending on the beach impacts 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 prohibit unauthorized solicitation, canvassing and vending at the beach; and

WHEREAS, the City has experienced increased instances of unpermitted businesses soliciting, canvassing and vending on City beaches; and

WHEREAS, the City Land Development Code prohibits unpermitted soliciting, canvassing and

vending on the beach but the City has faced challenges in obtaining compliance through other means and therefore the City Council seeks to provide authorization in the City's Code of Ordinances to the Okaloosa County Sheriff's Office to make misdemeanor arrests for unpermitted soliciting, canvassing and/or vending on City beaches; and

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, <u>underline language</u> 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 CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES:

Chapter 14 of the Code of Ordinances is hereby amended as follows:

***

CHAPTER 14. OFFENSES AND MISCELLANEOUS PROVISIONS

***

<u>ARTICLE VIII. – UNPERMITTED SOLICITATION, CANVASSING AND/OR VENDING ON CITY BEACHES</u>

***

<u>Sec. 14-208. -Legislative intent.</u>

<u>It is the intent of this Chapter 14, Article VIII to authorize the Okaloosa County Sheriff's Office to make misdemeanor arrests for unpermitted solicitation, canvassing or vending on beaches within the City of Destin, as such terms are defined herein. Nothing herein shall abrogate the City's ability to enforce its prohibitions on soliciting, canvassing or vending on the beach without a permit by any other means available to the City in law or equity.</u>

<u>Sec. 14-209. - Definitions.</u>

<u>The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:</u>

<u>Beach</u><u>: The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach," as used in the coastal management element</u>

requirements, is limited to Gulf and estuarine shorelines.

Soliciting, canvasing: Any act, delivery, or exchange either not initiated by the prospective customer or which directs attention to any business, mercantile, or commercial establishment that is engaged in the sale of food or retail goods.

Vending: The rental or sale of food or retail goods.

Sec. 14-210 - Unpermitted Solicitation, Canvassing and/or Vending is a Misdemeanor.

Solicitation, canvassing and/or vending on the beaches of the City of Destin are prohibited without a permit from the City. Solicitation, canvassing and/or vending on the beach in the City of Destin shall be a misdemeanor punishable by a fine not to exceed $500, and a sentence to a definite term of imprisonment, not to exceed 60 days, in addition to all other penalties set forth in this Code and in the City's Land Development Code.

***

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.

(Signature Page Follows)

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 _____, 2025.

_____
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: July 7, 2025
Second Reading:

First Name	Matthew
Last Name	Sweetser
Home Address	402 Bay Oaks Ct
City	Destin
State	FL
Zip	32541
Phone	8508304433
Email	Msweetser@cityofdestin.com
Business Name	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	I have served on this committee before as well as my brief time as city councilman. I am aware of all duties and responsibilities as a city of Destin committee member.
How long have you lived in Destin?	40 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	Board of Adjustment
Select the board or committee you are interested in serving on.	Parks & Recreation Committee
List your qualifications to serve on the selected board or committee.	I have a great deal of knowledge for this board in addition to a clear perspective of what our citizens want and or need.
What do you consider the purpose of this board/committee to be?	To help staff and council by giving our input to improve and sustain our parks.
What would you like to see this board/committee accomplish?	To bring forward many opportunities and turn away unnecessary changes that could impact the future of Destin in regards to our zoning ordinances in place. The ultimate accomplishment I would like to see happen while rejoining this board is to see and take part in the revitalization of Clement Taylor park.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Rodney Braden

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I

INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	7/16/2025

Email not displaying correctly? View it in your browser.

ITEM # 2025-830

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 21, 2025
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

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

FROM: Larry Jones , City Manager

DATE: July 16, 2025

SUBJECT: 1) City's State Lobbyist Contract

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): FY 2025: This increases City Manager department's expenditures on Professional Services by $10,000
FY 2026: $60,000 is in the Proposed FY 2026 Budget for Lobbyist Professional Services

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. City of Destin Agreement 2025-26

Heffley & Associates

E-Mail: rich@heffleyassociates.com

P.O. Box 795 • Tallahassee, Florida 32302 • Phone: 850-980-9809

July 9, 2025

The Honorable Bobby Wagner
Mayor of Destin Florida
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mayor Wagner:

We appreciate your interest in continuing to have Heffley & Associates provide governmental relations services to the City of Destin. It has been a pleasure to work with you.

The City of Destin will retain Heffley & Associates to perform legislative and executive branch advocacy, Triumph Gulf Coast advocacy and governmental relations services on behalf of matters affecting the interest of the City of Destin in Florida. We will utilize our key contacts and vast knowledge of Florida's governmental process to ensure that you achieve your strategic goals.

Heffley & Associates will provide a report detailing the actions undertaken on behalf of the City during the legislative session, including any funds received by the City as a result of these actions within the specified period, and provide the City Council with any additional information considered relevant by Heffley & Associates regarding their representation and accomplishments in accordance with this engagement letter.

The City of Destin will pay Heffley & Associates a sum of $70,000, payable in monthly installments of $5,000. The initial term of this agreement is from August 1, 2025, through September 30, 2026 with the option to renew. Either party may terminate or extend this agreement with 30 days written notice. Heffley & Associates shall be reimbursed for all official expenses in relationship to their work for the City of Destin when agreed to in advance.

Kelly and I look forward to a continuing relationship with you and the City of Destin. Should you find this letter agreeable, please sign below and return a copy to our office. You can be assured that all services will be performed in a competent and professional manner, in strict conformity with applicable law and with due deference to the preservation of the goodwill and reputation of the City of Destin.

Again, thank you and we look forward to working with you and your team.

Sincerely,

Rich Heffley

Kelly Wells Horton

_____ _____

City of Destin Date