

**DESTIN CITY COUNCIL MEETING
JANUARY 20, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler, Faith Assembly Christian Church)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 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. Destin Fire District-Beach Safety Contract 2026
 - B. Approval of minutes of December 1, 2025, Regular City Council Meeting
- 4. CITY MANAGER REPORTS**
Announcements
 - A. Hayes' Lien Reduction Request 3861 Indian Trail, #102
 - B. Mayor Pro Tem - Discussion
 - C. RFB 25-18-PW Pavement Marking/Road Striping Continuing Services, authorization to execute a contract
 - D. RFB 25-14-PW, Fire Equipment, Alarm Monitoring, and Life Safety Systems, authorization to execute a contract
 - E. Capital Project Status - **Informational Only**
 - F. TDC Monthly Report - **Informational Only**
 - G. Operations Financial Report - **Informational Only**
 - H. Quarterly Investment Report - **Informational Only**
 - I. Minutes of Standing Boards and Committees - **Informational Only**
 - J. Announcements
- 5. PUBLIC HEARINGS**
 - A. First reading of Ordinance 25-26-LC - an ordinance of the City of Destin, Florida, deleting section 7.13.00. "Nonconforming Uses and Structures" and section 16.08.00. "Nonconforming

Signs”, of the Land Development Code and creating a new Article 3 “Nonconformities”; amending and updating regulations relating to Nonconformities; creating an exception for structures located within the South Harbor Mixed Use district (SHMU) that are damaged by natural disasters or certain other forces majeure by greater than fifty percent as set forth herein.

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

- A. Councilmember Braden
- B. Councilmember Trammell
 - 1) Nomination of Ms. Megan Gehlbach to the Board of Adjustment.
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Geile
 - 1) Projects Status/Updates
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney
 - 1) City Manager Contract - Anniversary of Agreement

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.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: David Prichard, Community Development Director
Krystal Strickland, Finance Director

DATE: January 13, 2026

SUBJECT: Destin Fire District-Beach Safety Contract 2026

I. BACKGROUND: The City of Destin, in partnership with the Okaloosa County Tourist Development Council (TDC), has consistently invested in Beach Safety and Lifeguard Services to enhance the safety and enjoyment of the city's beaches. Since Fiscal Year 2005, the City has specifically funded lifeguard services through the Destin Fire Control District (DFCD). Beginning in 2007, the City allocated \$100,000 annually to support these services. Fiscal Year 2025 marked the first significant increase in this funding, with an approved budget of \$282,000 dedicated to Beach Safety and Lifeguard Services.

II. DISCUSSION: The attached interlocal agreement contains a Scope of Services which describes the services to be provided to the City of Destin beaches for the \$282,000 payment by the City for FY2026.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence.

II. Enhanced quality of life and safety for our families.

B. Effect on Budget (EOB): Council adopted a budget of \$282,000 to cover lifeguard services for FY 2026.

Budget Impact	
	Lifeguard Contract
	001.5210.534002
FY 26 Adopted Budget*	282,000
Previous Expenses/Encumbrances	-
Available Program Budget	282,000
This Agreement +(-)	(282,000)
FY 26 Remaining Program Budget	\$ -

- C. Level of Service (LOS):** This agreement will provide beach safety for residents and visitors and will promote public safety.
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

III. CONCLUSION: The City of Destin has provided funds to the Destin Fire Control District since FY 2005 to fund Beach Safety and Lifeguard Services to ensure the safety and enjoyment of the city’s beaches by residents and visitors. The proposed interlocal agreement between the City of Destin and the Destin Fire Control District, outlines the Scope of Services that will be provided for Spring Break and the one hundred (100) days of summer based on the city’s contribution to these services and will enhance the service level provided by TDC funds from Okaloosa County.

IV. RECOMMENDED MOTION: I move to authorize the Mayor to execute the Interlocal Agreement between the Destin Fire Control District and the City of Destin to provide Beach Safety and Lifeguard Services on the City of Destin beaches for FY2025.

Attachments:

1. Destin Fire Control District 2024-2025 Beach Safety & Lifeguard Services
2. Beach Safety - Interlocal Agreement City of Destin - Beach Safety 2025-2026
3. Beach Safety - Interlocal Agreement City of Destin - Beach Safety 2025 - 2026 Word format
4. 2024-2025 City of Destin requested (1)

**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the effective date below, by and between the CITY OF DESTIN, a political subdivision of the State of Florida (hereinafter referred to as "the City") and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as "the District").

WHEREAS, the City finds that enhancing the safety of its beaches is an essential component of promoting the City as a tourist destination; and

WHEREAS, the presence of lifeguards will promote safety and encourage enjoyment of the beaches; and

WHEREAS, the City desires beach safety and lifeguard services; and

WHEREAS, the District has offered to render certain beach safety and lifeguard services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

WHEREAS, the City determines it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement with the District for the rendering of those services described in this Agreement.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the City and the District agree as follows:

**SECTION I.
AUTHORITY**

1.1 This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, (hereinafter referred to as the "Act") and other applicable provisions of law.

**SECTION II.
PARTIES**

2.1 The parties to this Agreement are the City and the District.

**SECTION III.
FINDINGS**

3.1 The recitals set forth above are hereby approved and incorporated herein.

**SECTION IV.
TERM OF AGREEMENT**

4.1 The term of this Agreement shall be for one (1) fiscal year effective October 1, 2024, through September 30, 2025.

4.2 Termination. In the event the City declares a financial emergency as defined by the Florida Auditor General, the City shall provide a thirty (30) day notice and be relieved of any obligations as it pertains to this Agreement and the District will no longer provide the Scope of Services as outlined in **EXHIBIT A**.

SECTION V. COMPENSATION

5.1 The City agrees to pay the District for full and timely performance of its obligations hereunder, a total amount of TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$282,000.00) the fiscal year beginning October 1, 2024 (“2025 Contract Amount”).

5.2 Payment will be made in equal amounts by the 15th of each month for the services provided as described in the Scope of Services as set forth in **EXHIBIT A**.

SECTION VI. SCOPE OF WORK

6.1 The District shall provide beach safety and lifeguard services as more fully described in the Scope of Services set forth in **EXHIBIT A** attached hereto and incorporated by reference.

6.2 The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the City at all times as necessary for the proper performance of this Agreement by the District.

6.3 The District shall place the City of Destin’s logo (“Logo”) on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the City and shall be non-permanent. Additionally, the District agrees to work with the City to enhance marketing efforts of the City of Destin. Such marketing efforts shall include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

SECTION VII. RECORDS AND REPORTING

7.1 For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement or otherwise paid or to be paid from either incremental revenues or the proceeds of increment obligations, and said books, records, documents and other instruments shall be retained by the District for a period of three (3) full years after termination of this Agreement. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida Law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK, City of Destin 4200 Indian Bayou Trail Destin, Florida 32541: (850) 837-4242 rbailey@cityofdestin.com.

7.2 The District must comply with the public records laws, Chapter 119, Florida Statutes, specifically the District must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to the City.

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

SECTION VIII.

AUDIT

8.1 The City shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8.2 The City shall have full access, for inspection, review, and audit purposes, to all items referred to in Section VII above and shall comply with all public records laws.

SECTION IX.

REPRESENTATIONS AND WARRANTIES

9.1 The City does hereby represent and warrant to the District that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

9.2 The District does hereby represent and warrant to the City that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, make any payment contemplated hereby, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION X.
AMENDMENTS

10.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

SECTION XI.
DISPUTE RESOLUTION

11.1 The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Florida Statutes ("FGCRA").

11.2 To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. The mediator shall be mutually agreed upon by the parties.

11.3 In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

11.4 Attorneys' Fees and Recoverable Costs

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. This Section shall apply to any disputes brought under the FGCRA.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

SECTION XII.
SEVERABILITY

12.1 If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this agreement shall remain in full force and effect.

SECTION XIII.
CONTROLLING LAW

13.1 All covenants, stipulations, obligations and agreements of the City and the District contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements

of each of the City and the District to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County, Florida.

SECTION XIV.
NOTICE

14.1 If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the City as follows:

Larry Jones
City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

As to the District as follows:

Chief Kevin Sasser
Fire Chief
Destin Fire Control District
848 Airport Road
Destin, Florida 32541

SECTION XV.
NO MEMBER LIABILITY

15.1 Neither the members of the governing body of the City, the District, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the City, the District or any executing authority of the City or the District for any act pertaining thereto.

SECTION XVI.
FORCE MAJEURE

16.1 A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could not have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use

reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Section V of this Agreement.

SECTION XVII.
FILING

17.1 The City and the District are hereby authorized and directed after approval of this Agreement by the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida for recording in the public records of Okaloosa County, Florida as provided in Section 163.01(11), Florida Statutes.

SECTION XVIII.
SOVEREIGN IMMUNITY

18.1 The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the City or District's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

SECTION XIX.
INSURANCE, LIABILITY AND INDEMNIFICATION

19.1 The District shall be an independent contractor in regard to the services provided herein and shall not be deemed to be the agent of the City.

19.2 During the term of this Agreement, the District shall have in force general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate naming the City as an Additional Insured and Certificate Holder covering any liability, claim, damage or lawsuit, excluding claims for a taking of property or inverse condemnation, resulting from the actions of the District or its employees, officers or agents in the performance of its responsibilities under this Agreement.

19.3 The District agrees that it shall be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of its officers, employees, representatives, and agents. The District shall indemnify and hold the City harmless from any and all liability resulting from the wrongful or negligent acts of officers, employees, representatives, and agents.

19.4 Any contractor or consultant engaged by the District for work under this Agreement shall be required to protect, defend, indemnify and hold the District and City harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Agreement and arising from the said contractor's or vendor's operations or as a proximate result of the acts or omissions of the contractor, consultant or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of any required permit related to their actions or failure to act in carrying out their contractual duties. The District shall require the provisions of

EXHIBIT A

SCOPE OF SERVICES

The District shall supply two (2) lifeguards with towers at Norriego Point Beach Park and one (1) lifeguard with tower and one (1) lifeguard with a Jet Ski at O'Steen Beach Trail during the specified time frames as described below. The District shall supply Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) during the specified time frames below.

The beach safety and lifeguard services shall include, but not be limited to, beach safety education; supervising beach areas from assigned lifeguard locations; patrol vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response.

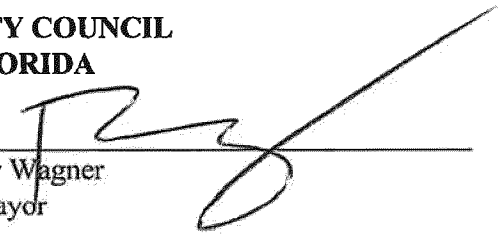
Priority duties include:

- The District will provide service for the O'Steen Beach Trail (Harbor 9 and Harbor Officer) and Norriego Point Beach Park (Norriego East and Norriego West) from Friday, May 23, 2025 through Monday, September 1st O'Steen Beach Trail (Harbor 9) will be in service from 9:45 a.m.-7:00 p.m. and (Harbor Officer) from 9:15 a.m.-4:30 p.m. Norriego Point Beach Park will in service from 9:30 a.m.-7:30 p.m.
- The District will supply service for the Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) from Friday May 23, 2025-Sunday, August 10, 2025 from 9:00 a.m.-6:00 p.m.
- The District shall assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services. The flag color will be posted no later than 9:30 a.m. daily on the Destin Beach Safety Facebook page.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Establishing a social media page that is proactively updated with the current beach flag status and is used to message beach safety information to the public during the season.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- The District will provide a monthly invoice to the City with key metrics of the District's services for that month.

- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety. Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics.
- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the City Manager which includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on August 11, 2025. If mid-year requests for statistics are needed, the City Manager's office will coordinate with the Beach Safety Division.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

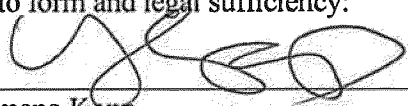
**DESTIN CITY COUNCIL
DESTIN, FLORIDA**

By: 
Bobby Wagner
Its: Mayor

Dated: 4/21/25

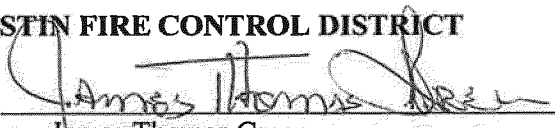
ATTEST:

By: 
Rey Baily
Its: City Clerk

Approved as to form and legal sufficiency:



Kimberly Romano Kopp
Its: City Attorney

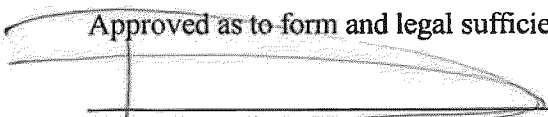
DESTIN FIRE CONTROL DISTRICT

By: 
James Thomas Green
Its: Chairman

Dated: 4/9/2025

ATTEST

By: 
Kathryn Wagner
Its: District Clerk

Approved as to form and legal sufficiency:


Dana C. Matthews II
Matthews & Jones, LLP
Its: District Attorney

this section to be included in all contracts between the District and its contractors and consultants for work or services to occur under this Agreement.

SECTION XX.
CONSTRUCTION

20.1 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 provision of this Agreement.

[Remainder of the page left intentionally blank]
[Signatures appear on the following page]

**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below, by and between the CITY OF DESTIN, a political subdivision of the State of Florida (hereinafter referred to as “the City”) and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as “the District”).

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TERM OF AGREEMENT**

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SECTION V. **COMPENSATION**

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7.1 For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement or otherwise paid or to be paid from either incremental revenues or the proceeds of increment obligations, and said books, records, documents and other instruments shall be retained by the District for a period of three (3) full years after termination of this Agreement. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida Law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK, City of Destin 4200 Indian Bayou Trail Destin, Florida 32541: (850) 837-4242 rbailey@cityofdestin.com.

7.2 The District must comply with the public records laws, Chapter 119, Florida Statutes, specifically the District must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to the City.

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

SECTION VIII.

AUDIT

8.1 The City shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8.2 The City shall have full access, for inspection, review, and audit purposes, to all items referred to in Section VII above and shall comply with all public records laws.

SECTION IX.

REPRESENTATIONS AND WARRANTIES

9.1 The City does hereby represent and warrant to the District that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

9.2 The District does hereby represent and warrant to the City that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, make any payment contemplated hereby, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION X.
AMENDMENTS

10.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

SECTION XI.
DISPUTE RESOLUTION

11.1 The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Florida Statutes ("FGCRA").

11.2 To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. The mediator shall be mutually agreed upon by the parties.

11.3 In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

11.4 Attorneys' Fees and Recoverable Costs

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. This Section shall apply to any disputes brought under the FGCRA.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

SECTION XII.
SEVERABILITY

12.1 If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this agreement shall remain in full force and effect.

SECTION XIII.
CONTROLLING LAW

13.1 All covenants, stipulations, obligations and agreements of the City and the District contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements

of each of the City and the District to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County, Florida.

SECTION XIV.
NOTICE

14.1 If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the City as follows:

~~Louis Zunguze~~Larry Jones
Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

As to the District as follows:

Chief Kevin Sasser
Fire Chief
Destin Fire Control District
848 Airport Road
Destin, Florida 32541

SECTION XV.
NO MEMBER LIABILITY

15.1 Neither the members of the governing body of the City, the District, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the City, the District or any executing authority of the City or the District for any act pertaining thereto.

SECTION XVI.
FORCE MAJEURE

16.1 A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could not have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use

reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Section V of this Agreement.

SECTION XVII.
FILING

17.1 The City and the District are hereby authorized and directed after approval of this Agreement by the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida for recording in the public records of Okaloosa County, Florida as provided in Section 163.01(11), Florida Statutes.

SECTION XVIII.
SOVEREIGN IMMUNITY

18.1 The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the City or District's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

SECTION XIX.
INSURANCE, LIABILITY AND INDEMNIFICATION

19.1 The District shall be an independent contractor in regard to the services provided herein and shall not be deemed to be the agent of the City.

19.2 During the term of this Agreement, the District shall have in force general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate naming the City as an Additional Insured and Certificate Holder covering any liability, claim, damage or lawsuit, excluding claims for a taking of property or inverse condemnation, resulting from the actions of the District or its employees, officers or agents in the performance of its responsibilities under this Agreement.

19.3 The District agrees that it shall be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of its officers, employees, representatives, and agents. The District shall indemnify and hold the City harmless from any and all liability resulting from the wrongful or negligent acts of officers, employees, representatives, and agents.

19.4 Any contractor or consultant engaged by the District for work under this Agreement shall be required to protect, defend, indemnify and hold the District and City harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Agreement and arising from the said contractor's or vendor's operations or as a proximate result of the acts or omissions of the contractor, consultant or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of any required permit related to their actions or failure to act in carrying out their contractual duties. The District shall require the provisions of

this section to be included in all contracts between the District and its contractors and consultants for work or services to occur under this Agreement.

SECTION XX.
CONSTRUCTION

20.1 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 provision of this Agreement.

[Remainder of the page left intentionally blank]
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

**DESTIN CITY COUNCIL
DESTIN, FLORIDA**

By: _____
Bobby Wagner
Its: Mayor

Dated: _____


ATTEST:

By: _____
Rey Baily
Its: City Clerk

Approved as to form and legal sufficiency:

Kim Kopp
Its: City Attorney

DESTIN FIRE CONTROL DISTRICT

By:  _____
J Thomas Green
Its: Chairman

Dated: 12/9/2025

ATTEST

By:  _____
Kathryn Wagner
Its: District Clerk

Approved as to form and legal sufficiency:

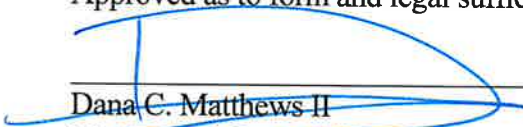
 _____
Dana C. Matthews II
Matthews & Jones, LLP
Its: District Attorney

EXHIBIT A

SCOPE OF SERVICES

The District shall supply two (2) lifeguards with towers at Norriego Point Beach Park and one (1) lifeguard with tower and one (1) lifeguard with a Jet Ski at O'Steen Beach Trail during the specified time frames as described below. The District shall supply Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) during the specified time frames below.

The beach safety and lifeguard services shall include, but not be limited to, beach safety education; supervising beach areas from assigned lifeguard locations; patrol vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response.

Priority duties include:

- The District will provide service for the O'Steen Beach Trail (Harbor 9 and Harbor Officer) and Norriego Point Beach Park (Norriego East and Norriego West) from Friday, May 23², 2025⁶ through Monday-, September 17, 2026. The O'Steen Beach Trail (Harbor 9) will be in service from 9:45 a.m.-7:00 p.m. and (Harbor Officer) from 9:15 a.m.-4:30 p.m. Norriego Point Beach Park will in service from 9:30 a.m.-7:30 p.m.
- The District will supply service for the Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) from Friday May 23², 2025⁶ through Sunday, August 10⁹, 2025⁶ from 9:00 a.m.-6:00 p.m.
- The District shall assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services. The flag color will be posted no later than 9:30 a.m. daily on the Destin Beach Safety Facebook page.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Establishing a social media page that is proactively updated with the current beach flag status and is used to message beach safety information to the public during the season.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- The District will provide a monthly invoice to the City with key metrics of the District's services for that month.

- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety. Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics.
- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the City Manager which includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on August 14, 2025. If mid-year requests for statistics are needed, the City Manager's office will coordinate with the Beach Safety Division.

**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below, by and between the CITY OF DESTIN, a political subdivision of the State of Florida (hereinafter referred to as “the City”) and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as “the District”).

WHEREAS, the City finds that enhancing the safety of its beaches is an essential component of promoting the City as a tourist destination; and

WHEREAS, the presence of lifeguards will promote safety and encourage enjoyment of the beaches; and

WHEREAS, the City desires beach safety and lifeguard services; and

WHEREAS, the District has offered to render certain beach safety and lifeguard services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

WHEREAS, the City determines it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement with the District for the rendering of those services described in this Agreement.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the City and the District agree as follows:

**SECTION I.
AUTHORITY**

1.1 This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, (hereinafter referred to as the “Act”) and other applicable provisions of law.

**SECTION II.
PARTIES**

2.1 The parties to this Agreement are the City and the District.

**SECTION III.
FINDINGS**

3.1 The recitals set forth above are hereby approved and incorporated herein.

**SECTION IV.
TERM OF AGREEMENT**

4.1 The term of this Agreement shall be for one (1) fiscal year effective October 1, 2024~~5~~, through September 30, 2025~~6~~.

4.2 Termination. In the event the City declares a financial emergency as defined by the Florida Auditor General, the City shall provide a thirty (30) day notice and be relieved of any obligations as it pertains to this Agreement and the District will no longer provide the Scope of Services as outlined in **EXHIBIT A**.

SECTION V. COMPENSATION

5.1 The City agrees to pay the District for full and timely performance of its obligations hereunder, a total amount of TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$282,000.00) the fiscal year beginning October 1, 2024~~5~~ (“202~~5~~⁶ Contract Amount”).

5.2 Payment will be made in equal amounts by the 15th of each month for the services provided as described in the Scope of Services as set forth in **EXHIBIT A**.

SECTION VI. SCOPE OF WORK

6.1 The District shall provide beach safety and lifeguard services as more fully described in the Scope of Services set forth in **EXHIBIT A** attached hereto and incorporated by reference.

6.2 The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the City at all times as necessary for the proper performance of this Agreement by the District.

6.3 The District shall place the City of Destin’s logo (“Logo”) on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the City and shall be non-permanent. Additionally, the District agrees to work with the City to enhance marketing efforts of the City of Destin. Such marketing efforts shall include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

SECTION VII. RECORDS AND REPORTING

7.1 For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement or otherwise paid or to be paid from either incremental revenues or the proceeds of increment obligations, and said books, records, documents and other instruments shall be retained by the District for a period of three (3) full years after termination of this Agreement. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida Law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK, City of Destin 4200 Indian Bayou Trail Destin, Florida 32541: (850) 837-4242 rbailey@cityofdestin.com.

7.2 The District must comply with the public records laws, Chapter 119, Florida Statutes, specifically the District must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to the City.

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

SECTION VIII. AUDIT

8.1 The City shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8.2 The City shall have full access, for inspection, review, and audit purposes, to all items referred to in Section VII above and shall comply with all public records laws.

SECTION IX. REPRESENTATIONS AND WARRANTIES

9.1 The City does hereby represent and warrant to the District that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

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SECTION X.
AMENDMENTS

10.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

SECTION XI.
DISPUTE RESOLUTION

11.1 The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Florida Statutes (“FGCRA”).

11.2 To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. The mediator shall be mutually agreed upon by the parties.

11.3 In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

11.4 Attorneys’ Fees and Recoverable Costs

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, whether incurred before suit, during suit, or at the appellate level. This Section shall apply to any disputes brought under the FGCRA.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

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SEVERABILITY

12.1 If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this agreement shall remain in full force and effect.

SECTION XIII.
CONTROLLING LAW

13.1 All covenants, stipulations, obligations and agreements of the City and the District contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements

of each of the City and the District to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County, Florida.

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NOTICE

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As to the City as follows:

~~Louis Zunguze~~ ~~Larry Jones~~
~~Interim~~ City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

As to the District as follows:

Chief Kevin Sasser
Fire Chief
Destin Fire Control District
848 Airport Road
Destin, Florida 32541

SECTION XV.
NO MEMBER LIABILITY

15.1 Neither the members of the governing body of the City, the District, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the City, the District or any executing authority of the City or the District for any act pertaining thereto.

SECTION XVI.
FORCE MAJEURE

16.1 A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could not have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use

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FILING

17.1 The City and the District are hereby authorized and directed after approval of this Agreement by the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida for recording in the public records of Okaloosa County, Florida as provided in Section 163.01(11), Florida Statutes.

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INSURANCE, LIABILITY AND INDEMNIFICATION

19.1 The District shall be an independent contractor in regard to the services provided herein and shall not be deemed to be the agent of the City.

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20.1 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 provision of this Agreement.

[Remainder of the page left intentionally blank]
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

**DESTIN CITY COUNCIL
DESTIN, FLORIDA**

By: _____
Bobby Wagner
Its: Mayor

Dated: _____

ATTEST:

By: _____
Rey Baily
Its: City Clerk

Approved as to form and legal sufficiency:

Kim Kopp
Its: City Attorney

DESTIN FIRE CONTROL DISTRICT

By: _____
J. Thomas Green
Its: Chairman

Dated: _____

ATTEST

By: _____
Kathryn Wagner
Its: District Clerk

Approved as to form and legal sufficiency:

Dana C. Matthews II
Matthews & Jones, LLP
Its: District Attorney

EXHIBIT A

SCOPE OF SERVICES

The District shall supply two (2) lifeguards with towers at Norriego Point Beach Park and one (1) lifeguard with tower and one (1) lifeguard with a Jet Ski at O’Steen Beach Trail during the specified time frames as described below. The District shall supply Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) during the specified time frames below.

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Priority duties include:

- The District will provide service for the O’Steen Beach Trail (Harbor 9 and Harbor Officer) and Norriego Point Beach Park (Norriego East and Norriego West) from Friday, May 23~~2~~, 202~~5~~~~6~~ through Monday-, September 17, 2026. ~~th~~ O’Steen Beach Trail (Harbor 9) will be in service from 9:45 a.m.-7:00 p.m. and (Harbor Officer) from 9:15 a.m.-4:30 p.m. Norriego Point Beach Park will in service from 9:30 a.m.-7:30 p.m.
- The District will supply service for the Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) from Friday May 23~~2~~, 202~~6~~~~5~~ through Sunday, August 10~~9~~, 202~~5~~~~6~~ from 9:00 a.m.-6:00 p.m.
- The District shall assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association (“USLA”) and International Life Saving Federation (“ILSF”) standards determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services. The flag color will be posted no later than 9:30 a.m. daily on the Destin Beach Safety Facebook page.
- Implement the District’s beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Establishing a social media page that is proactively updated with the current beach flag status and is used to message beach safety information to the public during the season.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- The District will provide a monthly invoice to the City with key metrics of the District’s services for that month.

- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety. Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics.
- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the City Manager which includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on August 14, 2025. If mid-year requests for statistics are needed, the City Manager's office will coordinate with the Beach Safety Division.

DESTIN FIRE CONTROL DISTRICT
Beach Safety Budget - City of Destin
For Fiscal Year Ending September 30, 2025

	2023-2024 BUDGET	2024-2025 Estimated 9/30/2025	Change	%
ANNUAL REVENUE				
Contribution to Beach Safety - City	\$ 100,000	\$ 282,000	\$ 182,000	182.00%
TOTAL ANNUAL REVENUES	\$ 100,000	\$ 282,000	\$ 182,000	182.00%
ANNUAL EXPENDITURES				
Capital acquisition - equipment	\$ -	\$ -	\$ -	0.00%
Communication devices	\$ 3,091	\$ 2,791	\$ (300)	-9.71%
Drug and background tests and physicals	\$ 2,043	\$ 2,043	\$ -	0.00%
Dues and fees	\$ 1,424	\$ 1,410	\$ (14)	-0.98%
Equipment repair and maintenance	\$ -	\$ -	\$ -	0.00%
Equipment supplies	\$ 606	\$ 600	\$ (6)	-0.99%
Fuel	\$ -	\$ -	\$ -	0.00%
Insurance-workers comp	\$ 10,822	\$ 11,177	\$ 355	3.28%
Insurance-liability	\$ 5,173	\$ 5,117	\$ (56)	-1.08%
Office	\$ -	\$ -	\$ -	0.00%
Payroll benefits	\$ 14,431	\$ 29,299	\$ 14,868	103.03%
Payroll tax	\$ 15,591	\$ 16,103	\$ 512	3.28%
Training	\$ 656	\$ 656	\$ -	0.00%
Uniforms	\$ -	\$ 1,835	\$ 1,835	100.00%
Utilities	\$ 359	\$ 355	\$ (4)	-1.11%
Wages	\$ 203,800	\$ 210,490	\$ 6,690	3.28%
TOTAL ANNUAL EXPENDITURES	\$ 257,996	\$ 281,876	\$ 23,880	9.26%
OVERAGE / (SHORTAGE)	\$ (157,996)	\$ 124	\$ 158,120	-100.08%

**REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 1, 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 Jim Bagby
Councilmember Kevin Schmidt
Councilmember Sandy Trammell

Councilmember Dew Destin
Councilmember Terésa Hebert
Councilmember Torey Geile
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
IT Director Andy Peters
Community Development Director David Prichard
Public Information Director Tamara Young
Dep Comm Development Director Steve O'Connor
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Public Works Director Michael Burgess
HR Director Jaime Haynes
Finance Director Krystal Strickland
City Engineer Robert Tomasek
Planner Sherry Burney
Parks & Recreation Director Lisa Firth

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 the Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve the agenda passed 7-0.

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

A. Destin Pee Wee Tackle Football PYFA Champions

The mayor and council honored the Superbowl winning 2025 Destin Dolphins Pee Wee Tackle Football Team.

2. PUBLIC COMMENTS

Mr. Ricky Lyn Grant, Jr. spoke broadly about his background and interests in real estate, pursuing additional licensure, entrepreneurship, and building connections within the community. He shared that he is working on advertising and launching his website, enjoys attending council

meetings as a way to stay engaged and meet people, and remains focused on staying positive and professional while pursuing future business and personal goals.

Mr. Michael Leech expressed concerns regarding plans to designate Pine Street as a through street. He stated that he was under the impression, based on prior discussions in 2023, that Pine Street would not be opened and would instead remain a cul-de-sac. He explained that making it a through street would increase traffic in front of his home without providing meaningful connectivity and would worsen existing traffic backups in the area. He also raised concerns about the high cost of constructing the road segment, estimating it could exceed \$1 million, and questioned whether the expense is justified. He urged the city to reconsider and remove Pine Street from the list of proposed through streets.

3. CONSENT AGENDA

- A. Miscellaneous Asphaltic Concrete Services, authorization to renew contract
- B. Median/ROW Landscaping Maintenance, authorization to renew contract
- C. RFB 25-11-PW, Debris Monitoring Continuing Services, authorization to execute contracts
- D. RFB 25-13-PW, Mattie Kelly Outfall Project, consideration of contract
- E. Approval of minutes of November 3, 2025, Regular City Council Meeting

Councilmember Hebert moved for the approval of Consent Agenda items 3A through 3E, as printed above, seconded by Councilmember Trammell. Motion passed 7-0

4. CITY MANAGER REPORTS

- A. Six-Month Extension of Tyler Technologies SaaS Contract (January 1 – June 30, 2026)

The City Manager requests council's approval of a six-month extension of the Tyler Technologies contract. The city has been transitioning from Tyler to UKG, Aclarian, and MGO for financial, permitting, and HR/payroll functions, but several issues have delayed a full exit from the Tyler platform. These include an active IRS payroll audit requiring continued access to Munis data, incomplete development and code cases in Energov, and the need to ensure public records are fully protected during the transition to MGO. Based on these factors, staff and the IT Director recommend the six-month extension, noting that funds are already budgeted and no budget amendment is required.

Councilmember Bagby moved to approve a six-month extension of the Tyler Technologies Software as a service contract in the amount of \$46,804.54, as outlined in the staff report, was seconded by Councilmember Hebert and passed 7-0.

- B. CRA Advisory Committee CY2025 Motions

The City Manager presented an overview of this item, addressing prior council discussion regarding recommendations from the Harbor and Town Center CRA Advisory Committees. Staff identified potential backlog items from the Harbor CRA, including utility undergrounding phasing, a proposed breakwater at Clement Taylor Park, exploring TDC funding for Harbor One seawall repairs, development of a used-oil collection partnership, and appointments to the East Pass Bridge Committee. Staff recommended that these items first be vetted by the CRA Board before advancing to city council to clarify scope, funding sources, and priorities. The City Manager suggested scheduling a CRA Board meeting to review these requests and further recommended establishing a standing CRA Board meeting once per quarter to improve coordination and predictability.

Councilmember Bagby emphasized the need for the CRA Board to clearly identify funding sources – whether CRA funds or general revenue – and to establish priorities among requested projects. He noted that some items are administrative and straightforward, while others involve significant financial commitments. He requested that the CRA Board present prioritized recommendations and explain why each item represents the most efficient use of funds before

Councilmember Trammell stressed the importance of providing full background and context for each recommendation coming from the CRA Advisory Committees. She cited the used-oil disposal proposal as an example, noting that additional information is needed regarding need, legal requirements, feasibility, and potential locations. She requested that this background be presented at the CRA Board meeting so the council can make informed decisions.

Councilmember Destin moved to schedule a CRA Board meeting on January 5, 2026, at 5:30 PM, seconded by Councilmember Schmidt. Motion passed 7-0.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to appoint John Stephens and Guy Tadlock of the Harbor CRA Advisory Committee to the Destin East Pass Bridge Committee passed 7-0.

Mayor Wagner informed the council that Mr. Rodney Chamberlain was recently appointed FDOT District 3 Director and expressed Mr. Chamberlain’s interest in meeting with the Destin Bridge East Pass Committee. The mayor requested that staff verify the status of FDOT permits for the bridge underpass project and coordinate with District 3 to confirm current permitting and project status, particularly as it relates to future Harbor CRA discussions and projects.

C. FY 2026 Budget Amendment – FRS

The City Manager presented Agenda Item 4C, which concerns a proposed FY2026 budget amendment to fund the Florida Retirement System (FRS) plan that was approved by the council at a prior meeting. He explained that staff had been directed to return with a formal budget amendment to provide the necessary funding for the program, in an amount not to exceed \$532,570. The amendment would increase the personnel taxes and benefits line accordingly.

Councilmember Bagby moved to amend the FY 2026 Budget to increase personnel taxes and benefits by the amount not to exceed \$532,570. Motion was seconded by Councilmember Hebert and passed 6-1, with Councilmember Schmidt dissenting.

D. Consideration of Letter Opposing Oil Drilling and Energy Exploration in the Eastern Gulf of Mexico (America)

The City Manager requests the council consideration of issuing a letter opposing oil drilling and energy exploration in the eastern Gulf of Mexico. He explained that Okaloosa County’s Board of County Commissioners had approved a similar letter at its November 18 meeting, supporting permanent protection of the Eastern Gulf Test and Training Range (also known as the Eglin Gulf Test and Training Range) from oil drilling and energy exploration. The request originated from the Okaloosa County Economic Development Council, which asked that the City of Destin adopt and support a comparable letter. The City Manager noted that a draft of the county’s letter was included in the council’s packet and advised that, if approved, staff would prepare a similar letter for the mayor’s signature on behalf of the city.

Councilmember Destin expressed his strong support for the overall intent of the letter, particularly its support of military activities. He emphasized, however, the importance of also

clearly stating that the natural resources that define Destin and the Gulf Coast – specifically the water and beaches – must be protected. He requested that language be added to the letter recognizing these resources as vital and a national treasure. Staff will incorporate this additional emphasis on water and environmental protection into the letter before it is finalized and submitted.

Councilmember Trammell moved to approve the issuance of a letter of support, authorize the mayor to sign and execute the letter on behalf of the city, and to incorporate into the letter a statement emphasizing the city’s commitment to protecting military activities as well as Destin’s natural treasures – its waters and beaches – that define the city and the Gulf Coast. Councilmember Hebert seconded the motion, which passed 7-0.

E. Annexation Timeline

The City Manager presented an overview of the proposed annexation timeline for areas east of the city, explaining that staff reverse-engineered key statutory deadlines tied to the August ballot language submission and the November election date. He outlined a preliminary plan to gauge resident interest through a city-controlled survey, supported by a fact sheet describing potential benefits of annexation, distributed by direct mail with QR-code responses organized by geographic area, before committing resources to more costly statutory steps.

Councilmember Schmidt suggested leveraging existing HOA communication channels to help distribute information electronically, while emphasizing efficiency. Mayor Wagner discussed the importance of a clear, neutral fact sheet that explains taxation and benefits without advocacy and stressed compliance with statutory limitations. Councilmember Bagby raised concerns about the initial survey being tainted if routed through HOAs or property managers who might discourage annexation or apply their own spin, and emphasized the need for the city to control messaging.

Councilmember Geile asked about potential funding impacts of incorporation, including population-based revenues; the City Manager responded that revenues would largely be ad valorem-based and that assessed values were still being researched.

Councilmember Destin expressed a preference for using a professional survey firm to ensure credibility, noting the city would likely have only one opportunity to do this correctly,

Councilmember Destin moved to direct the City Manager to obtain a cost estimate from a professional surveyor for administering the proposed survey, seconded by Councilmember Hebert.

Councilmember Schmidt cautioned against wasting time and supported relying on capable staff to move quickly.

Councilmember Bagby supported Councilmember Destin’s position, citing the holiday season as a poor time for meaningful participation and reiterating concerns about survey design and timing.

Finally, Councilmember Geile noted potential increases in bed tax and state-shared revenues such as gas tax, which the Finance Director confirmed, estimating overall shared revenues could increase by roughly 10–15 percent depending on annexed areas and population characteristics.

The mayor called for a vote on the motion, which passed 7-0.

F. First Amendment to the Four Prong Lake ILA

The City Manager explained that this item concerns a first amendment to the Four-Prong Lake Interlocal Agreement with Okaloosa County. He reported that the county has agreed to contribute \$1 million in surtax funds toward the project. The action requested of the council is to approve the amendment to the interlocal agreement in order to formally accept the county's \$1 million contribution.

Councilmember Bagby moved to approve the First Amendment to the Interlocal Agreement from Okaloosa County and direct the mayor to execute, passed 7-0.

G. Announcements

- 1) The legislative delegation meeting will be held on Monday, December 15th in Shalimar, and as a result, the city council meeting has been moved to Tuesday, December 16th.
- 2) Special thanks were extended to Katie Birmingham from Senator Scott's office and Duncan Morrison, a U.S. Coast Guard fellow, for their assistance with navigational issues at East Pass and the West Jetty.
- 3) The City's annual tree lighting will take place Thursday, December 4th, at 6 p.m. at the Destin Community Center.
- 4) The Christmas parade is scheduled for Saturday, December 13th at 10:00 a.m., with floats starting from Destin Methodist Church on Beach Drive; attendees are reminded to stand on the north side of Harbor Boulevard (US 98).
- 5) On Sunday, December 14th, the Holly Jolly at the Harbor event will run from 11:00 a.m. to 5:00 p.m., with more details available on the city's website under News & Information. That same evening at 6 p.m., the Destin Museum will host the annual boat parade.

5. PUBLIC HEARINGS

A. A public hearing regarding the submittal of a Major Development Order (DEV-001643-2025) for the construction of The Drury Plaza Hotel, located at 1001 East Highway 98 (Parcel ID: 00-2S-22-0000-0013-014A). The application includes the construction of a six (6) story building with 225,615 square feet of hotel and conference room space. This project will include a total of 320 hotel rooms, site stormwater improvements, parking, internal and external pedestrian networks, and associated infrastructure.

Staff introduced the item by explaining that the proposed Drury Destin Hotel project consists of approximately 225,615 square feet of hotel space, including 4,000 square feet of conference space. Staff noted that the project has undergone a full technical review and is in compliance with the Comprehensive Plan and Land Development Code (LDC), meeting all minimum requirements.

The mayor opened the public hearing to receive comments in support of or opposition to the proposed development. With no members of the public wishing to speak, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Mr. Eddie Robinson of Drury Destin, LLC, along with Mark Siner, the project manager, were present to answer questions and clarify project details throughout the discussion.

The city council engaged in an extensive discussion of the proposed project, focusing primarily on parking reductions, landscaping, traffic impacts, and constraints imposed by the current LDC.

Councilmember Destin expressed concern regarding the approximately 30 percent reduction in required parking, noting that the reduced parking ratio results in less than one space per hotel room and does not fully account for employees or conference center activity. Mr. Siner and city staff responded that the parking count complies with applicable code provisions, including allowable reductions.

Councilmember Trammell raised concerns about the absence of a designated pet walking and relief area on the preliminary plans. Mr. Robinson explained that while such an area was not shown on the conceptual drawings, a designated pet relief area with appropriate amenities would be provided as part of the building permit requirements.

Traffic and safety issues were discussed, particularly related to left-turn stacking, pedestrian conflicts, and potential future congestion. Councilmember Destin questioned whether a left-turn stacking lane would be provided. Mr. Siner confirmed that an FDOT-approved stacking lane would be constructed, meeting required lengths and accommodating multiple vehicles.

The mayor expressed concerns regarding the proposed landscaping, specifically requesting the use of native trees rather than palm trees for environmental, aesthetic, and heat mitigation purposes. Mr. Robinson indicated a willingness to discuss the request internally and with staff, emphasizing the applicant's intent to be a good long-term neighbor.

Several council members also raised concerns about traffic impacts along Highway 98, including the proposed full-access median and congestion at an already challenging location. Questions were raised as to whether closing the median could improve safety and traffic flow. The City Engineer explained that the project proposes full access with left-in and left-out movements, noted that FDOT controls the roadway, and stated that FDOT was not inclined to close the median despite earlier concerns raised by staff.

The discussion also addressed mobility and impact fees. Council members noted that the applicant submitted the project during a statutory vesting window that exempted it from recently adopted mobility fees, which could have resulted in several million dollars in additional costs had the application been filed later. While staff confirmed that the application was legally vested, some council members expressed frustration regarding the timing and its implications for future infrastructure funding.

Council members further discussed a roof pitch waiver granted administratively by staff. It was clarified that the approval was a waiver rather than a variance and therefore did not require review by the Board of Adjustment. It was explained that the waiver was granted because the hotel is based on a national prototype design and requiring a redesign would impose a financial burden, while still complying with the maximum building height requirements of the Comprehensive Plan. Although council members acknowledged that the waiver met code requirements, several questioned the broader policy implications of maintaining roof pitch standards if waivers are routinely granted for prototype developments.

A proposal was raised to require a condition that 80 percent of the trees be native species. Mr. Robinson stated that he did not have the proper authority to commit to a specific percentage. Staff confirmed that the submitted landscaping plan meets current code requirements and noted that the MMTD overlay district allows reduced buffering and landscaping standards. Council members expressed broader concerns that the overlay district and existing code result in technically compliant but undesirable outcomes.

The council also discussed the presence of three potential outparcels shown on the site plan. It was explained that subdivision into outparcels is permitted under the code and that these parcels could be developed in the future if zoning and dimensional requirements are met, at which point additional landscaping would be required. Some council members expressed concern that the layout prioritizes future outparcel development over safety, buffering, and cohesive site planning.

Throughout the discussion, it was emphasized that the applicant had complied with all existing regulations and that many of the concerns raised stem from the city's ordinances rather than the project itself. Council members expressed frustration that longstanding issues related to parking, traffic, and landscaping persist due to outdated or overly permissive code provisions, and several reiterated the need to accelerate the LDC rewrite process.

Further discussion focused on landscaping enhancements, including voluntary conditions related to increasing native vegetation. Councilmember Bagby expressed dissatisfaction with the proposed landscaping plan stating that an 80/20 ratio of native oak trees to palm trees was a reasonable request. Mr. Siner explained the logistical challenges of planting approximately 200 oak trees due to site constraints but committed to working with staff to improve the landscaping beyond the minimum code requirements.

Councilmember Bagby recommended allowing additional time for staff to review the landscaping plan and for the applicant to revise it to incorporate more native vegetation.

At this time, Mr. Robinson requested a brief recess to make a phone call regarding the requested landscaping ratio. The mayor subsequently called a five-minute recess.

Following the break, Mr. Robinson announced that the applicant agreed to an 80/20 ratio of native trees to palm trees and also committed to providing a designated pet walking area on site.

Councilmember Destin moved to approve the Major Development Order for The Drury Plaza Hotel, subject to the following conditions: 1) at least 80% of the trees planted must be native species, and 2) a designated pet walking/relief area will be included. The motion was seconded by Councilmember Bagby and approved unanimously, 7-0

B. Second reading of Ordinance 25-17-LC - Relating to platting, requiring administrative review, processing, and approval of plats pursuant to Chapter 177, Florida Statutes.

The City Attorney read Ordinance 25-17-LC by title, and then presented it to the council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO PLATTING; REQUIRING ADMINISTRATIVE REVIEW, PROCESSING, AND APPROVAL OF PLATS PURSUANT TO CHAPTER 177, FLORIDA STATUTES; PROVIDING FOR FINDINGS OF FACT; 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 council for discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to adopt Ordinance 25-17-LC on second reading passed 6-1, with Councilmember Destin dissenting.

C. Second reading of Ordinance 25-23-LC - Deleting Article 1, "General Provisions/Legal" of the Land Development Code to remove and replace the existing Article 1 in its entirety, providing for title, jurisdiction and intent, containing regulations related to vested rights, code compliance and enforcement.

The City Attorney read Ordinance 25-23-LC by title, and then presented it to the council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING ARTICLE 1, "GENERAL PROVISIONS/LEGAL" OF THE LAND DEVELOPMENT CODE TO REMOVE AND REPLACE THE EXISTING ARTICLE 1 IN ITS ENTIRETY; PROVIDING FOR TITLE, JURISDICTION AND INTENT; CONTAINING REGULATIONS RELATED TO VESTED RIGHTS, CODE COMPLIANCE AND ENFORCEMENT; 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 council for discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to adopt Ordinance 25-23-LC on second reading passed 7-0.

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

- A. Councilmember Braden
- B. Councilmember Trammell

Councilmember Trammell advocated for an ordinance requiring all hotels and motels to designate on-site pet walking areas with appropriate amenities, citing personal experience with pet waste problems caused by nearby hotels.

Councilmember Trammell moved to introduce an ordinance requiring hotels and motels to designate an on-site pet walking area for guest use. The motion was seconded by Councilmember Hebert and passed unanimously by a 7-0 vote.

Councilmember Trammell suggested consulting an engineer with experience serving on advisory councils to review future development proposals. She requested trimming of trees along Mountain Drive, noting the city's responsibility for maintaining rights-of-way, and suggested increased sidewalk and litter maintenance due to growing pedestrian use. She supported collaboration between Public Works and the CRA boards on planning for landscaping and maintenance improvements.

- C. Councilmember Destin

Councilman Destin asked about the status of the Pine Street extension referenced during public testimony. He acknowledged that the project is included in the mobility plan but noted that no capital improvement project has been initiated and confirmed that any future action would require council approval.

D. Councilmember Bagby

Councilman Bagby clarified that the Pine Street project is not scheduled within the next five years and is only one of many long-term mobility options. He also requested that the city's TDC representative inquire about potential funding assistance for seawall improvements.

Councilmember Bagby moved to advance the review of Article 6 in the Land Development Code to the first or second city council meeting in January 2026. The motion was seconded by Councilmember Hebert.

Councilmember Bagby stated that an earlier review could have avoided extended discussions on multimodal districts and parking. He expressed frustration with unintended consequences of past code decisions and stressed the importance of carefully reviewing the LDC to prevent future development and traffic issues.

Motion passed 7-0.

Councilmember Bagby raised the topic of the upcoming State Delegation meeting on December 15th, noting the importance of establishing a clear plan for who would speak on behalf of the city and what key points would be presented. He emphasized that the city has significant funding needs from the state and that the presentation should be well-prepared to ensure the top priorities are effectively communicated within the allotted two-minute timeframe.

Councilmember Bagby moved to designate Councilmember Hebert as the City of Destin's representative at the December 15th State Delegation meeting. Motion was seconded by Councilmember Destin and passed 7-0.

- E. Councilmember Hebert
- F. Councilmember Geile

Councilmember Geile moved that the council authorize him to meet with Fire Control District Chief Sasser to explore potential enhancements to life-safety measures for residential properties, including short-term rentals, and to return to the council with any recommendations for consideration. The motion was seconded by Councilmember Hebert and passed unanimously, 7-0.

G. Councilmember Schmidt

Councilmember Schmidt thanked Parks and Recreation and Public Works departments for their work on the Christmas decorations, noting that some displays were already lit and receiving positive feedback from the community.

Councilmember Schmidt moved to direct the City Manager and staff to work with the Town Center CRA Advisory Committee and the Harbor CRA Advisory Committee to begin planning landscaping and maintenance improvement concepts for Airport Road, Main Street, and Mountain Drive medians, with the goal of bringing forward a plan in time for next year's budget cycle. Councilmember Trammell provided a second to the motion, which passed 7-0.

- H. Mayor Wagner
- I. City Attorney

7. PUBLIC COMMENTS

Mr. John Stephens addressed the council regarding traffic and parking concerns. He noted that parking was a major topic of the evening and expressed concern about the reliability of parking studies and the concept of shared parking. He encouraged the city council and staff to continue discussing and closely evaluating shared parking issues in future deliberations.

Mr. Michael Leach, who spoke earlier in the meeting, reiterated his concern about traffic safety and the proposed connection involving Pine Street. He described long-standing traffic issues in his neighborhood, particularly the impact on children living there, and emphasized concerns about safety. Mr. Leach opposed creating a through-street connection, instead advocating for maintaining or creating a cul-de-sac to limit traffic. He stated that nearby residents supported this approach and questioned the cost and necessity of the proposed roadway improvements, urging the council not to move forward with that portion of the plan.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:00 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: January 15, 2026

SUBJECT: Hayes' Lien Reduction Request 3861 Indian Trail, #102

I. BACKGROUND: This is a lien request for property located at 3861 Indian Trail, #102, which property is owned and resided in by City residents Mr. and Mrs. Hayes. The Hayes' Lien Reduction Request is attached to the agenda for Council consideration. Mr. Hayes plans to attend the meeting, present his request to Council, and be available for questions.

II. DISCUSSION: This case involves a lien on Mr. Hayes' home and residence. As of January 12, 2026, Code Compliance staff informed the property owner that the lien in case # PERM 010744-2024/CC-2025-338-CV is outstanding in the amount of \$17,700 for 334 days of noncompliance at \$50.00, and \$1000 of administrative fines.

Mr. Hayes is preparing for a February 2nd sale of the subject property, and is requesting a total reduction of the lien on his home, except that he would pay the \$1000 in administrative fees out of closing escrow. He has indicated he has not been able to pay the \$1000 due to financial hardship, but can pay upon receipt of closing funds.

As of the date of this agenda item, there is also a separate open case for a separate unpermitted structure at the property. Mr. Hayes has hired a General Contractor in order to submit permits and is currently working with staff to comply on the open case.

The City Code of Ordinances provides in relevant part:

Sec. 14-86. - Application to city council for reduction of existing code compliance lien.

(a)

The city council shall have the authority to reduce any lien imposed by the city's special magistrate for code compliance based on the criteria set forth in [section 14-87](#) of this Code, and subject to the maximum reduction amounts set forth in subsection [14-86\(c\)](#).

(b)

It shall be the responsibility of the applicant for the lien reduction to demonstrate, and each application shall contain, written statements of fact addressing the criteria prescribed in [section 14-87](#).

(c)

All lien reduction requests are subject to the following maximum percentage reductions:

Length of time the Violation Remained Non-Compliant with Special Magistrate's Order	Percentage Reduction
Up to 1 year	Reduction up to no more of lien amount
More than 1 year, up to 2 years	Reduction up to no more of lien amount
More than 2 years, up to 5 years	Reduction up to no more of lien amount
More than 5 years, up to 10 years	Reduction up to no more of lien amount
More than 10 years, up to 15 years	Reduction up to no more of lien amount
More than 15 years	None

(d)

Each request for a lien reduction, and each decision appealed shall be the subject matter of a separate application.

(e)

Nothing herein shall obligate the city council to reduce any code compliance lien.

Sec. 14-87. - Required criteria for reduction of existing code compliance lien.

The following criteria must be considered in order for the city council to reduce a lien imposed by the special magistrate in a code compliance case:

(1)

The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien, including, but not limited to, code compliance staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the city to abate a nuisance caused by the violation;

(2)

The gravity and number of the violation(s);

(3)

The amount of the requested reduction;

(4)

Whether the applicant was responsible for the violation which caused the lien;

(5)

Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment purposes;

(6)

The time it took to bring the property into compliance;

(7)

The accrued amount of the code compliance fine or lien as compared to the current market value of the property;

(8)

Any previous or subsequent code violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

(9)

Any previous or subsequent code violations of the applicant pertaining to other properties owned within the city, unless an order finding a violation is under appeal at the time of the determination;

(10)

Any relevant information contained in any title policy required to be submitted to the city under this section;

(11)

Any demonstrated financial hardship;

(12)

Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and

(13)

Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which is adopted by the city manager, in writing, and is intended to be applied to all applications on a uniform basis.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Property Owner Request

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to reduce the lien at 3861 Indian Trail to \$_____ and allow Mr. Hayes to pay the \$1000 at closing on the sale of his property.

or

Take no action.

Attachments:

1. Lien Reduction Request 3861 Indian Trail
2. Lien Reduction Request Follow Up Email Hayes
3. Hayes Lien
4. Hayes case # PERM 010744-2025
5. Hayes Packet

From: [David Hayes](#)
To: [Kimberly Kopp](#)
Cc: cx@forthepeople.com
Subject: City council Monday 19 January 2026
Date: Thursday, January 15, 2026 10:31:37 AM

To Whom It May Concern,

David Hayes and Michelle Hayes, owners of the property located at **3861 Indian Trail, Unit 102, Destin, Florida**, respectfully submit this request for a **lien reduction hearing** to be scheduled before the **Destin City Council on Monday, January 19, 2026**.

This request pertains to a code enforcement matter originating in **2024**, in which an administrative fine of **\$1,000** was assessed. We complied with the Special Magistrate's order within the required timeframe and have remained **in full compliance since that time**.

At the time of the violation and throughout all of 2024 & most of 2025, we were experiencing significant financial hardship. We were both unemployed for an extended period and were in the midst of bankruptcy proceedings. During that time, our ability to address financial obligations was extremely limited. Despite these circumstances, we took the necessary steps to bring the property into compliance as ordered.

Since then, our circumstances have improved. We have returned to full-time employment after initially attempting to start our own businesses, and we are now in a position to resolve this matter responsibly. We are currently in the process of **selling our home and relocating outside the City of Destin**, and the outstanding lien has become a barrier to completing that transition.

In light of our long-standing compliance, prior financial hardship, and current good-faith effort to resolve the matter, we respectfully request a **reduction of the accrued daily fines of \$50 per day** associated with this case.

We appreciate the City's time and consideration and respectfully ask for ******confirmation****** that this request may be placed on the **January 19, 2026 City Council agenda**. Please advise if any additional documentation or forms are required to proceed.

Thank you for your consideration.

Respectfully,
David Hayes and
Michelle Hayes
Owners

3861 Indian Trail, Unit 102
Destin, Florida
850-454-9956
850-963-6412

DAVID HAYES

CELL: 8504549956

From: [Kimberly Kopp](#)
To: [David Prichard](#); [Christopher Koch](#)
Subject: FW: City council Monday 19 January 2026
Date: Thursday, January 15, 2026 11:25:00 AM

From: David Hayes <davepensacolalock@icloud.com>
Sent: Thursday, January 15, 2026 11:22 AM
To: Kimberly Kopp <kkopp@romanokopplaw.com>
Subject: Re: City council Monday 19 January 2026

Kimberly

Good morning,

Thank you for your email and for the clarification regarding the City Council meeting date. I understand that the meeting is scheduled for **Tuesday, January 20th at 6:00 p.m.**, and that date works for us.

We appreciate being added to the City Council agenda and also appreciate the follow-up regarding the permit application process for the open case. We will look forward to hearing from you or a representative from the Community Development Department today or tomorrow and will be prepared to submit the application as advised.

Thank you again for your assistance and for keeping us informed. We appreciate your time and consideration.

Kind regards,

David Hayes
Michelle Hayes
3861 Indian Trail, Unit 102
Destin, Florida

Just let me know.

DAVID HAYES

CELL: 8504549956

On Jan 15, 2026, at 10:04 AM, Kimberly Kopp
<kkopp@romanokopplaw.com> wrote:

Good morning Mr. Hayes,

Your email is received and under review. You have been added to the City Council agenda for the meeting to be held on **Tuesday, January 20th at 6pm.**

I apologize that I mentioned Monday on the phone – I forgot that Monday is a federal holiday and the meeting is Tuesday instead. Does this date still work for you?

Also, either myself or someone from the Community Development Department will reach out to you this today or tomorrow regarding your questions about submitting the permit application online prior to Monday for the open case.

Thank you,

<image001.gif>

Kimberly Romano Kopp, Esq., LEED AP

Board Certified in City, County, & Local Government Law

Romano Kopp Law, P.A.

P.O. Box 5524

Destin, Florida 32541

Phone: (850) 963-6030

Phone: (407) 430-7070 (no text messages)

Email: kkopp@romanokopplaw.com

From: David Hayes <davepensacolalock@icloud.com>

Sent: Thursday, January 15, 2026 10:31 AM

To: Kimberly Kopp <kkopp@romanokopplaw.com>

Cc: cx@forthepeople.com

Subject: City council Monday 19 January 2026

To Whom It May Concern,

David Hayes and Michelle Hayes, owners of the property located at **3861 Indian Trail, Unit 102, Destin, Florida**, respectfully submit this request for a **lien reduction hearing** to be scheduled before the **Destin City Council on Monday, January 19, 2026.**

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which an administrative fine of **\$1,000** was assessed. We complied with the Special Magistrate's order within the required timeframe and have remained **in full compliance since that time**.

At the time of the violation and throughout all of 2024 & most of 2025, we were experiencing significant financial hardship. We were both unemployed for an extended period and were in the midst of bankruptcy proceedings. During that time, our ability to address financial obligations was extremely limited. Despite these circumstances, we took the necessary steps to bring the property into compliance as ordered.

Since then, our circumstances have improved. We have returned to full-time employment after initially attempting to start our own businesses, and we are now in a position to resolve this matter responsibly. We are currently in the process of **selling our home and relocating outside the City of Destin**, and the outstanding lien has become a barrier to completing that transition. In light of our long-standing compliance, prior financial hardship, and current good-faith effort to resolve the matter, we respectfully request a **reduction of the accrued daily fines of \$50 per day** associated with this case.

We appreciate the City's time and consideration and respectfully ask for ******confirmation****** that this request may be placed on the **January 19, 2026 City Council agenda**. Please advise if any additional documentation or forms are required to proceed.

Thank you for your consideration.

Respectfully,

David Hayes and

Michelle Hayes

Owners

3861 Indian Trail, Unit 102

Destin, Florida

850-454-9956

850-963-6412

DAVID HAYES

CELL: 8504549956



DC ASecrist
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

**CODE COMPLIANCE SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA
August 28, 2024**

Case #: PERM-010744-2024

CITY OF DESTIN, FLORIDA,
DEPARTMENT OF CODE COMPLIANCE,
Petitioner,
vs.

David S. & Michelle L. Hayes,
Respondents,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE was brought for public hearing before the Code Compliance Special Magistrate of the City of Destin, Florida, on April 24, 2024, after due notice to the Respondents, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to the Respondents. Said Order found the following violation:

Said Order required the Respondents at the property located at 3861 Indian Trail #102 Destin, Florida, located in Okaloosa County (Tax Parcel ID: 00-2S-22-154A-0000-1020), to correct the aforesaid violation on or before June 24, 2024, by applying for and obtaining all necessary permits, if allowable, for the rear staircase built on private property. If permits for work done cannot legally be obtained through the city, removal of the work (rear staircase) in its entirety and restoration to prior condition must be completed. Failure to do so will violate this order and legal proceedings will be brought forth charging you with a violation of this code.

The Respondents are in violation of Land Development Code Article II, Section 2.12.00.A – Building Permits.

2.12.00. - Building permits.

- A. No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the City Manager or his designee. No building permit shall be issued by the City Manager or his designee except in conformity with the provisions of this article, unless he receives an order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this article.

I hereby certify this is a
true and correct copy as is on
file with my office.

City Clerk, Destin, FL

Said Order stated that if City staff finds that the aforesaid property is not brought into compliance on or before June 24, 2024, the Respondents may be ordered to pay a fine not to exceed \$250.00 per day for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter. Assessment of such penalties shall be as provided by law.

After having sworn under oath, the Code Compliance Officer certified to the Special Magistrate that the Respondents have not taken the corrective action as previously ordered by the Special Magistrate.

In determining the amount of fine to be imposed, if any, the Special Magistrate has considered the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

¶. **ORDER:**

1. It has been brought to the Special Magistrate's attention by the City's Code Compliance Officer that the Respondents continue to be in violation.
2. The Respondents shall remove the unpermitted exterior staircase from the property at 3861 Indian Trail #102, Destin, Florida 32541, and return the balcony railing to its original condition by Monday, October 28, 2024.
3. The Special Magistrate orders that a fine in the amount of \$50.00 per day be imposed against the property for each and every day the violation continues to exist at 3861 Indian Trail #102 Destin, Florida, 32541, located in Okaloosa County (Tax Parcel# 00-2S-22-154A-0000-1020) after October 28, 2024.
4. The Special Magistrate orders that the Respondents pay the administrative fee of \$500.00 which was assessed from the initial hearing on April 24, 2024, but was not paid, by Friday, September 27, 2024. Additionally, the Special Magistrate assessed an additional administrative fee of \$500.00 from the hearing occurring on August 28, 2024, and such amount shall also be paid by the Respondents on or before Friday, September 27, 2024.
5. This Order shall be recorded in the public records of Okaloosa County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondents.
6. A true and correct copy of this Order Imposing Administrative Fine/Lien shall be delivered to Respondents by certified mail with return receipt requested, or by hand delivery.

DONE AND ORDERED this September 4, 2024 *nunc pro tunc* August 28, 2024.

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA


Casey Waterhouse
Casey Waterhouse

FURTHER AFFIANT SAYETH NOT

QW
(Affiant)

Sworn and subscribed before me on this 6th day of Sept., by Jeramy Kwiatkowski, who is personally known to me and did not take an oath.

Sharon L. Gardner
Notary Public

 Sharon L. Gardner
Notary Public
State of Florida
Comm# HH080623
Expires 1/13/2025

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Finding Non-Compliance and Imposing Fine/Lien has been sent, by certified mail with return receipt requested, or hand delivery, to the Respondents, David & Michelle Hayes, this 6 day of Sep., 2024.

Jeramy Kwiatkowski
Jeramy Kwiatkowski
Code Compliance Officer



INVOICE

Date: January 12, 2026

To: David Scott Hayes and Michelle Lynn Hayes
3861 Indian Trail Unit 102
Destin, Florida 32541

From: The City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242

Subject: LIENS - Payoff

Case # PERM 010744-2024 / CC-2025-338-CV

Address - 3861 Indian Trail Unit 102, Destin, Florida 32541

Amount owed for Administrative April 24, 2024,	\$ 500.00
Amount owed for Administrative August 28, 2024,	\$ 500.00
Amount owed \$50.00 a day X 334 =	\$ 16,700.00

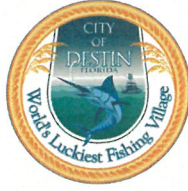
Total Amount Due \$ 17,700.00

Please remit the Sum of **\$ 17,700.00**

Please send to: **City of Destin
Code Compliance Department
4200 Indian Bayou Trail
Destin, FL 32541**

Kind Regards,

Darlene Lebold
Administrative Assistant
Destin Code Compliance



City of Destin

4200 Indian Bayou Trail

Destin, Florida 32541

850-837-4242

CODE COMPLIANCE SPECIAL MAGISTRATE

August 28, 2024

CASE#: PERM-010744-2024

RESPONDENT(s): David S. & Michelle L. Hayes

ADDRESS OF VIOLATION: 3861 Indian Trail Unit #102
Destin FL 32541

PARCEL #: 00-2S-22-154A-0000-1020

EXHIBIT LIST

1. Findings of Fact, Conclusions of Law and Order
2. Notice of Hearing (2nd)
3. Certified Mail
4. Photographs Day Before Magistrate
5. Affidavit of Non-Compliance
6. Order Imposing Daily Fines/Lien

**CODE COMPLIANCE SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA**

April 24, 2024

CASE # PERM-010744-2024

City of Destin, Department of Code Compliance
PETITIONER

-Vs-

David S. & Michelle L. Hayes
RESPONDENT(S)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CASE comes for public hearing before the Code Compliance Special Magistrate of the City of Destin on April 24th, 2024, after due notice to the Respondent(s), and the Special Magistrate/Board, having heard testimony under oath, received evidence, and heard argument, hereby issues its Findings of Fact, Conclusions of Law, and Order, as follows:

I. FINDINGS OF FACT:

The Respondent(s), whose mailing address is: 3861 Indian Trail #102, Destin FL 32541, are the owners of the property described as 00-2S-22-154A-0000-1020, also known as 3861 Indian Trail #102, Destin FL 32541. The following conditions exist on subject property:

2.12.00.A - Building Permit Required

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the City Manager or his designee. No building permit shall be issued by the City Manager or his designee except in conformity with the provisions of this article, unless he receives an order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this article.

II. CONCLUSIONS OF LAW:

This is a lawfully constituted code compliance proceeding convened pursuant to Chapter 162, Part I, Florida Statutes, and Chapter 14, Article III, Code of Ordinances of the City of Destin. The City of Destin Code Compliance Special Magistrate has jurisdiction over the subject matter and the Respondent(s). Notice of this proceeding has been duly provided to Respondent(s) as required by the City Code.

The Respondent(s), David S. & Michelle L. Hayes, by reason of the foregoing facts, are in violation of the Land Development Code, City of Destin, Florida, to wit: 2.12.00.A. Respondent(s) are subject to the enforcement jurisdiction of City of Destin, Florida Code Compliance Special Magistrate.

III. ORDER:

1. The Respondent(s) are to correct the aforesaid violation on or before June 24, 2024, by applying for and obtaining all necessary permits, if allowable, for rear staircase built on private property. If permits for work done cannot legally be obtained through the city, removal of the work (rear staircase) in its entirety and restoration to prior condition must be completed. Failure to do so will violate this order and legal proceedings will be brought forth charging you with a violation of this code.
2. The Respondent(s) are further ordered to contact the Code Compliance Department of the City of Destin to verify compliance with this Order.
3. If City staff should find that the aforesaid property is not brought into compliance by June 24, 2024, the Respondent(s) may be ordered to pay a fine not to exceed \$250.00 per day for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter. Assessment of such penalties shall be as provided by law.
4. An administrative fee of \$500.00 is assessed against the Respondent(s) and shall be paid on or before May 24, 2024.

DONE AND ORDERED this 24th day of April 2024.

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA

By: _____

Casey Waterhouse

I HEREBY CERTIFY that a true and correct copy of the forgoing Findings of Fact, Conclusions of Law, and Order has been ~~sent by mail~~ to the respondent, this 24 day of April, 2024.

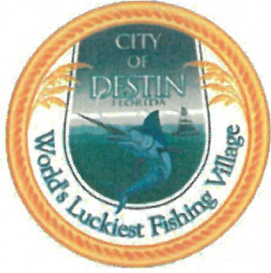
Hand Delivered

By: _____

Jeramy Kwiatkowski
Code Compliance Officer
City of Destin

I hereby certify this is a
true and correct copy as is on
file with my office.

Ray Harvey, City Clerk, Destin, FL



Code Compliance Department

4200 Indian Bayou Trail - Destin, Florida 32541

Phone (850) 842-4596

www.cityofdestin.com

NOTICE OF SECOND MAGISTRATE HEARING

Case No: PERM-010744-2024

7/25/2024

Respondent(s): David & Michelle Hayes

Location of Violation: 3861 Indian Trail #102., Destin, FL 32541

Parcel ID No: 00-2S-22-154A-0000-1020

A SECOND HEARING will be conducted before the Special Magistrate of the City of Destin on August 28th, 2024, at 9:00 AM or soon thereafter. The hearing will be held at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

The Special Magistrate will receive testimony and evidence at said hearing regarding the violations occurring upon the property of the Respondent(s), as set forth in the Findings of Fact, Conclusions of Law and Order attached as **EXHIBIT "A"** and shall make a determination as to whether such violations are corrected pursuant to Chapter 14, Article III, of the City of Destin Code of Ordinances. You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Special Magistrate are legal in nature, you may wish to have legal counsel attend the above-referenced hearing.

The Special Magistrate may enter an ORDER IMPOSING FINES OF UP TO \$500 PER DAY UNTIL THE VIOLATIONS ARE CORRECTED. This penalty may become a lien on the Property and any other personal or real property owned by the Respondent(s), which can be satisfied by foreclosure and sale of said Property and/ or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY COUNCIL OF THE CITY OF DESTIN, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE SPECIAL MAGISTRATE TO THE CIRCUIT COURT OF OKALOOSA COUNTY WITHIN THIRTY DAYS OF EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE SPECIAL MAGISTRATE'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Code Compliance Officer
Jeramy Kwiatkowski
850-428-1627
City of Destin
County of Okaloosa
State of Florida

Exhibit "A"

CODE COMPLIANCE SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA

April 24, 2024

CASE # PERM-010744-2024

City of Destin, Department of Code Compliance
PETITIONER

-Vs-

David S. & Michelle L. Hayes
RESPONDENT(S)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CASE comes for public hearing before the Code Compliance Special Magistrate of the City of Destin on April 24th, 2024, after due notice to the Respondent(s), and the Special Magistrate/Board, having heard testimony under oath, received evidence, and heard argument, hereby issues its Findings of Fact, Conclusions of Law, and Order, as follows:

I. FINDINGS OF FACT:

The Respondent(s), whose mailing address is: 3861 Indian Trail #102, Destin FL 32541, are the owners of the property described as 00-2S-22-154A-0000-1020, also known as 3861 Indian Trail #102, Destin FL 32541. The following conditions exist on subject property:

2.12.00.A - Building Permit Required

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the City Manager or his designee. No building permit shall be issued by the City Manager or his designee except in conformity with the provisions of this article, unless he receives an order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this article.

II. CONCLUSIONS OF LAW:

This is a lawfully constituted code compliance proceeding convened pursuant to Chapter 162, Part I, Florida Statutes, and Chapter 14, Article III, Code of Ordinances of the City of Destin. The City of Destin Code Compliance Special Magistrate has jurisdiction over the subject matter and the Respondent(s). Notice of this proceeding has been duly provided to Respondent(s) as required by the City Code.

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III. ORDER:

1. The Respondent(s) are to correct the aforesaid violation on or before June 24, 2024, by applying for and obtaining all necessary permits, if allowable, for rear staircase built on private property. If permits for work done cannot legally be obtained through the city, removal of the work (rear staircase) in its entirety and restoration to prior condition must be completed. Failure to do so will violate this order and legal proceedings will be brought forth charging you with a violation of this code.
2. The Respondent(s) are further ordered to contact the Code Compliance Department of the City of Destin to verify compliance with this Order.
3. If City staff should find that the aforesaid property is not brought into compliance by June 24, 2024, the Respondent(s) may be ordered to pay a fine not to exceed \$250.00 per day for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter. Assessment of such penalties shall be as provided by law.
4. An administrative fee of \$500.00 is assessed against the Respondent(s) and shall be paid on or before May 24, 2024.

DONE AND ORDERED this 24th day of April 2024.

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA

By: _____

Casey Waterhouse

I HEREBY CERTIFY that a true and correct copy of the forgoing Findings of Fact, Conclusions of Law, and Order has been ~~sent by mail~~ to the respondent, this 24 day of April, 2024.

Hand Delivered

By: _____

Jeramy Kwiatkowski
Code Compliance Officer
City of Destin

I hereby certify this is a true and correct copy as is on file with my office.

Ray Anthony, City Clerk, Destin, FL





DEPARTMENT OF
CODE COMPLIANCE
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

CERTIFIED MAIL



9589 0710 5270 1236 8101 63
9589 0710 5270 1236 8101 63

Hasler
07/27/2024
US POSTAGE \$009.64⁰



ZIP 32541
011D11652673

U.S. Postal Service™ *USPS 2nd class*
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Official Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To: **David & Michelle Hayes**
Street or PO Box No.: **386 Indian Trl #102**
City, State or ZIP+4: **Destin, FL 32541**

PS Form 3811, July 2020 PSN 7530-02-000-9053 See Reverse for Instructions

ELLE L. HAYES
IL #102

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
David S. & Michelle L. Hayes
386 Indian Trl #102
Destin, FL 32541

2. Article Number (Transfer from service label)
9589 0710 5270 1236 8101 63

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

COMPLETED THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

Domestic Return Receipt

Certified Mail

- A receipt (this portion)
- A unique identifier for delivery
- Electronic verification for a restricted card
- A record of delivery if requested

Important Reminders

- Use only the First-Class Mail® or Priority Mail® service
- Certified Mail service is international mail
- Insurance coverage is provided for Certified Mail® and Certified Mail Restricted Delivery®
- For an additional fee, insurance coverage is available on certain Priority Mail® items
- For an additional fee, endorsement on their return receipt is available for delivery (including electronic version, if complete PS Form 3811 Receipt, 01/01/21)

PS Form 3800, January

U.S. Postal Service™ JJK 2nd NoH
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

DESTIN FL 02541

JUL 27 2024

Postmark Here

USPS

Sent To David + Michelle Hayes

Street and Apt. No., or PO Box No. 3861 Indian Trl #102

City, State, ZIP+4® Destin, FL 32541

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1236 8101 63

Tracking Number:

9589071052701236810163

Remove X

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was picked up at the post office at 9:32 am on August 1, 2024 in DESTIN, FL 32541.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Individual Picked Up at Post Office

DESTIN, FL 32541

August 1, 2024, 9:32 am

Notice Left (No Authorized Recipient Available)

DESTIN, FL 32541

July 29, 2024, 4:32 pm

Arrived at USPS Regional Facility

PENSACOLA FL PROCESSING CENTER

July 27, 2024, 10:37 pm

Hide Tracking History

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package?_gl=1*4sisuu*_ga*ODIxNjc4NTgxLjE3MjQyOTIwODg.*_ga_3NXP3C8S9V*MTcyNDI5MjA4OC4xLjEuMTcyNDI5MjEzMi4wLjAuMA..) ([https://faq.usps.com/s/article/Where-is-my-package?](https://faq.usps.com/s/article/Where-is-my-package?_gl=1*4sisuu*_ga*ODIxNjc4NTgxLjE3MjQyOTIwODg.*_ga_3NXP3C8S9V*MTcyNDI5MjA4OC4xLjEuMTcyNDI5MjEzMi4wLjAuMA..)

[_gl=1*4sisuu*_ga*ODIxNjc4NTgxLjE3MjQyOTIwODg.*_ga_3NXP3C8S9V*MTcyNDI5MjA4OC4xLjEuMTcyNDI5MjEzMi4wLjAuMA..\)](#)

Text & Email Updates



USPS Tracking Plus[®]



Product Information



See Less ^

**CODE COMPLIANCE SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA**

August 28, 2024

CASE # PERM-010744-2024

CITY OF DESTIN, FLORIDA,
DEPARTMENT OF CODE COMPLIANCE
Petitioner

Vs.

David S. & Michelle L. Hayes,
Respondent(s)

AFFIDAVIT OF NON-COMPLIANCE

COUNTY OF OKALOOSA
STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Jeramy Kwiatkowski, who was sworn and says:

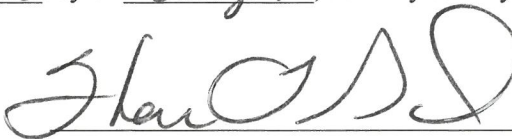
1. My name is Jeramy Kwiatkowski and I am over 18 and am otherwise sui juris. I have personal knowledge of the facts set forth in this affidavit.
2. The property, 3861 Indian Trail #102, Destin, Florida (also known as Parcel ID: 00-2S-22-154A-0000-1020) remains in violation of the City of Destin Code of Ordinances as cited in the Findings of Fact, Conclusions of Law and Order issued by the Code Compliance Special Magistrate on April 24, 2024.

FURTHER AFFIANT SAYETH NOT



(Affiant)

Sworn and subscribed before me on this 22nd day of August, 2024 by Jeramy Kwiatkowski, who is personally known to me.



Notary Public



Sharon L. Gardner
Notary Public
State of Florida
Comm# HH080623
Expires 1/13/2025



**CODE COMPLIANCE SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA
August 28, 2024**

Case #: PERM-010744-2024

CITY OF DESTIN, FLORIDA,
DEPARTMENT OF CODE COMPLIANCE,
Petitioner,
vs.

David S. & Michelle L. Hayes,
Respondents,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE was brought for public hearing before the Code Compliance Special Magistrate of the City of Destin, Florida, on April 24, 2024, after due notice to the Respondents, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to the Respondents. Said Order found the following violation:

Said Order required the Respondents at the property located at 3861 Indian Trail #102 Destin, Florida, located in Okaloosa County (Tax Parcel ID: 00-2S-22-154A-0000-1020), to correct the aforesaid violation on or before June 24, 2024, by applying for and obtaining all necessary permits, if allowable, for the rear staircase built on private property. If permits for work done cannot legally be obtained through the city, removal of the work (rear staircase) in its entirety and restoration to prior condition must be completed. Failure to do so will violate this order and legal proceedings will be brought forth charging you with a violation of this code.

The Respondents are in violation of Land Development Code Article II, Section 2.12.00.A – Building Permits.

2.12.00. - Building permits.

- A. No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor, issued by the City Manager or his designee. No building permit shall be issued by the City Manager or his designee except in conformity with the provisions of this article, unless he receives an order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this article.**

Said Order stated that if City staff finds that the aforesaid property is not brought into compliance on or before June 24, 2024, the Respondents may be ordered to pay a fine not to exceed \$250.00 per day for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter. Assessment of such penalties shall be as provided by law.

After having sworn under oath, the Code Compliance Officer(s) certified to the Special Magistrate that the Respondents have not taken the corrective action ordered by the Special Magistrate, or that the Respondents have repeated the violation.

In determining the amount of fine to be imposed, if any, the Special Magistrate has considered the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

I. ORDER:

1. It has been brought to the Special Magistrate's attention by the City's Code Compliance Officer(s) that the Respondents continue to be in violation.
2. The Special Magistrate orders that a fine in the amount of \$_____ per day be imposed against the property for each and every day the violation continues to exist at 3861 Indian Trail #102 Destin, Florida, 32541, located in Okaloosa County (Tax Parcel# 00-2S-22-154A-0000-1020) after June 24, 2024.
3. The Special Magistrate orders that the Respondents pay the administrative fee of \$500 which was assessed from the initial hearing on April 24, 2024, but was not paid.
4. This Order shall be recorded in the public records of Okaloosa County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondents.
5. A true and correct copy of this Order Imposing Administrative Fine/Lien shall be delivered to Respondents by certified mail with return receipt requested, or by hand delivery.

DONE AND ORDERED this day August 28th, 2024.

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA

Casey Waterhouse

FURTHER AFFIANT SAYETH NOT

(Affiant)

Sworn and subscribed before me on this _____ day of _____, by Jeramy Kwiatkowski, who is personally known to me and did not take an oath.

Notary Public

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Finding Non-Compliance and Imposing Fine/Lien has been sent, by certified mail with return receipt requested, or hand delivery, to the Respondents, _____, this _____ day of _____, 2024.

Jeramy Kwiatkowski
Code Compliance Officer

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Larry Jones , City Manager

DATE: January 12, 2026

SUBJECT: Mayor Pro Tem - Discussion

I. BACKGROUND: At the January 5, 2026, Regular City Council meeting, the Council directed staff to return this item for further discussion related to the Mayor Pro Tem.

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: The Council's discretion.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 01/02/2026

SUBJECT: RFB 25-18-PW Pavement Marking/Road Striping Continuing Services, authorization to execute a contract

I. BACKGROUND: The Public Works Department has limited staff and road striping installation equipment. Public Works is not equipped to perform major road striping projects. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and personnel.

II. DISCUSSION: The City issued RFB 25-18-PW to solicit bids for pavement marking/road striping services this Fall. Only one submission was received, that by Emerald Coast Striping, our current continuing services provider. The Bid Committee reviewed this submission, which was found to be both responsive and responsible, and voted to recommend the selection of Emerald Coast Striping for the contract award. The execution of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by City Council. As per our policy, any project totaling more than \$35,000 will come before City Council for approval.

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): Any budgeted work in excess of \$35,000 will be brought first to City Council for approval before preparing a Purchase Order.

C. Level of Service (LOS): The LOS will be enhanced by Improved day-and night-time visibility of lanes, stop bars, crosswalks, etc.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: This action allows for the execution of a three-year contract (with two possible one-year extension) with Emerald Coast Striping, LLC for Pavement Marking/Road Striping services.

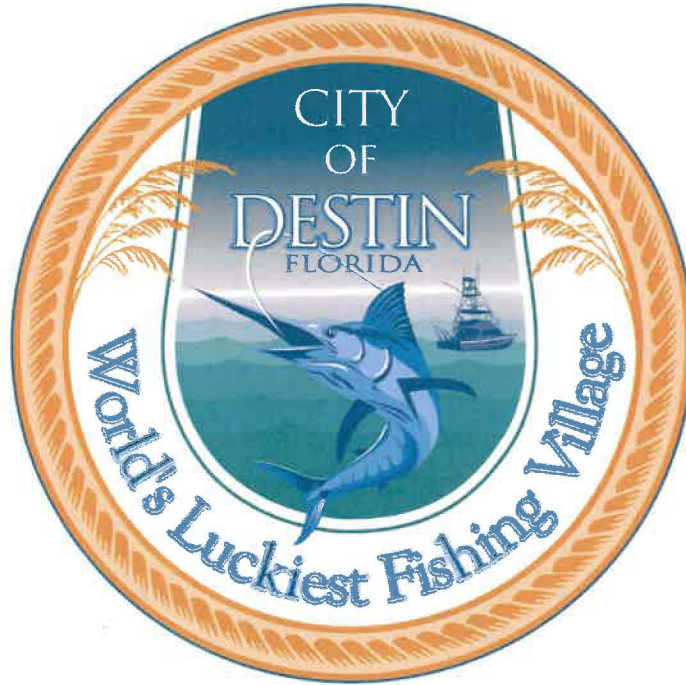
IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a three-year contract with Emerald Coast Striping, LLC through December 31, 2028.

Attachments:

1. ATT1 RFB 25-18-
PW Road Striping
Continuing Services
signed
2. ATT2 Emerald Coast
Striping RFB 25-18-
PW Misc Rd Striping
Cont Svcs
3. ATT3 RFB 25-18-
PW Scoresheet
Summary
4. ATT4 Destin
Pavement Marking
Road Striping
Contract 2026 thru
2028
5. ATT5 Emerald Coast
Striping LLC, 2020-
2021 Misc. Road
Striping Contract
6. ATT6 Emerald Coast
Striping Contract
2020 2025 unit
pricing

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS (RFB) 25-18-PW
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES**



City of Destin, Florida
November 24, 2025

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

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[]
Letter of Interest	[]
RFB 25-18-PW (copy)	[]
Completed Bid Form (Exhibit A)	[]
Completed Public Entity Crimes Form (Exhibit B)	[]
Completed Drug-Free Workplace Form (Exhibit C)	[]
Completed Anti-Human Trafficking Affidavit (Exhibit D)	[]
Proof of Worker's Compensation Insurance Documents	[]
Proof of Required Liability Insurance	[]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[]
Copy of State License (if required for job)	[]
Copy of City License (if business office is in Destin)	[]
Qualification and Experience Narrative (no more than 12 pages)	[]
Three References (minimum) to include contact name, organization, project name, and dates.	[]
Addenda (if applicable)	[]
Any other documents as requested	[]

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for **MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES** for City maintained roadways, parking lots and other miscellaneous striping needs for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous road striping services for City roadways and properties to include: providing all tools, machines, equipment, labor, materials, maintenance of traffic, and incidentals necessary to complete the work required.

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

“RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES”

along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CT, on **Thursday, January 8, 2026** at which time they will be opened and read aloud. 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.

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) 25-18-PW

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

- I. **PURPOSE:** The purpose of RFB 25-18-PW is to secure sealed Bids for providing miscellaneous road striping services to the City.
- II. **SCOPE OF WORK:** The Scope of Work will include miscellaneous road striping services for City properties to include: providing all tools, machines, equipment, labor, materials, maintenance of traffic, and incidentals necessary to complete the work required.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information identified in the table on Page 2.

Failure to provide any of the above listed mandatory information may result in the rejection of the Bid from consideration.

IV. **SUBMITTAL REQUIREMENTS:** Bids shall be submitted as follows:

- A. See checklist on Page 2.
- B. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on **Thursday, January 8, 2026**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. **One original and one digital copy on a USB drive** shall be submitted in a sealed envelope clearly marked **“RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES”** and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder.

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- C. **Bid Opening.** Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, January 8, 2026 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- D. **Notification.** Questions or requests for Bid documents, plans and specifications regarding RFB 25-18-PW may be directed to the individuals below:

For All Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

- E. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.
1. The Bid Committee shall evaluate each responsive bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the bid and quotations from bid submitted and may ask questions to clarify submissions, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) when it serves the best interest of the City.
 2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.
 3. Reservation of Rights. The City reserves the right to reject any and all bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise bids, to accept the bid or award multiple bids or take any other actions deemed by the City to be in the City's best interest.
- F. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverage's, 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 provide for at least thirty days' notice to the City of any cancellation or amendment to any of the binders, policies or certificates.
- G. Public Records Requirements. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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.**

- H. Indemnification. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City’s sovereign immunity.
- I. 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.
- J. Contact Prohibition. All prospective Proposers are hereby instructed NOT to contact any member of the City of Destin City Council, City Manager, or any City of Destin staff member other than the City Clerk, or their designated Procurement staff member, regarding this solicitation package, or their 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 shall be cause for rejection of your submittal.
- K. Bid Scoring. Bids will be reviewed by the City’s Bid Committee and scored based on the criteria below. Staff will then recommend the highest ranked bidder to City Council for award.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1 to 5) x2	10 (40%)
Qualifications/Experience (1 to 5)	5 (20%)
Project Approach (1 to 5)	5 (20%)
Past Performance/References (1 to 5)	5 (20%)
TOTAL	25

- L. Scoring Guidance and Criteria Descriptions
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.

Criteria Descriptions (example)

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?

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?
- 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?

M. Procurement Schedule

Tasks	Date
RFB Advertised	Week of November 26, 2025
Last Day for Questions to be Submitted	December 29, 2025
Due Date/Bid Opening	January 8, 2026 at 2pm CT

Tentative Date - Bid Committee Evaluation	January 13, 2026
Tentative Date - City Council Meeting	January 19, 2026
Tentative Date- Notice of Award	Week of January 19, 2026
Tentative Date -Execution of Contract	Week of January 19, 2026
Day 1 of Contract	TBD

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) 25-18-PW
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES**

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Email: _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding **RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES**, as follows:

Contractor shall provide proper signs and traffic control measures as per the 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	\$	Linear foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$	Linear foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$	Linear foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$	Linear foot
Four-inch (4") solid thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$	Linear foot

Four-inch (4") skip thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$	Linear foot
Six-inch (6") solid thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$	Linear foot
Six-inch (6") skip thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$	Linear foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$	Square Foot
Raised Pavement Markers	Material plus installation	\$	Each

Please list any additional services with their respective costs below.

Item	Description	Unit Price	Unit

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 functional signage, lightbars, arrow boards, etc.

To ensure responsiveness, submit this form and all documentation identified in the table on page 2.

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.

City of Destin, Florida RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

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 - PUBLIC ENTITIES CRIME 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 for **RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES.**

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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 person of shares constituting a controlling interest in another person, or

a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be deemed a prima facie case that one person controls another. 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.)

Authorized Signature

_____/_____/_____
Date

STATE OF FLORIDA, COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____

, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

EXHIBIT C - 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 contractual services that are under this bid a copy of the statement specified in item 1 above.
4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

EXHIBIT D - 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:

I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

_____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

More particularly, _____ (insert entity name) does not participate in any of the following actions:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
3. 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;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

Signature:

Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____
COUNTY OF _____

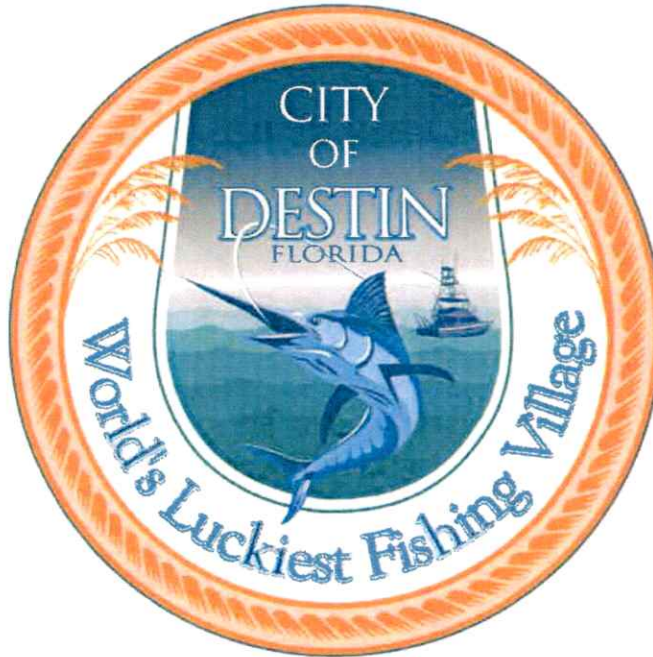
SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who produced
_____ as identification this _____ day of _____,
202__.

Notary Public

(Notary Seal)

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS (RFB) 25-18-PW
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES**



City of Destin, Florida
November 24, 2025

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

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[<input checked="" type="checkbox"/>]
Letter of Interest	[<input checked="" type="checkbox"/>]
RFB 25-18-PW (copy)	[<input checked="" type="checkbox"/>]
Completed Bid Form (Exhibit A)	[<input checked="" type="checkbox"/>]
Completed Public Entity Crimes Form (Exhibit B)	[<input checked="" type="checkbox"/>]
Completed Drug-Free Workplace Form (Exhibit C)	[<input checked="" type="checkbox"/>]
Completed Anti-Human Trafficking Affidavit (Exhibit D)	[<input checked="" type="checkbox"/>]
Proof of Worker's Compensation Insurance Documents	[<input checked="" type="checkbox"/>]
Proof of Required Liability Insurance	[<input checked="" type="checkbox"/>]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[<input checked="" type="checkbox"/>]
Copy of State License (if required for job)	[<input checked="" type="checkbox"/>]
Copy of City License (if business office is in Destin)	[<input checked="" type="checkbox"/>]
Qualification and Experience Narrative (no more than 12 pages)	[<input checked="" type="checkbox"/>]
Three References (minimum) to include contact name, organization, project name, and dates.	[<input checked="" type="checkbox"/>]
Addenda (if applicable)	[<input checked="" type="checkbox"/>]
Any other documents as requested	[<input checked="" type="checkbox"/>]

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for **MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES** for City maintained roadways, parking lots and other miscellaneous striping needs for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous road striping services for City roadways and properties to include: providing all tools, machines, equipment, labor, materials, maintenance of traffic, and incidentals necessary to complete the work required.

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

"RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES"

along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CT, on **Thursday, January 8, 2026** at which time they will be opened and read aloud. 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.



CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) 25-18-PW

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

- I. PURPOSE:** The purpose of RFB 25-18-PW is to secure sealed Bids for providing miscellaneous road striping services to the City.
- II. SCOPE OF WORK:** The Scope of Work will include miscellaneous road striping services for City properties to include: providing all tools, machines, equipment, labor, materials, maintenance of traffic, and incidentals necessary to complete the work required.
- III. BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information identified in the table on Page 2.

Failure to provide any of the above listed mandatory information may result in the rejection of the Bid from consideration.

- IV. SUBMITTAL REQUIREMENTS:** Bids shall be submitted as follows:

- A. See checklist on Page 2.
- B. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on **Thursday, January 8, 2026**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. **One original and one digital copy on a USB drive** shall be submitted in a sealed envelope clearly marked **“RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES”** and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder.

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- C. **Bid Opening.** Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, January 8, 2026 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- D. **Notification.** Questions or requests for Bid documents, plans and specifications regarding RFB 25-18-PW may be directed to the individuals below:

For All Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

E. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.

1. The Bid Committee shall evaluate each responsive bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the bid and quotations from bid submitted and may ask questions to clarify submissions, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) when it serves the best interest of the City.

2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.

3. Reservation of Rights. The City reserves the right to reject any and all bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise bids, to accept the bid or award multiple bids or take any other actions deemed by the City to be in the City's best interest.

F. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverage's, 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 provide for at least thirty days' notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

G. Public Records Requirements. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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.**

- H. Indemnification. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City’s sovereign immunity.
- I. 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.
- J. Contact Prohibition. All prospective Proposers are hereby instructed NOT to contact any member of the City of Destin City Council, City Manager, or any City of Destin staff member other than the City Clerk, or their designated Procurement staff member, regarding this solicitation package, or their 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 shall be cause for rejection of your submittal.
- K. Bid Scoring. Bids will be reviewed by the City’s Bid Committee and scored based on the criteria below. Staff will then recommend the highest ranked bidder to City Council for award.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1 to 5) x2	10 (40%)
Qualifications/Experience (1 to 5)	5 (20%)
Project Approach (1 to 5)	5 (20%)
Past Performance/References (1 to 5)	5 (20%)
TOTAL	25

- L. Scoring Guidance and Criteria Descriptions
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.

Criteria Descriptions (example)

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?

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?
- 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?

M. Procurement Schedule

Tasks	Date
RFB Advertised	Week of November 26, 2025
Last Day for Questions to be Submitted	December 29, 2025
Due Date/Bid Opening	January 8, 2026 at 2pm CT

Tentative Date - Bid Committee Evaluation	January 13, 2026
Tentative Date - City Council Meeting	January 19, 2026
Tentative Date- Notice of Award	Week of January 19, 2026
Tentative Date -Execution of Contract	Week of January 19, 2026
Day 1 of Contract	TBD

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) 25-18-PW
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES**

PART I Bid submitted by:

Company: EMERALD COAST STRIPING

Address: 1961 N. EAST AVE.

City & State: PANAMA CITY, FL ~~32340~~ Zip Code: 32405

Telephone: (850) 215 4875 Email: aric@ecstriping.com

Number of Years in Business: 16 Contact Name ARIC BARLEY

PART II Bidding **RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES**, as follows:

Contractor shall provide proper signs and traffic control measures as per the 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	\$.50	Linear foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$.50	Linear foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$.65	Linear foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$.65	Linear foot
Four-inch (4") solid thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 1.0	Linear foot

AB

Four-inch (4") skip thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 1.0	Linear foot
Six-inch (6") solid thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 1.35	Linear foot
Six-inch (6") skip thermoplastic traffic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 1.35	Linear foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 20.0	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 10.0	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 15.0	Square Foot
Raised Pavement Markers	Material plus installation	\$ 10.0	Each
<i>Please list any additional services with their respective costs below.</i>			
Item	Description	Unit Price	Unit

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 functional signage, lightbars, arrow boards, etc.

To ensure responsiveness, submit this form and all documentation identified in the table on page 2.

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.

City of Destin, Florida RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

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: Arlic Bailey
(Print or Type)

Signature: 

Date of Bid: 12/3/25

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

EXHIBIT B - PUBLIC ENTITIES CRIME 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 for **RFB 25-18-PW, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES.**

2. This sworn statement is submitted by EMERALD COAST STRIPING whose business address is:

1901 N. EAST AVE. PANAMA CITY, FL 32405

and (if applicable) Federal Employer Identification Number (FEIN) is

208743994. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Aric Bailey 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(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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 person of shares constituting a controlling interest in another person, or

a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be deemed a prima facie case that one person controls another. 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.

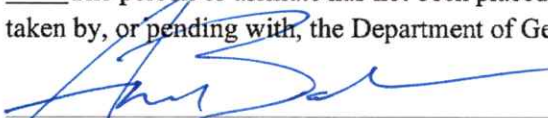
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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.)



Authorized Signature

12 / 3 / 25
Date

STATE OF FLORIDA, COUNTY OF Bay, Aric Bailey
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 3rd day of December, 20 25

, and is personally known to me, or has provided _____ as identification.

Notary Public



My Commission expires: Nov. 1, 2027

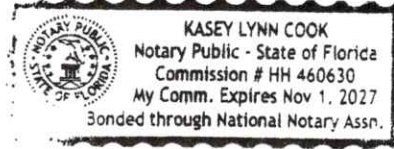


EXHIBIT C - DRUG-FREE WORKPLACE CERTIFICATION

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 contractual services that are under this bid a copy of the statement specified in item 1 above.
4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE:



DATE:

12/3/25

COMPANY:

EMERALD COAST STRIPING

STREET ADDRESS:

1901 N. EAST AVE.

CITY, STATE:

Panama City, FL 32405



EXHIBIT D - 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 Aric Bailey (insert name) as Vice Pres. Int (insert title) on behalf of EMERALD COAST STRIPING (insert entity name) under penalty of perjury hereby attest as follows:

I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

EMERALD COAST STRIPING (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

More particularly, EMERALD COAST STRIPING (insert entity name) does not participate in any of the following actions:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
3. 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;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

Aric Bailey
Signature:
Aric Bailey
Printed Name:
Vice Pres. Int
Title:
20 874 3954
Nongovernmental entity:

Date: 12/8/2025

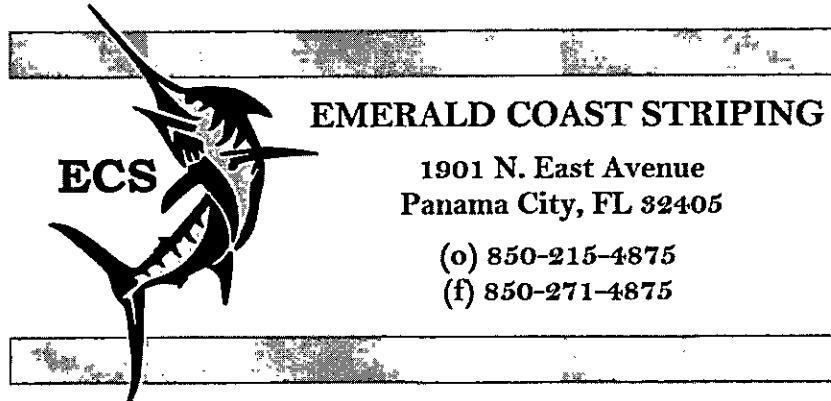
STATE OF FL
COUNTY OF Bay

SWORN TO AND SUBSCRIBED before me in person or remote notarization by
Aric Bailey as Vice President on behalf of
Emerald Coast Striping, who is personally known to me or who produced
as identification this 3rd day of December,
2025.

Kasey Lynn Cook
Notary Public
(Notary Seal)

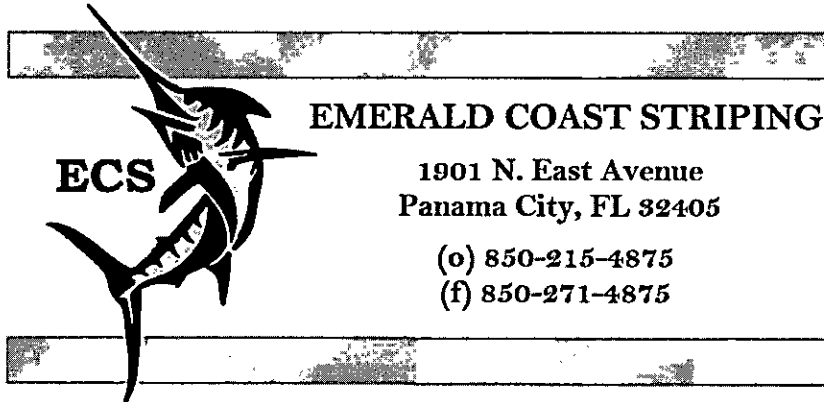


INITIALS AIS



Qualification & Experience

Emerald Coast Striping performs over twenty million dollars of striping work across the state of Florida. ECS installs paint, thermoplastic, rpm's, tape, sealcoat, signage, bollards, and several other task across the state. ECS has an office in Panama City, Pensacola, and Tallahassee. We have four thermoplastic trucks for long line installation, five detail thermoplastic trucks for installing hand work, twelve paint trucks, and many more pieces of misc. equipment. We employ 90 or more team members in the state. If it has to do with roadway markings, we can get it done.



EMERALD COAST STRIPING

1901 N. East Avenue
Panama City, FL 32405

(o) 850-215-4875

(f) 850-271-4875

References

City of Destin

CW Roberts

Anderson Columbia

Panhandle Paving

Road Inc.

City of Panama City

Bay County

Okaloosa County

Escambia County

See next page for job list

EMERALD COAST STRIPING

WIP PANAMA CITY / FOURTH QUARTER 2025

	CONTRACT VALUE	INVOICED	2025	2026
FDOT PRIME				
T2982 (RUMBLE&MOT)	\$1,096,386.90	\$520,953.80	\$575,433.30	\$0.00
E3W70-R1	\$150,000.00	\$0.00	\$40,000.00	\$110,000.00
E3x98	\$16,398.00	\$0.00	\$0.00	\$16,398.00
E3X20-R0	\$657,450.00	\$216,109.00	\$83,503.50	\$357,838.00
TOTAL PRIME	\$1,920,234.90	\$737,062.80	\$698,936.80	\$484,236.00
FDOT SUBCONTRACTOR				
T3714	\$416,201.05	\$138,950.90	\$20,000.00	\$277,230.15
T3841	\$759,277.40	\$36,135.85	\$50,000.00	\$673,141.55
T3783	\$32,786.50	\$11,737.00	\$21,049.00	\$0.00
T3849	\$657,451.00	\$41,434.94	\$75,000.00	\$541,016.06
T3807	\$52,087.08	\$15,519.00	\$0.00	\$36,568.08
E3U76	\$701,067.00	\$22,962.60	\$25,000.00	\$653,104.40
T3788	\$23,804.02	\$0.00	\$0.00	\$23,804.02
T3786	\$266,739.08	\$54,636.22	\$212,102.86	\$0.00
T3869	\$185,125.30	\$51,577.50	\$0.00	\$133,547.80
T3808	\$586,452.70	\$56,765.90	\$75,000.00	\$454,686.80
E3Y15	\$1,298,069.00	\$0.00	\$15,516.00	\$1,282,553.00
T3894	\$542,438.45	\$28,895.25	\$200,000.00	\$313,543.20
T3903	\$264,485.30	\$55,781.35	\$208,703.95	\$0.00
E3V53	\$150,000.00	\$25,711.50	\$20,000.00	\$104,288.50
E3U04	\$77,773.20	\$0.00	\$0.00	\$77,773.20
E3W76	\$39,420.00	\$0.00	\$0.00	\$39,420.00
E3V52	\$200,000.00	\$11,284.90	\$0.00	\$188,715.10
T3852	\$823,502.72	\$0.00	\$100,000.00	\$723,502.72
E3Y53	\$16,215.00	\$8,594.29	\$0.00	\$7,620.71
E3U65	\$15,652.00	\$3,030.00	\$0.00	\$12,622.00
T3938	\$30,118.50	\$0.00	\$0.00	\$30,118.50
T3790	\$18,653.00	\$0.00	\$0.00	\$18,653.00
E3X91	\$153,707.10	\$0.00	\$0.00	\$153,707.10
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FDOT SUBCONTRACTOR	\$7,311,025.40	\$563,017.20	\$1,022,371.81	\$5,745,615.89
AIRPORT				
TAFB Zone 5	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Eglin Airman Leadship s	\$8,435.00	\$0.00	\$0.00	\$8,435.00
TAFB Zone 1	\$318,285.65	\$0.00	\$0.00	\$318,285.65
TAFB Zone 3	\$58,228.00	\$0.00	\$0.00	\$58,228.00
TAFB Eagle Dr Pier	\$3,120.00	\$0.00	\$0.00	\$3,120.00
Eglin Building 425	\$5,950.00	\$0.00	\$0.00	\$5,950.00
Columbus AFB	\$0.00	\$0.00	\$0.00	\$50,000.00
TAFB Zone 7	\$15,777.00	\$0.00	\$0.00	\$15,777.00
TAFB Flightline Shelters	\$90,038.00	\$0.00	\$20,000.00	\$70,038.00
TAFB Flight & Suport	\$302,459.00	\$23,628.22	\$10,000.00	\$292,459.00
TAFB OSS Radar	\$28,616.00	\$0.00	\$0.00	\$28,616.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AIRPORT	\$840,908.65	\$23,628.22	\$30,000.00	\$860,908.65
CITY/COUNTY PROJECTS				
City Of Niceville	\$20,000.00	\$0.00	\$4,000.00	\$16,000.00
Bay County	\$200,000.00	\$152,059.08	\$0.00	\$200,000.00

City Of PCB	\$100,000.00	\$0.00	\$0.00	\$100,000.00
Walton County	\$200,000.00	\$165,936.25	\$0.00	\$200,000.00
Okaloosa County	\$120,000.00	\$55,701.00	\$10,000.00	\$120,000.00
Walton Rd Thermo	\$47,327.00	\$0.00	\$47,327.00	\$0.00
City Of Destin	\$150,000.00	\$121,172.80	\$20,000.00	\$150,000.00
City Of Lynn Haven	\$50,000.00	\$36,673.10	\$0.00	\$50,000.00
City Of Panama City	\$60,000.00	\$58,491.00	\$0.00	\$60,000.00
St Andrews SP	\$109,750.65	\$57,992.95	\$51,757.70	\$0.00
TOTAL COUNTY PROJECTS	\$1,057,077.65	\$648,026.18	\$133,084.70	\$896,000.00

PRIVATE / LOCAL

Game Farm Sub	\$45,279.00	\$0.00	\$0.00	\$45,279.00
LMWS Area 1 Ph 9	\$9,460.00	\$0.00	\$0.00	\$9,460.00
RAS Dirt Pit	\$1,500.00	\$0.00	\$1,500.00	\$0.00
Clarence St Corridor	\$33,797.85	\$0.00	\$0.00	\$33,797.85
Alice Destin	\$34,820.00	\$15,148.00	\$19,672.00	\$0.00
PSJ City Street	\$33,091.00	\$0.00	\$33,091.00	\$0.00
CFA PCB	\$7,525.00	\$0.00	\$7,525.00	\$0.00
Sherman Ave 11th to 15	\$23,805.75	\$0.00	\$23,805.75	\$0.00
FBR Seg 3	\$329,509.00	\$67,208.50	\$50,000.00	\$212,300.50
Hodges Bayou Ph 2&3	\$5,255.00	\$0.00	\$5,255.00	\$0.00
ST2501 streets	\$29,908.00	\$9,308.00	\$0.00	\$20,600.00
Venetian Villa Area F-1	\$17,947.00	\$0.00	\$17,947.00	\$0.00
Magnolia Lane	\$3,916.00	\$0.00	\$3,916.00	\$0.00
Bay high 13th St	\$3,501.00	\$0.00	\$3,501.00	\$0.00
Aldi FWB	\$28,669.00	\$17,474.00	\$11,195.00	\$0.00
Denton Apartments	\$5,032.00	\$0.00	\$0.00	\$5,032.00
Habit Village	\$2,729.00	\$0.00	\$0.00	\$2,729.00
Tarpon Beach	\$22,480.50	\$0.00	\$0.00	\$22,480.50
Starbucks Mariana	\$18,349.30	\$0.00	\$0.00	\$18,349.30
SRF Area U Phase 2	\$24,757.50	\$0.00	\$24,757.50	\$0.00
SRF Area U Phase 1	\$39,705.00	\$0.00	\$39,705.00	\$0.00
Long Ave ph 2	\$23,464.00	\$8,250.00	\$0.00	\$17,214.00
19947 FBR	\$2,500.00	\$0.00	\$0.00	\$2,500.00
Alexandras Park	\$28,404.60	\$0.00	\$0.00	\$28,404.60
OWLS head east	\$2,600.00	\$0.00	\$0.00	\$2,600.00
Liberty Ph 10 & 11	\$53,358.00	\$27,902.00	\$10,000.00	\$15,456.00
Bonifay Resilient Storm	\$32,798.50	\$0.00	\$0.00	\$32,798.50
SRF #44	\$7,787.50	\$0.00	\$0.00	\$7,787.50
Everhome Sults ROW	\$11,507.00	\$0.00	\$0.00	\$11,507.00
FY25 Annual ph 1	\$14,539.00	\$7,716.00	\$6,823.00	\$0.00
JCF Living Magnolia	\$4,800.00	\$0.00	\$0.00	\$4,800.00
Liberty Ph 5A	\$26,259.00	\$0.00	\$0.00	\$26,259.00
Parker Inland Flood	\$10,665.00	\$0.00	\$0.00	\$10,665.00
LMWS Area 1 Ph 4	\$2,400.00	\$0.00	\$0.00	\$2,400.00
SRF Area F-2	\$24,126.00	\$0.00	\$24,126.00	\$0.00
Glendale Fire Station	\$7,974.00	\$0.00	\$0.00	\$7,974.00
7th Street Striping	\$5,435.00	\$0.00	\$5,435.00	\$0.00
CR 183 S Cross Drain	\$9,570.00	\$0.00	\$9,570.00	\$0.00
McDonalds Turnlane	\$19,643.00	\$0.00	\$19,643.00	\$0.00
Venture Out Pavement f	\$110,764.30	\$0.00	\$0.00	\$110,764.30
Tarpon Beach Gulf Fron	\$22,480.50	\$0.00	\$0.00	\$22,480.50
Hospital Dr	\$586,038.20	\$12,786.00	\$0.00	\$573,250.00
CR 393	\$127,465.31	\$20,863.32	\$30,000.00	\$76,801.99
Bonifay Drainage Improv	\$27,225.00	\$0.00	\$0.00	\$27,225.00
CDBG Dr Sub B	\$46,041.50	\$0.00	\$0.00	\$46,041.50
Pier Parking Seal	\$41,193.45	\$0.00	\$41,193.45	\$0.00
St Andrews Jetty	\$56,995.70	\$0.00	\$56,995.70	\$0.00
TOTAL PRIVATE / LOCAL	\$2,027,069.46	\$184,455.82	\$445,656.40	\$1,396,957.04

EMERALD COAST STRIPING

WIP TALLAHASSEE / FOURTH QUARTER 2024

FDOT PRIME	JOB Number	DESCRIPTION	Customer	CONTRACT VALUE			
				CONTRACT VALUE	INVOICED	2023	2024
	248424	T2982 (PAINT, RPMS, THERMO)	FDOT	\$1,391,734.48	\$238,817.40	\$796,117.05	\$796,117.05
					\$0.00		
					\$0.00		
TOTAL PRIME				\$1,391,734.48	\$238,817.40	\$796,117.05	\$796,117.05

FDOT SUBCONTRACTOR				CONTRACT VALUE			
258037	T3916		CW Roberts	\$819,692.97	\$85,638.15	\$433,714.32	\$433,714.32
258025	T3918		CW Roberts	\$711,348.38	\$78,848.33	\$631,502.88	\$631,502.88
248419	E20S1		Anderson Col.	\$334,411.80	\$453,891.48	\$80,520.34	\$80,520.34
258079	T3809		Gorman Cont.	\$21,493.09	\$8,807.78	\$34,883.28	\$34,883.28
258056	T3935		CW Roberts	\$946,136.42	\$42,896.82	\$482,536.50	\$482,536.50
248227	E3X12		Capital Asphalt	\$722,403.72	\$199,776.86	\$522,626.77	\$522,626.77
258029	T3905		Roberts & Roberts	\$224,456.84	\$1,163.50	\$223,293.04	\$223,293.04
258081	T3852		American Sand	\$823,802.72		\$423,826.72	\$423,826.72
258064	E21V4		Pigott Asphalt	\$113,199.00		\$113,199.00	\$113,199.00
248418	T3896		McShea	\$481,899.10	\$238,305.65	\$113,284.33	\$113,284.33
258059	E3Y25		Bridge Masters	\$84,912.00	\$11,638.00	\$52,082.00	\$52,082.00
248236	T3882		CW Roberts	\$187,882.80		\$187,882.80	\$187,882.80
248083	T3881		CW Roberts	\$148,879.30		\$148,879.30	\$148,879.30
248428	T2961		Jenkins Painting	\$11,400.00		\$11,400.00	\$11,400.00
258058	E3X67		Bridge Masters	\$14,004.00	\$21,300.00	\$12,304.80	\$12,304.80
258018	T2966		Jenkins Painting	\$18,828.88	\$73,186.30	\$48,764.68	\$48,764.68
258087	T2A22		Jenkins Painting	\$96,488.38			
						\$0.00	\$0.00
TOTAL FDOT SUBCONTRACTOR				\$8,324,822.68	\$1,364,564.21	\$3,928,892.32	\$3,928,892.32

AIRPORT				CONTRACT VALUE			
		TLH Runway 9-27 Subbed to HI Lite		\$219,400.00	\$0.00	\$219,400.00	\$219,400.00
		TLH Airport Parking		\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
258073		TLH Central Plant Upgrades		\$4,230.00	\$4,230.00	\$18,236.90	\$18,236.90
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AIRPORT				\$247,668.00	\$4,230.00	\$245,736.90	\$245,736.90

CITY/COUNTY PROJECTS				CONTRACT VALUE			
248323		Live Oak Plantation/Timberlane School Rd	COT	\$48,897.00	\$17,847.80	\$27,909.60	\$27,909.60
258036		Wildwood Septic to Sewer, Wakulla Co	North FL Construction	\$29,886.00		\$29,886.00	\$29,886.00
258078		6th Street COT	North Fla Asp	\$80,888.00	\$2,378.00	\$91,213.00	\$91,213.00
258066		Centerville Turn Lanes, Leon Co.	Allen's Excavation	\$23,948.00	\$24,443.00	-495.00	-495.00
258044		Orange & Meridian, Leon co.	Sandco	\$11,750.00		\$11,750.00	\$11,750.00
258085		Tiger Hammock Road, Wakulla Co.	CW Roberts	\$58,486.00		\$58,486.00	\$58,486.00
258086		Habry Street	COT	\$17,968.00		\$17,968.00	\$17,968.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COUNTY PROJECTS				\$280,586.10	\$44,768.80	\$228,629.60	\$228,629.60

PRIVATE / LOCAL				CONTRACT VALUE			
258006		Walaunee Neighborhood	Sandco	\$28,050.00		\$28,050.00	\$28,050.00
258026		FDASC Complex	Sandco	\$87,380.00		\$87,380.00	\$87,380.00
258038		Meadows Retail Lot 6&7	Sandco	\$11,735.00		\$11,735.00	\$11,735.00
258069		Gretna I-10 Inter	North FL Construction	\$38,908.10		\$38,908.10	\$38,908.10
258008		Leon Co Striping	McShea	\$184,876.00	\$41,214.00	\$143,662.00	\$143,662.00
258046		Market Dist. Park	Allen's Excavation	\$102,844.00	\$4,509.00	\$98,335.00	\$98,335.00
258000		NE Lake Munson Septic	Hale Contract	\$41,113.75	\$41,113.75	\$0.00	\$0.00
248183		Miccosukee Road Bridge	Sandco	\$12,399.80	\$8,103.80	\$4,296.00	\$4,296.00
258072		Irvin Ave & 7th	Blue Rok	\$8,830.00		\$8,805.00	\$8,805.00
258048		CR 218	Anderson Col.	\$102,133.80	\$4,782.00	\$97,351.80	\$97,351.80
258003		CR 127	Jenkins Painting	\$129,102.73	\$177,354.20	-48,251.47	-48,251.47
258019		Greensboro CDBG	American Sand	\$28,830.00	\$2,878.00	\$25,952.00	\$25,952.00
258077		FSU Donald Tucker Civic Center	CW Roberts	\$46,630.00	\$11,870.00	\$34,760.00	\$34,760.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PRIVATE / LOCAL				\$808,278.25	\$381,063.14	\$508,213.14	\$508,213.14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2025

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Emerald Coast Striping 1901 N East Avenue Panama City, FL 32405	INSURER A: ACE American Insurance Company	NAIC# 22667
	INSURER B: Arch Specialty Insurance Company	21199
	INSURER C: QBE Specialty Insurance Company	11515
	INSURER D: Navigators Specialty Insurance Company	36056
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W42055929 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G4895828A	09/25/2025	09/25/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 20,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	ISA H11434447	09/25/2025	09/25/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXP1050989-03	09/25/2025	09/25/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WLR C72631419	09/25/2025	09/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Business Auto			140008967	09/25/2025	09/25/2026	Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability includes Ongoing and/or Completed Operations coverage.

Umbrella/Excess Liability follows form and sits excess of the General Liability, Excess Automobile Liability and Employers Liability.
SEE ATTACHED

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 <i>Patricia A. Jones</i>

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Emerald Coast Striping 1901 N East Avenue Panama City, FL 32405	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Coverage for Ohio Employers Liability and Stop-Gap Employers Liability for the states of ND, WA, WY is included under the Workers Compensation policy.

City of Destin is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City of Destin with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Navigators Specialty Insurance Company NAIC#: 36056
 POLICY NUMBER: NY25EXCZOMAHHC EFF DATE: 09/25/2025 EXP DATE: 09/25/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability (\$3M xs of \$2M)	Each Occurrence	\$3,000,000
	Aggregate	\$3,000,000

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**

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
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to the date of loss.	
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.

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.

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
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or agreement executed prior to the date of loss.	Pavement markings and signage for any location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G4895828A

1
Endorsement Number: 29

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

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.

POLICY NUMBER: HDO G4895828A

Endorsement Number: 30 ¹

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

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

<p>Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC			Endorsement Number 28
Policy Symbol HDO	Policy Number G4895828A	Policy Period 09/25/2025 TO 09/25/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition*** to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC			Endorsement Number 5
Policy Symbol ISA	Policy Number H11434447	Policy Period 09/25/2025 TO 09/25/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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.

<p>Named Insured: FRONTLINE ROAD SAFETY HOLDINGS II, LLC</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
--

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.

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC			Endorsement Number 14
Policy Symbol ISA	Policy Number H11434447	Policy Period 09/25/2025 TO 09/25/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number
	Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 TO 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

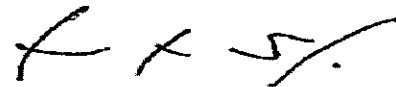
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number
	Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 TO 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

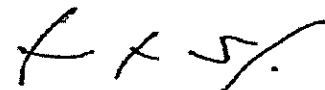
1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS

3. Premium:
The premium charge for this endorsement shall be 2.0 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:



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number
	Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 TO 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

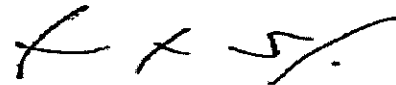
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0



Authorized Representative

Workers' Compensation and Employers' Liability Policy

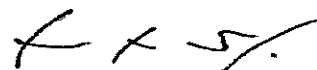
Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number
	Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 TO 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative



sedgwick[™]
Claim Reporting Telephone:
1-888-403-0729

Web Reporting URL:
<https://intake.sedgwick.com/u/3948/intake>
Access Code:
3948smartly!

**** For dates of loss 9/25/2025 and after ****

Coverage	Carrier	Policy Number	Deductible
General Liability	Chubb	HDO G4895828A	\$750,000
Workers Compensation	Chubb	WLR C72631419	\$500,000
Auto Liability <i>3rd party bodily injury, and 3rd party property damage</i>	Chubb	ISA H11434447	\$1,000,000
Auto Physical Damage (1st party)	Starr	ITN100065521125	\$50,000
Property/Equipment*	Starr	ITN100065521125	\$25,000

**Note, if equipment attached to auto incurs damages along with the actual auto, \$50k deductible will apply*

**Continue utilizing your current nurse triage
service until further notice !!**



1-888-449-7787



1-800-903-0840



City of Destin

PROJECT: RFB 25-18-PW Pavement Striping Scoring Summary

SCORE TABULATION SUMMARY SHEET

	Emerald Coast						
Jesse Hernandez	25						
Michael Burgess	23						
Jeff Cozadd	25						
Total Score (Max 75 Pts)	73	0	0	0	0		

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PAVEMENT MARKING AND ROAD STRIPING SERVICES ~~FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEMS~~

On ~~December 16~~January 20, 2025~~6~~, the City Council of THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the bid of ~~FLORIDA PEST CONTROL~~EMERALD COAST STRIPING, herein referred to as the Contractor, to supply ~~fire equipment, alarm monitoring, and life safety system services for certain City-owned and maintained properties~~miscellaneous pavement marking and road striping services on City streets and within City-owned properties. The Contractor's Cost Schedule for the terms of their engagement is included in its entirety by reference at Exhibit "A" as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE FIRE EQUIPMENT, ALARM MONITORING AND LIFE SAFETY SERVICES MISCELLANEOUS ~~MEDIAN AND RIGHT-OF-WAY MAINTENANCE~~-CONTRACT:

1. Entire Contract:

This Contract (the "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 a 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 miscellaneous pavement marking and road striping services on City streets and within City-owned properties~~all applicable fire equipment, alarm monitoring, and life safety services for specific City properties~~. Unit prices for these services are provided in Exhibit "A" of the RFB responses.~~The Scope of Work, herein referred to as the Work, encompasses all descriptive work components described within Exhibit "A."~~

3. Term of Contract and Time Extensions:

This Contract will be in effect from **January 1~~20~~, 2026**, through **December 31, 2028**, and is for supplying the City with fire equipment, alarm monitoring and life safety services.

4. Time for Performance:

The Contractor agrees to provide miscellaneous pavement marking and road striping services on City streets and within City-owned properties ~~fire equipment, alarm monitoring and life safety services~~ to 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~~unit prices as identified in Exhibit "A" submitted by the Contractor.

- a. Requests for Compensation (Invoices) shall be accompanied by the following:
 1. A description of the Work performed and a copy of email (or similar) that initiated said Work was completed per the terms of this agreement;
 2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
 3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

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 on 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 of, 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 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. 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.

12. 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 effected 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.

13. 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.

14. Miscellaneous:

14.1 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 the state courts of Okaloosa County Florida and no-where else.

14.2 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.

14.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive 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.

14.4 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.

14.5 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.

14.6 Anti-Human Trafficking Certification

The Contractor will complete and sign the attached "Anti-Human Trafficking Affidavit" as required of 787.06(13), Florida Statutes as required. This Anti-Human Trafficking Certification is attached hereto as

~~Fire Equipment, Alarm Monitoring and Life Safety Services~~ Miscellaneous Pavement Marking/Road Striping
City of Destin, ~~B&C Fire Inc~~ Emerald Coast Striping.

Exhibit "C."

14.7 Attorney's Fees

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

14.8 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:

As to the City:

Larry Jones
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

~~B&C Fire, Inc.~~ Emerald Coast Striping
~~823 Navy St~~ 1901 N. East Avenue
~~Panama City, FL 32405~~ Fort Walton Beach, FL 32547

14.9 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.

14.10 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a) CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b) The CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c) The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and ~~Fire Equipment, Alarm Monitoring and Life Safety Services~~ Miscellaneous Pavement Marking/Road Striping City of Destin, ~~B&C Fire Inc~~ Emerald Coast Striping.

CONTRACTOR shall immediately terminate the contract with the subcontractor.

d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e) *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 202~~5~~6.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Larry Jones
City Manager

SEAL

As to Legal Form:

Kimberly Kopp
City Attorney

~~B&C Fire, Inc. Emerald Coast Striping~~
CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
_____(Title)

**ANTI-HUMAN TRAFFICKING AFFIDAVIT FOR
FIRE EQUIPMENT, ALARM MONITORING AND LIFE SAFETY SERVICES**

***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.

Fire Equipment, Alarm Monitoring and Life Safety Services
Miscellaneous Pavement Marking/Road Striping
City of Destin, B&C Fire Inc
Emerald Coast Striping.

(signature)

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)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the "City," accepted the bid of Emerald Coast Striping LLC, herein referred to as the "Contractor," to supply miscellaneous road striping 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 ROAD STRIPING 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 road striping 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 Renewals:

This contract will be in effect from October 1, 2020 through September 30, 2021, and is for supplying the City with miscellaneous road striping services. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to a total four times.

4. Time for Performance:

The Contractor agrees to provide road striping 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.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

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 of, 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 Works 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 effected 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 no where 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 is intended nor shall be construed to waive 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 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.

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:

As to the City:

Lance A. Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Emerald Coast Striping LLC
1901 N East Ave
Panama City, FL 32405

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.

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 THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.


IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 28TH day of SEPTEMBER, 2020.

ATTEST:



Rey Bailey
City Clerk


CITY OF DESTIN

By: 


Lance A. Johnson
City Manager

SEAL

As to Legal Form:


Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: 
(Signature)

Eric Bailey
(Printed Name)

Erica Erinson
Witness


Witness

Its: OPERATIONS MANAGER
(Title)



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



ORIGINAL

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	\$ 5.00	Each

Please list any additional services with their respective costs below.

Item	Description	Unit Price	Unit

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

Initials of Bidder: ABJ



ORIGINAL

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: Aric Bailey - operations manager

Signature: 

Date of Bid: 8.13.2020

Note: See RFB Section III (page 5), 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 EXHIBIT A

Initials of Bidder: 

 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

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	\$ 5.00	Each

Please list any additional services with their respective costs below.

Item	Description	Unit Price	Unit

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

Initials of Bidder: AGS

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 01/02/2026

SUBJECT: RFB 25-14-PW, Fire Equipment, Alarm Monitoring, and Life Safety Systems, authorization to execute a contract

I. BACKGROUND: The City issued Request for Bids (RFB) 25-14-PW seeking qualified vendors to provide fire equipment services, alarm monitoring, camera system maintenance, fire suppression inspections, and related life safety services for approximately 20 City-maintained facilities (RFB document is attached). The contract term is three (3) years with two optional one-year renewals, not to exceed five (5) years total.

The scope included:

- Annual facility inspections for fire safety equipment
- Fire extinguisher replacement and recharging
- Semi-annual sprinkler and range hood system inspections
- Alarm monitoring for fire and security systems
- Maintenance and repair of existing camera systems (Turing and Hikvision)
- Ability to install upgraded systems as needed

The RFB was publicly advertised, and all requirements were clearly outlined, including insurance, licensing, certifications, and mandatory forms.

II. DISCUSSION: The City received one bid, submitted by the City's current vendor, B&C Fire Safety, Inc., located in Fort Walton Beach. Their bid package included all mandatory items: completed bid form, insurance documentation, licenses, W-9, public entity crimes statement, drug-free workplace form, and anti-human-trafficking affidavit.

B&C Fire Safety has:

- 51 years in business
- Required Florida fire system and extinguisher servicing licenses
- City of Destin registration
- Local business tax receipt

Their proposal meets the full scope of the RFB. They provide fire safety services to multiple municipal and commercial clients in Okaloosa County, as noted in their organizational background.

Because only one bid was received, the Bid Committee reviewed the submission for responsiveness and completeness. B&C Fire Safety met all requirements outlined in RFB Sections III and IV. Past performance with the City has been very satisfactory, and continuation of service avoids operational disruptions to life safety systems.

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): Costs for this contract are budgeted annually and are distributed to the appropriate funds by facility. The total annual cost will vary based on facility needs, inspection schedules, and repair frequency. Service unit costs have increased around 20% cumulatively versus the unit prices from 2020. See attached spreadsheet for comparisons. We estimate a minimum of \$13,366 for the first 12 months of the contract plus up to \$3900 for ancillary charges that might occur.

Budget Impact

	<u>001.dept.546000</u>
FY 26 Adopted Budget*	422,879
Previous Expenses/Encumbrances	(163,605)
Available Program Budget	259,274
This Agreement +(-)	(17,266)
FY 26 Remaining Program Budget	<u>\$ 242,008</u>

SUMMARY Purchase Order:

PO Line#	base costs	ancillary	Total		
1	\$ 5,590.00	\$ 1,000.00	\$ 6,590.00	City Hall & Annex annual & ancillary	001.5131.546000
2	\$ 186.00	\$ 200.00	\$ 386.00	OCSO Substation	001.5210.546000
3	\$ 186.00	\$ 200.00	\$ 386.00	Harbor Pump Station	001.5370.546000
4	\$ 2,332.00	\$ 500.00	\$ 2,832.00	Library	001.5710.546000
5	\$ 2,630.00	\$ 1,000.00	\$ 3,630.00	Community Center	001.5721.546000
6	\$ 954.00	\$ 500.00	\$ 1,454.00	Morgan Sport Center	001.5722.546000
7	\$ 1,488.00	\$ 500.00	\$ 1,988.00	Parks annual & ancillary costs	001.5726.546000
	<u>\$ 13,366.00</u>	<u>\$ 3,900.00</u>	<u>\$ 17,266.00</u>		

C. Level of Service (LOS): Awarding the contract to B&C Fire Safety maintains an established level of service and ensures:

- Consistent and uninterrupted fire safety compliance
- Continued monitoring and maintenance of life-safety systems
- Vendor familiarity with City buildings and equipment
- Quick response times for repairs and emergencies due to their proximity

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: B&C Fire Safety submitted the sole responsive bid and is fully qualified, licensed, and experienced to provide the required services. They are the City's current provider and have demonstrated dependable performance. Staff recommends awarding RFB 25-14-PW to B&C Fire Safety, Inc. for a three-year term with two optional one-year renewals.

IV. RECOMMENDED MOTION: I move to award RFB 25-14-PW, Fire Equipment, Alarm Monitoring, and Life Safety Systems Services, to B&C Fire Safety, Inc., and authorize the City Manager to negotiate a continuing services contract for a three-year term with two optional one-year renewals and to bring the contract back for Council approval at the first meeting in January 2026.

Attachments:

1. ATT1 RFP 25-14-PW Scoresheet Summary
2. ATT2 RFB 25-14-PW Submission from B&C Fire
3. ATT3 B&C Security Fire Monitoring Original Contract with Price Sheet
4. ATT4 FY22 B&C Fire Security Monitoring Amendment 1
5. ATT5 B&C Fire Safety Original Contract with Price Sheet
6. ATT6 RFB 25-14-PW Cost Comparison 2020 vs 2025
7. ATT 7 "Exhibit A" RFB 25-14-PW City of Destin B&C Fire Safety Security Bid 2025
8. ATT 8 NEW Destin Fire Equipment Alarm Monitoring etc Contract 2026 thru 2028



City of Destin

PROJECT: RFB 25-11-PW Fire Equipment Alarm Monitoring Scoring Summary

SCORE TABULATION SUMMARY SHEET

	B&C Fire						
Steve O'Conner	23						
Lisa Firth	25						
Robert Tomasek	23						
Michael Burgess	21						
Jeff Cozadd	23						
Total Score (Max 100 Pts)	115	0	0	0	0		



823 Navy Street · Fort Walton Beach, FL 32547 · (850) 862-7812 · (850) 863-1516 Fax

City of Destin Bid Package
RFB NO. 25-14-PW

Jessica DeCorte
Jessica@BCFireSafety.com
(850) 865-4330

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[<input checked="" type="checkbox"/>]
Letter of Interest	[<input checked="" type="checkbox"/>]
RFB 25-14-PW (copy)	[<input checked="" type="checkbox"/>]
Completed Bid Form (Exhibit A)	[<input checked="" type="checkbox"/>]
Completed Public Entity Crimes Form (Exhibit B)	[<input checked="" type="checkbox"/>]
Completed Drug-Free Workplace Form (Exhibit C)	[<input checked="" type="checkbox"/>]
Completed Anti-Human Trafficking Affidavit (Exhibit D)	[<input checked="" type="checkbox"/>]
Proof of Workman's Compensation Insurance Documents	[<input checked="" type="checkbox"/>]
Proof of Required Liability Insurance	[<input checked="" type="checkbox"/>]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[<input checked="" type="checkbox"/>]
Copy of State License (if required for job)	[<input checked="" type="checkbox"/>]
Copy of City License (if business office is in Destin)	[<input type="checkbox"/>] X
Qualification and Experience Narrative (no more than 12 pages)	[<input checked="" type="checkbox"/>]
Three References (minimum) to include contact name, organization, project name, and dates.	[<input checked="" type="checkbox"/>]
Addenda (if applicable)	[<input type="checkbox"/>] X
Any other documents as requested	[<input type="checkbox"/>] X

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for **FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES** for City maintained properties for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous fire equipment, alarm monitoring, camera system installation repairs/maintenance services for approximately 20 City maintained properties providing all tools, machines, equipment, labor and incidentals necessary to complete any work required. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. 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

“RFB No. 25-14-PW, FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES CONTINUING SERVICES CONTRACT”

along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CT, on **Thursday, November 20, 2025** at which time they will be opened and read aloud. 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.

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 25-14-PW

**FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES
CONTRACT**

- I. **PURPOSE:** The purpose of RFB No. 25-14-PW is to secure sealed Bids for providing fire equipment, alarm monitoring and life safety system services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include fire equipment, alarm monitoring, camera systems and life safety system services for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
- A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. Each Bid shall contain a completed Drug Free Workplace Certification (Attachment #2)

Failure to provide any of the above listed mandatory information may result in the rejection of the Bid from consideration.

- IV. **SUBMITTAL REQUIREMENTS:** Bids shall be submitted as follows:

- A. See checklist on Page 2.
- B. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, November 20, 2025. Bids

may be mailed or delivered to the Office of the City Clerk at the address below. One original and one digital copy on a USB drive shall be submitted in a sealed envelope clearly marked “**RFB No. 25-14-PW, FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES**” and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder.

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- C. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, November 20, 2025 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- D. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 25-14-PW may be directed to the individuals below:

For All Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

- E. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.
 - 1. The Bid Committee shall evaluate each responsive bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the bid and quotations from bid submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) when it serves the best interest of the City.
 - 2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.
 - 3. Reservation of Rights. The City reserves the right to reject any and all bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise bids, to accept the bid or award multiple bids or take any other actions deemed by the City to be in the City's best interest.

- F. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverage's, 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 provide for at least thirty day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.
- G. Public Records Requirements. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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.

- H. Indemnification. To the fullest extent permitted by law, the contractor/consultant Shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- I. 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.
- J. Contact Prohibition. All prospective Proposers are hereby instructed NOT to contact any member of the City of Destin City Council, City Manager, or any City of Destin staff member other than the City Clerk, or their designated Procurement staff member,

regarding this solicitation package, or their 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 shall be cause for rejection of your submittal.

- K. **Bid Scoring.** Bids will be reviewed by the City's Bid Committee and they will shortlist the top proposal. Staff will then recommend the highest ranked bidder to City Council based on the criteria to determine the lowest, best responsive, and responsible proposer, as listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1 to 5) x2	10 (40%)
Qualifications/Experience (1 to 5)	5 (20%)
Project Approach (1 to 5)	5 (20%)
Past Performance/References (1 to 5)	5 (20%)
TOTAL	25

L. **Scoring Guidance and Criteria Descriptions**

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.

Criteria Descriptions (example)

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?

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?
- 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?

M. Procurement Schedule

Tasks	Date
RFB Advertised	Week of October 20, 2025
Last Day for Questions to be Submitted	November 13, 2025
Due Date/Bid Opening	November 20, 2025 at 2pm CT
Tentative Date - Bid Committee Evaluation	November 25, 2025
Tentative Date - City Council Meeting	December 1, 2025
Tentative Date- Notice of Award	Week of December 1, 2025
Tentative Date -Execution of Contract	Week of December 1, 2025
Day 1 of Contract	January 1, 2026

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 25-14-PW
FIRE-SAFETY EQUIPMENT AND SERVICES**

PART I Bid submitted by:

Company: B&C Fire Safety Inc.

Address: 823 Navy St

City & State: Fort Walton Beach FL Zip Code: 32547

Telephone: (850) 862-7812 Email: Nikki@BCFireSafety.com

Number of Years in Business: 51 Contact Name Nichola DeVore

PART II Bidding RFB No. 25-14-PW, FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES, as follows:

Selected bidder must be able to perform repairs and maintenance to existing fire equipment, fire suppression systems, and camera systems and be capable of installing upgraded systems if requested. Existing camera equipment includes Turing and Hikvision fixtures.

- | <u>ITEM</u> | <u>PRICE</u> |
|---|------------------|
| 1. Labor cost per hour for services | \$ <u>115.00</u> |
| 2. Materials and supplies billed at contractor's price or contractor's price plus <u>20</u> %.
Preference may be given to contractors providing materials at cost. Contractor must supply material invoices with pay requests. | |
| 3. Cost for physically inspecting each building annually to identify Fire equipment and/or other fire safety related deficiencies such as exit lights, panic bars, fire alarm pull handles, emergency lights, fire extinguishers, etc. A detailed report for each facility will be required when submitting an invoice or pay item. Inspections will occur between <u>January 1 - February 28</u> each calendar year. | |

Table 1. List of Facilities requiring equipment and services

Facility Name	Address	Annual Cost
Buck Destin Park	724 Legion Drive	\$ 186.00
City Hall Annex	4100 Indian Bayou Trail	\$ 786.00
City Hall	4200 Indian Bayou Trail	\$ 384.00
Clement Taylor Park	131 Calhoun Avenue	\$ 186.00

Community Center	101 Stahlman Avenue	\$ 768.00
Destin Sports Center Restrooms (by track)	4200 Indian Bayou Trail	\$ 186.00
Destin History & Fishing Museum	108 Stahlman Avenue	\$ 186.00
Destin Library	150 Sibert Avenue	\$ 768.00
Emergency Operations Center	4200 Indian Bayou Trail	\$ 186.00
Harbor Pump Station	725 Gulf Shore Drive	\$ 186.00
Joe's Bayou Boat Ramp	750 Beach Drive	\$ 186.00
June White Decker Park	1950 Scenic Hwy 98	\$ 186.00
Leonard Destin Park	101 Calhoun Ave	\$ N/A
Morgan Sports Center (Main Bldg.)	4200 Indian Bayou Trail	\$ 384.00
Morgan Sports Center (Restrooms)	4200 Indian Bayou Trail	\$ 186.00
Norriego Point Park	1 Gulf Shore Drive	\$ N/A
Public Works/Maintenance Facility	3949 Commons Drive	\$ 384.00
Royal Melvin Park	206 Harbor Boulevard	\$ 186.00
OCSO Substation	107 Stahlman Avenue	\$ 186.00
Shores at Crystal Beach Park	2964 Scenic Hwy 98	\$ 186.00
Tarpon Beach Park*	3310 Scenic Hwy 98	\$ N/A
*This park will be completed in calendar year 2026. The City will provide the selected vendor with a written notice to begin service.		

4. Cost for recharging an extinguisher

2.5# Fire extinguisher	\$ 25.00 ea.
5# Fire extinguisher	\$ 34.00 ea.
10# Fire extinguisher	\$ 42.00 ea.

5. Cost for replacing an extinguisher

2.5# Fire extinguisher	\$ 46.00 ea.
5# Fire extinguisher	\$ 71.00 ea.
10# Fire extinguisher	\$ 113.00 ea.

6. Semi-Annual Fire Sprinkler System Inspections (January & July each calendar year)

Community Center	\$ 190.0 ea. visit
Library	\$ 190.00 ea. visit

7. Semi-Annual Fire System in Range Hood Inspections (January & July each calendar year)

City Hall Annex	\$ 149.00 ea. visit
-----------------	---------------------

Community Center

\$ 149.00 ea. visit

8. Annual Cost for Monitoring Security & Fire Alarm Systems for the following buildings:

City Hall Annex	\$ <u>384.00 Security / 800.00 Fire</u>
City Hall	\$ <u>384.00 Security / 800.00 Fire</u>
Community Center	\$ <u>384.00 Security / 800.00 Fire</u>
Destin Library	\$ <u>384.00 Security / 800.00 Fire</u>
Morgan Sports Center (Main Bldg.)	\$ <u>384.00 Security Only</u>
Public Works Maintenance Facility	\$ <u>384.00 Security / 800.00 Fire</u>

8. Please list any other available services and costs associated with or in addition to the scope of this RFB:

N/A \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

To ensure responsiveness, submit this form and the mandatory information listed in Sections III (Bid Requirements) and IV (Submittal Requirements).

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.

City of Destin, Florida

RFB No. 25-14-PW, FIRE-SAFETY EQUIPMENT AND SERVICES

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: Nichola DeVore
(Print or Type)

Signature: Nichola DeVore

Date of Bid: November 17th 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

EXHIBIT B - PUBLIC ENTITIES CRIME 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 for **RFB 25-10-PW, MISCELLANEOUS CONCRETE CONTINUING SERVICES.**

2. This sworn statement is submitted by B&C Fire Safety Inc. whose business address is:

823 Navy St Fort Walton Beach FL 32547

and (if applicable) Federal Employer Identification Number (FEIN) is

59-1641904. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Nichola DeVore 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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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)

ND 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.

ND 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)

ND 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).

ND 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.)

Nichola DeVore

Authorized Signature

11 / 17 / 2025
Date

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 17th day of November, 2025

, and is personally known to me, or has provided _____ as identification.

Notary Public *Karen R Johnson*

My Commission expires: *April 12, 2029*

KAREN R JOHNSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 652075
MY COMMISSION EXPIRES APR. 12, 2029

KAREN R JOHNSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 652075
MY COMMISSION EXPIRES APR. 12, 2029

EXHIBIT C - 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 contractual services that are under this bid a copy of the statement specified in item 1 above.
4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: Nichola DeVore

DATE: November 17th 2025

COMPANY: B&C Fire Safety Inc.

STREET ADDRESS: 823 Navy St

CITY, STATE: Fort Walton Beach FL 32547

EXHIBIT D - 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 Nichola DeVore (insert name) as President (insert title) on behalf of B&C Fire Safety Inc. (insert entity name) under penalty of perjury hereby attest as follows:

I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

B&C Fire Safety Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

More particularly, B&C Fire Safety Inc. (insert entity name) does not participate in any of the following actions:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
3. 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;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

Nichola DeVore

Signature:

Nichola DeVore

Printed Name:

President

Title:

B&C Fire Safety Inc.

Nongovernmental entity:

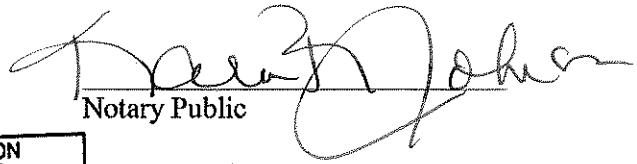
November 17th 2025

Date:

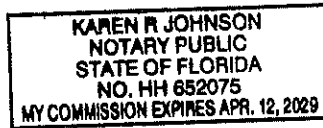
STATE OF Florida

COUNTY OF Okaloosa

SWORN TO AND SUBSCRIBED before me in person or _____ remote notarization by
Nichola DeVore as President on behalf of
B & C Fire Safety Inc, who is personally known to me or who produced
_____ as identification this 17 day of November
2025.



Notary Public



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2025

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 M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson, 300 West Platt Street Tampa, FL 33606	CONTACT NAME: Waldorff Insurance	FAX (A/C, No): 850-581-4930	
	PHONE (A/C, No, Ext): 850-581-4925	E-MAIL ADDRESS: certificates@waldorffinsurance.com	
INSURED B & C Fire Safety, Inc. 823 Navy Street Fort Walton Beach, FL 32547-2129	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		85202
	INSURER B: Auto-Owners Insurance Company		18988
	INSURER C: Bridgefield Casualty Ins. Co.		10335
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 237936** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	GL252440R02	05-02-2025	05-02-2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	5174951000	05-02-2025	05-02-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		<input checked="" type="checkbox"/>	EX251550R02	05-02-2025	05-02-2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	19648918	06-27-2025	06-27-2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	General Liability		<input checked="" type="checkbox"/>	GL252440R02	05-02-2025	05-02-2026	ERRORS AND OMISSIONS 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

City of Destin 4100 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

**Request for Taxpayer
 Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
B & C Fire Safety, Inc

2 Business name/disregarded entity name, if different from above
B & C Fire Safety, Inc

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.
823 NAVE ST

6 City, state, and ZIP code
Fort Walton Beach, FL 32547

7 List account number(s) here (optional)

8 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

59	-	164	/	904
----	---	-----	---	-----

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **Nicholas Nelson** Date ▶ _____

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.

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

PRE-ENGINEERED SYSTEM PERMIT
OFFICIAL COPY

THIS CERTIFIES THAT: Walter L Alligood, Jr.
EMPLOYER: B & C FIRE SAFETY, Inc.
823 Navy Street
Ft Walton Beach FL 32547
LICENSE NUMBER: 063557-0008-1985

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of pre-engineered systems. Excludes service, repair, installation, or inspection of any type of Halon Pre-Engineered System.

Issue Date: 01/01/2024
Type: 09
Class: 04
County: Okaloosa
License/Permit #: 063557-0001-1985
Expiration Date: 12/31/2025



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE EXTINGUISHER PERMIT
OFFICIAL COPY

THIS CERTIFIES THAT: Nichola S. DeVore
EMPLOYER: B & C FIRE SAFETY, Inc.
823 Navy Street
Ft Walton Beach FL 32547
LICENSE NUMBER: FED20-000062

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of portable Fire Extinguishers, as applicable. The person named in this permit shall not perform work any more extensive than the Employer named herein.

Issue Date: 01/01/2024
Type: 09
Class: 01
County: Okaloosa
License/Permit #: FEP20-000450
Expiration Date: 12/31/2025




Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: B & C Fire Safety, Inc.
17657 Cordova PL
Panama City Beach FL 32413

QUALIFIER: Walter L Alligood, Jr.

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, repair, install or inspect all types Pre-Engineered Fire Extinguishing Systems. Excludes any service, recharge, repair, installation or inspection of any type of Halon System.

Issue Date: 01/01/2024
Type: 07
Class: 04
County: Bay
License/Permit #: FED22-000023
Expiration Date: 12/31/2025



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: B & C Fire Safety, Inc.
17657 Cordova Place
Panama City Beach FL 32413

QUALIFIER: Nichola S. DeVore

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, recharge, repair, install, or inspect all types of Fire Extinguishers including recharging carbon dioxide units, and to conduct hydrostatic tests on all types of fire extinguishers including carbon Dioxide Units. Excludes any service, recharge, repair, installation or inspection of any type of Halon Extinguisher.

Issue Date: 01/01/2024
Type: 07
Class: 01
County: Bay
License/Permit #: FED22-000022
Expiration Date: 12/31/2025



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Walter L Alligood, Jr.
823 Navy Street
Ft Walton Beach FL 32547
BUSINESS ORGANIZATION: B & C FIRE SAFETY, Inc.

Contractor I includes the execution of contracts requiring the ability, experience, knowledge, science, and skill to intelligently layout, fabricate, install, inspect, alter, repair, or service all types of Fire Protection Systems, excluding Pre-Engineered Systems.

Issue Date: 07/01/2024
Type: 07
Class: 10
County: Okaloosa
License/Permit #: 926145-0001-2007
Expiration Date: 06/30/2026



Jimmy Patronis
Chief Financial Officer



REGISTRATION

Registration Number: CR-423

CITY OF DESTIN

THIS CERTIFIES THAT

Zachary Housley

is registered to do

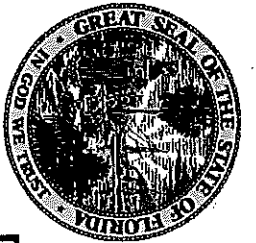
Fire Protection Systems - State Competency Certificate/License

work in the CITY OF DESTIN under the name of

B & C Fire Safety

BUILDING INSPECTOR REPRESENTATIVE

Expiration Date 6/30/2026



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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



HOUSLEY, ZACHARY EUGENE

B & C FIRE SAFETY, INC
823 NAVY ST
FORT WALTON BEACH FL 32547

LICENSE NUMBER: EF20001763

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

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.





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: B & C FIRE SAFETY INC

ACCOUNT NUMBER: 7588

EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 110410709620

TYPE OF BUSINESS: Regulated

BUSINESS ADDRESS: 823 NAVY STREET

FORT WALTON BEACH, FL 32547

Paid
07/10/2024

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**

B & C FIRE SAFETY INC
823 NAVY STREET
FT WALTON BCH, FL 32547

SCAN WITH
PHONE
TO RENEW



THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-24010609 35.00 07/10/2024

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to \$250.

ANNUAL RENEWAL OPTIONS

ONLINE
OkaloosaTax.com

Echeck is **FREE!**

MAIL
P.O. Box 1390
Niceville, FL 32588

DROP BOX
Located at each
office location

PHONE
850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to Ben Anderson Tax Collector
When providing a check as payment, you authorize us to either ¹use information from your check to make a one time electronic fund transfer from your account or ²process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED



Echeck
it's **FREE!**



Check



Cash



Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at okaloosa.county-taxes.com/public and then select the *Request a change to your Business Tax Account* link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at Okaloosatax.com/CloseBusinessTaxAccount/ to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX (#829)** from your mobile device.



- A. See enclosed
- B. 46 years
- C. 823 Navy St., Fort Walton Beach, FL, 32547
- D. B&C Fire Safety of Fort Walton Beach is a locally owned family operated company which specializes in all facets of fire protection products and services. Our clients are comprised of commercial, industrial, residential, food service, hospitality and defense contractor entities. We also provide service to local, state and federal governments such as Okaloosa County and Eglin AFB just to name a few. Our life safety protection services include the design, installation, inspection and maintenance of fire extinguishers, fire sprinkler systems, fire alarm/monitoring systems as well as all types fire suppression systems. Our territory spans the entire Florida Panhandle from Tallahassee to Perdido Key. B&C Fire Safety has recently celebrated its 46th year of operation and is sustaining rapid growth.

Recently, B&C Fire Safety was the sole provider of all Fire Safety Inspection services for the City of Destin. Due to this our team already has an exceptional working knowledge of all life safety systems at each location which will prevent minimal down-time due to lack of familiarity. We are very excited about the opportunity to once again partner with The City of Destin.
- E. As mentioned above B&C Fire Safety is currently providing numerous services to a multitude of clients. This allows us to maintain an extensive team of seasoned technicians and support staff to ensure that all clients both new and old receive the attention and quality they deserve.
- F. B&C Fire Safety always maintains a teamwork of on-call technicians that can be available within a 2-hour window for any emergency call 24/7. Routine maintenance/inspections are usually scheduled in advance for your convenience.



REFERENCE

FOR: B & C Fire and Safety

LOCATION: Fort Walton Beach, FL

DATE: 4/22/2025

CUSTOMER SINCE: 4/2/2019-Current

RATING: A+

RANKING: 19 OUT OF 765

AWARDS: Achievement Award (2019, 2020, 2021, 2022, 2023, 2024);
PAD Award 2025 (Top 5%)

NOTES: Very good customer. Always pays on time and provides exceptional service and installation to clients. Comes highly recommended and desired to do business with. B&C has grown exponentially year over year every year since 2019. They have won numerous awards and have been requested to sit on Potter's Round Table Council.

Respectfully,

Derrick R. Jenkins
Southeast Regional Sales Manager
678-756-0509



"Proudly Celebrating over 45 years of serving the Florida Panhandle"

Customer References

Destin Fort Walton Intl. Airport

1701 Hwy 85
Eglin AFB
Contact: Terry Mace
850-974-2410

Destin Commons

4300 Legendary Dr.
Destin, FL 32541
David Sweetman
850-269-5701

Grand Panama

11807 Front Beach Rd.
Panama City Beach, FL 32413
Contact: Doug Counts
850-527-0403

The Venue Emerald Coast Apartments

4211 Commons Dr. W
Destin, FL 32541
Contact: Fallon Hasty
850-460-7601

Pier Park

600 Pier Park Dr.
Panama City Beach, FL 32413
Contact: Martin Horak
(850) 236-9974

Rosemary Beach

5 Main Street
Rosemary Beach, FL 32461
Contact: Jim Tyson
850-502-4266

Alys Beach

52 Butterwood Alley
Alys Beach, FL 32416
Contact: Mary Jones
850-213-5509

Okaloosa County Schools

Fort Walton Beach, FL 32548
Contact: Bobby Belcher
850-833-3534 / 850-865-9372

Grand Boulevard Sandestin

215 Grand Blvd Suite 102
Sandestin, FL 32550
Contact: Bill Bubel
850-837-3099

Ocean City Wright Fire District

233 NE Racetrack Rd.
Fort Walton Beach, FL 32547
Contact: Mark Bundrick 850-862-1185

Hurlburt Field (USAF)

Hurlburt Field AFB
Mary Esther, FL 32544
Contact: Nathaniel Burfield
(850) 230-0074

Jade East Condominium

36468 Emerald Coast Pkwy
Destin, FL 32541
Kathleen Cresee
(850) 428-3119

Silver Sands Outlet Mall

10562 Emerald Coast Pkwy W
Miramar Beach, FL 32550
Contact: Jeremy Murrin
(850) 654-9771 x 2212

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS SECURITY & FIRE MONITORING
CONTINUING SERVICES CONTRACT**

On JULY 6, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of B&C Fire Safety, herein referred to as the **Contractor**, to supply miscellaneous security and fire monitoring services for certain City-owned and maintained 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 SECURITY AND FIRE MONITORING 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 miscellaneous security and fire monitoring services for specific 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 Time Extensions:

This contract will be in effect from **September 1, 2020** through **September 30, 2021** and is for supplying the City with miscellaneous security and fire monitoring services. Upon the agreement of both parties, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide miscellaneous security and fire monitoring services to 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.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of the document (such as an email) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who

performed billable Work.

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 of, 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 Works Director or designee. The Public Works 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 Works 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 effected 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 no where 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 is 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 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.

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 Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Pt. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 11TH day of AUGUST, 2020.



Rey Bailey
City Clerk

CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman
Kyle Bauman, Esq.
City Attorney

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:

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- 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.

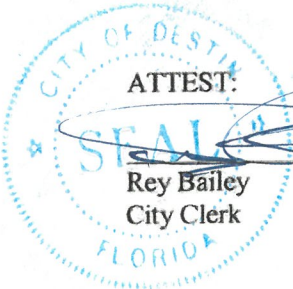
As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Ft. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.



ATTEST:

Rey Bailey
City Clerk

SEAL

CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

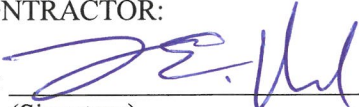
As to Legal Form:

Kyle Bauman, Esq.
City Attorney

B&C Fire Safety, Inc.

CONTRACTOR:

By:


(Signature)

(Printed Name)

ZACHARY E. HOUSLEY

Its:

BUSINESS DEV. MGR.
(Title)

Witness



Witness



EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 20-07-PS
MISCELLANEOUS SECURITY & FIRE MONITORING CONTINUING SERVICES
CONTRACT

PART I Bid submitted by:

Company: B&C Fire Safety, Inc.
Address: 823 Navy Street
City & State: Fort Walton Beach, FL Zip Code: 32547
Telephone: (850) 862-7812 Email: zack@bcfiresafety.com
Number of Years in Business: 45 Contact Name Zack Housley

PART II Bidding RFB No. 20-07-PS, Miscellaneous Security & Fire Monitoring Continuing Services Contract, as follows:

Selected bidder must be able to monitor and perform repairs/maintenance to existing alarm equipment and be capable of installing upgrades or expand existing systems if requested.

<u>ITEM</u>	<u>PRICE</u>
1. Labor cost per hour for repairs/maintenance/installation/etc.	\$ <u>95.00</u>
2. Materials and supplies billed at contractor's price or contractor's price plus _____ %. Preference may be given to contractors providing materials at cost. Contractor must supply material invoices with pay requests.	<u>15</u> %
3. Annual Cost for Monitoring Security & Fire Alarm Systems for the following buildings:	
City Hall Annex	\$ <u>640.00/yr</u>
City Hall	\$ <u>320.00/yr (security)</u>
Community Center	\$ <u>640.00/yr</u>
Destin Library	\$ <u>640.00/yr.</u>
Morgan Sports Center (Main Bldg.)	\$ <u>320.00/yr (security)</u>
Public Works Maintenance Facility	\$ <u>320.00/yr (security)</u>

11. Please list any other available services and costs associated to Miscellaneous Security & Fire Monitoring:

<u>Cellular Monitoring for all locations</u>	\$ <u>See addendum titled "cellular monitoring conversion."</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

**AMENDMENT NO. 1 TO
MISCELLANEOUS SECURITY & FIRE MONITORING CONTRACT
BETWEEN
CITY OF DESTIN
AND
B&C FIRE SAFETY INC.**

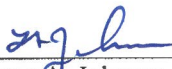
THIS AMENDMENT is made and entered into this twenty-first day of December 2020, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **B&C Fire Safety, Inc.** (hereinafter referred to as "CONTRACTOR"), to amend the Miscellaneous Security and Fire Monitoring Services Contract dated August 11, 2020; and

NOW, THEREFORE, the CITY and the CONTRACTOR further amend the agreement as follows:

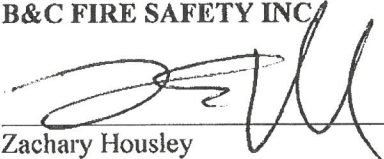
1. City Hall Fire Monitoring: CONTRACTOR will provide Fire Monitoring services for Destin City Hall for \$540 per year.
2. Public Works Facility: CONTRACTOR will provide Fire Monitoring services for the Destin Public Works facility for \$540 per year.
3. The cost of annual Monitoring Services for each facility will be prorated as appropriate for the remainder of FY21.

IN WITNESS WHEREOF, the City and Contractor, through their duly authorized representatives, execute this Amendment.

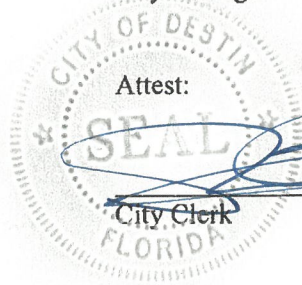
CITY OF DESTIN

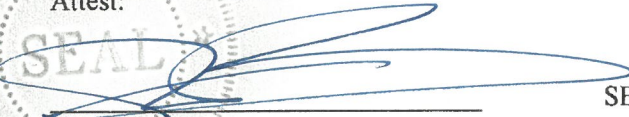


Lance A. Johnson
City Manager

B&C FIRE SAFETY INC


Zachary Housley
Business Development Manager



Attest:


City Clerk

SEAL

EXHIBIT
None

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS FIRE SAFETY EQUIPMENT
CONTINUING SERVICES CONTRACT**

On JULY 6, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of B&C Fire Safety, herein referred to as the **Contractor**, to supply miscellaneous fire safety equipment services for certain City-owned and maintained 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 FIRE SAFETY EQUIPMENT

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 miscellaneous fire safety equipment services for specific 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 Time Extensions:

This contract will be in effect from **September 1, 2020** through **September 30, 2021** and is for supplying the City with miscellaneous fire safety equipment services. Upon the agreeance of both parties, in each parties' sole discretion, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide miscellaneous fire safety equipment services to 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.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of the document (such as an email) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

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 of, 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 Works Director or

designee. The Public Works 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 Works 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 effected 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 no where 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 is 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 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.

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.

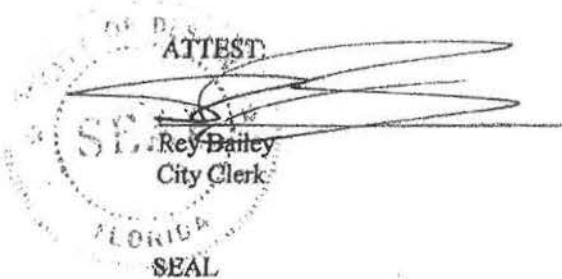
As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Ft. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 11TH day of AUGUST, 2020.



CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

As to Legal Form:

Kyle Bauman
Kyle Bauman, Esq.
City Attorney

B&C Fire Safety, Inc.

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.

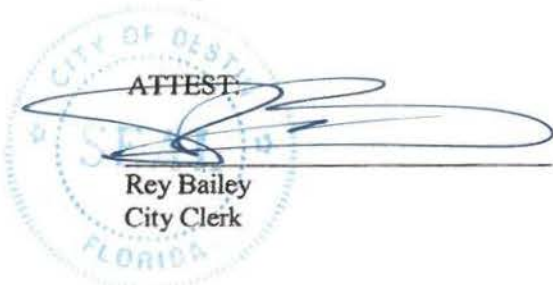
As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Ft. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.



SEAL

CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

B&C Fire Safety, Inc.

CONTRACTOR:

By:

(Signature)

ZACHARY HOUSLEY
(Printed Name)

Its:

(Title)

BUSINESS DEV. MGR

Witness

Witness

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 20-06-PS
MISCELLANEOUS FIRE SAFETY CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: B&C Fire Safety, Inc.
Address: 823 Navy Street
City & State: Ft. Walton Beach, FL Zip Code: 32547
Telephone: (850) 226-9991 Email: zach@bcfiresafety.com
Number of Years in Business: 46 Contact Name Zach Housley

PART II Bidding RFB No. 20-06-PS, Miscellaneous Fire Safety Continuing Services Contract, as follows:

Selected bidder must be able to perform repairs and maintenance to existing fire equipment and fire suppression systems and capable of installing upgraded systems if requested.

<u>ITEM</u>	<u>PRICE</u>
1. Labor cost per hour for repairs	\$ <u>90.00</u>
2. Materials and supplies billed at contractor's price or contractor's price plus <u>15</u> %. Preference may be given to contractors providing materials at cost. Contractor must supply material invoices with pay requests.	
3. Cost for physically inspecting each building annually to identify Fire equipment and/or other fire safety related deficiencies such as exit lights, panic bars, fire alarm pull handles, emergency lights, fire extinguishers, etc. A detailed report for each facility will be required when submitting an invoice or pay item. Inspections will occur between <u>January 1 - February 28</u> each calendar year.	
Buck Destin Park	\$ <u>155.00</u>
City Hall Annex	\$ <u>780.00</u>
City Hall	\$ <u>155.00</u>
Clement Taylor Park	\$ <u>155.00</u>
Community Center	\$ <u>780.00</u>
Destin Elementary Bathrooms (next to track)	\$ <u>155.00</u>
Destin Museum	\$ <u>155.00</u>
Emergency Operations Center	\$ <u>155.00</u>

Harbor Pump Station	\$ <u>155.00</u>
Joe's Bayou Boat Ramp	\$ <u>155.00</u>
June White Decker Park	\$ <u>155.00</u>
Destin Library	\$ <u>780.00</u>
Morgan Sports Center (Main Bldg.)	\$ <u>155.00</u>
Morgan Sports Center (Bathrooms near Little League)	\$ <u>155.00</u>
Public Works Maintenance Facility	\$ <u>155.00</u>
Sheriff's Office	\$ <u>155.00</u>
Shores at Crystal Beach	\$ <u>155.00</u>

7. Cost for recharging an extinguisher

2.5# Fire extinguisher	\$ <u>21.00</u> ea.
5# Fire extinguisher	\$ <u>29.00</u> ea.
10# Fire extinguisher	\$ <u>35.00</u> ea.

8. Cost for replacing an extinguisher

2.5# Fire extinguisher	\$ <u>38.00</u> ea.
5# Fire extinguisher	\$ <u>59.00</u> ea.
10# Fire extinguisher	\$ <u>94.00</u> ea.

9. Semi-Annual Fire Sprinkler System Inspections (**January & July each calendar year**)

Community Center	\$ <u>159.00</u> ea. visit
Library	\$ <u>159.00</u> ea. visit

10. Semi-Annual Fire System in Range Hood Inspections (**January & July each calendar year**)

City Hall Annex	\$ <u>100.00</u> ea. visit
Community Center	\$ <u>100.00</u> ea. visit

11. Please list any other available services and costs associated to Miscellaneous Fire Safety:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

City of Destin, FL
Department of Public Works & Emergency Management
Cost Comparison of Fire Safety and Monitoring (2020 vs proposed 2025)

	2020 Pricing	2025 Pricing	% Difference	Comments
Labor per Hour	\$ 90.00	\$ 115.00	28%	
Material and Supplies Mark-Up	15%	20%	5%	
Annual Fire Safety Inspections (existing Facilities)	2020 Pricing	2025 Pricing	% Difference	Comments
Buck Destin Park	\$ 155.00	\$ 186.00	20%	
City Hall Annex	\$ 780.00	\$ 786.00	1%	
City Hall Annex	\$ 155.00	\$ 384.00	148%	
Clement Taylor Park	\$ 155.00	\$ 186.00	20%	
Community Center	\$ 780.00	\$ 768.00	-2%	
Destin Elementary Bathrooms (by track)	\$ 155.00	\$ 186.00	20%	
Emergency Operations Center Building	\$ 155.00	\$ 186.00	20%	
Harbor Pump Station	\$ 155.00	\$ 186.00	20%	
Joe's Bayou Boat Ramp	\$ 155.00	\$ 186.00	20%	
June White Decker Park	\$ 155.00	\$ 186.00	20%	
Destin Public Library	\$ 780.00	\$ 768.00	-2%	
Morgan Sports Center (main bldg)	\$ 155.00	\$ 384.00	148%	
Morgan Sports Center Restrooms	\$ 155.00	\$ 186.00	20%	
Public Works Maintenance Facility	\$ 155.00	\$ 384.00	148%	
Sheriff's Office	\$ 155.00	\$ 186.00	20%	
Shore at Crystal Beach	\$ 155.00	\$ 186.00	20%	
Leonard Destin Park	\$ -	\$ -	N/A	TBD
Norriego Point Park	\$ -	\$ -	N/A	TBD
Royal Melvin Park (new to contract)	\$ -	\$ 186.00	N/A	
Tarpon Beach Park	\$ -	\$ -	N/A	TBD
Total	\$ 4,355.00	\$ 5,520.00	27%	
Re-Charging an Extinguisher	2020 Pricing	2025 Pricing	% Difference	Comments
2.5#	\$ 21.00	\$ 25.00	19%	
5#	\$ 29.00	\$ 34.00	17%	
10#	\$ 35.00	\$ 42.00	20%	
Replacing an Extinguisher	2020 Pricing	2025 Pricing	% Difference	Comments
2.5#	\$ 38.00	\$ 46.00	21%	
5#	\$ 59.00	\$ 71.00	20%	
10#	\$ 94.00	\$ 113.00	20%	
Annual Cost for Semi-Annual Fire Sprinkler System Inspections	2020 Pricing	2025 Pricing	% Difference	Comments
Community Center	\$ 318.00	\$ 380.00	19%	2020- \$159 each visit, 2025- \$190 each visit
Library	\$ 318.00	\$ 380.00	19%	2020- \$159 each visit, 2025- \$190 each visit
Annual Cost for Semi Annual Fire Sys, Range Hood Inspections	2020 Pricing	2025 Pricing	% Difference	Comments
City Hall Annex	\$ 200.00	\$ 298.00	49%	2020- \$100 each visit, 2025- \$149 each visit
Community Center	\$ 200.00	\$ 298.00	49%	2020- \$100 each visit, 2025- \$149 each visit
Annual Cost for Monitoring Security & Fire Alarm Systems	2020 Pricing	2025 Pricing	% Difference	Comments

EXHIBIT A



823 Navy Street · Fort Walton Beach, FL 32547 · (850) 862-7812 · (850) 863-1516 Fax

City of Destin Bid Package RFB NO. 25-14-PW

Jessica DeCorte
Jessica@BCFireSafety.com
(850) 865-4330

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[<input checked="" type="checkbox"/>]
Letter of Interest	[<input checked="" type="checkbox"/>]
RFB 25-14-PW (copy)	[<input checked="" type="checkbox"/>]
Completed Bid Form (Exhibit A)	[<input checked="" type="checkbox"/>]
Completed Public Entity Crimes Form (Exhibit B)	[<input checked="" type="checkbox"/>]
Completed Drug-Free Workplace Form (Exhibit C)	[<input checked="" type="checkbox"/>]
Completed Anti-Human Trafficking Affidavit (Exhibit D)	[<input checked="" type="checkbox"/>]
Proof of Workman's Compensation Insurance Documents	[<input checked="" type="checkbox"/>]
Proof of Required Liability Insurance	[<input checked="" type="checkbox"/>]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[<input checked="" type="checkbox"/>]
Copy of State License (if required for job)	[<input checked="" type="checkbox"/>]
Copy of City License (if business office is in Destin)	[<input type="checkbox"/>] X
Qualification and Experience Narrative (no more than 12 pages)	[<input checked="" type="checkbox"/>]
Three References (minimum) to include contact name, organization, project name, and dates.	[<input checked="" type="checkbox"/>]
Addenda (if applicable)	[<input type="checkbox"/>] X
Any other documents as requested	[<input type="checkbox"/>] X

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for **FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES** for City maintained properties for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous fire equipment, alarm monitoring, camera system installation repairs/maintenance services for approximately 20 City maintained properties providing all tools, machines, equipment, labor and incidentals necessary to complete any work required. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. 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

“RFB No. 25-14-PW, FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES CONTINUING SERVICES CONTRACT”

along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CT, on **Thursday, November 20, 2025** at which time they will be opened and read aloud. 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.

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 25-14-PW

**FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES
CONTRACT**

- I. **PURPOSE:** The purpose of RFB No. 25-14-PW is to secure sealed Bids for providing fire equipment, alarm monitoring and life safety system services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include fire equipment, alarm monitoring, camera systems and life safety system services for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
- A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. Each Bid shall contain a completed Drug Free Workplace Certification (Attachment #2)

Failure to provide any of the above listed mandatory information may result in the rejection of the Bid from consideration.

- IV. **SUBMITTAL REQUIREMENTS:** Bids shall be submitted as follows:
- A. See checklist on Page 2.
 - B. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, November 20, 2025. Bids

may be mailed or delivered to the Office of the City Clerk at the address below. One original and one digital copy on a USB drive shall be submitted in a sealed envelope clearly marked “**RFB No. 25-14-PW, FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES**” and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder.

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- C. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, November 20, 2025 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- D. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 25-14-PW may be directed to the individuals below:

For All Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

- E. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.
 - 1. The Bid Committee shall evaluate each responsive bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the bid and quotations from bid submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) when it serves the best interest of the City.
 - 2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.
 - 3. Reservation of Rights. The City reserves the right to reject any and all bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise bids, to accept the bid or award multiple bids or take any other actions deemed by the City to be in the City's best interest.

- F. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverage's, 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 provide for at least thirty day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.
- G. Public Records Requirements. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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.

- H. Indemnification. To the fullest extent permitted by law, the contractor/consultant Shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- I. 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.
- J. Contact Prohibition. All prospective Proposers are hereby instructed NOT to contact any member of the City of Destin City Council, City Manager, or any City of Destin staff member other than the City Clerk, or their designated Procurement staff member,

regarding this solicitation package, or their 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 shall be cause for rejection of your submittal.

- K. **Bid Scoring.** Bids will be reviewed by the City's Bid Committee and they will shortlist the top proposal. Staff will then recommend the highest ranked bidder to City Council based on the criteria to determine the lowest, best responsive, and responsible proposer, as listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1 to 5) x2	10 (40%)
Qualifications/Experience (1 to 5)	5 (20%)
Project Approach (1 to 5)	5 (20%)
Past Performance/References (1 to 5)	5 (20%)
TOTAL	25

L. **Scoring Guidance and Criteria Descriptions**

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.

Criteria Descriptions (example)

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?

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?
- 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?

M. Procurement Schedule

Tasks	Date
RFB Advertised	Week of October 20, 2025
Last Day for Questions to be Submitted	November 13, 2025
Due Date/Bid Opening	November 20, 2025 at 2pm CT
Tentative Date - Bid Committee Evaluation	November 25, 2025
Tentative Date - City Council Meeting	December 1, 2025
Tentative Date- Notice of Award	Week of December 1, 2025
Tentative Date -Execution of Contract	Week of December 1, 2025
Day 1 of Contract	January 1, 2026

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 25-14-PW
FIRE-SAFETY EQUIPMENT AND SERVICES**

PART I Bid submitted by:

Company: B&C Fire Safety Inc.

Address: 823 Navy St

City & State: Fort Walton Beach FL Zip Code: 32547

Telephone: (850) 862-7812 Email: Nikki@BCFireSafety.com

Number of Years in Business: 51 Contact Name Nichola DeVore

PART II Bidding RFB No. 25-14-PW, FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEM SERVICES, as follows:

Selected bidder must be able to perform repairs and maintenance to existing fire equipment, fire suppression systems, and camera systems and be capable of installing upgraded systems if requested. Existing camera equipment includes Turing and Hikvision fixtures.

<u>ITEM</u>	<u>PRICE</u>
1. Labor cost per hour for services	\$ <u>115.00</u>
2. Materials and supplies billed at contractor's price or contractor's price plus _____ 20 ____%. Preference may be given to contractors providing materials at cost. Contractor must supply material invoices with pay requests.	
3. Cost for physically inspecting each building annually to identify Fire equipment and/or other fire safety related deficiencies such as exit lights, panic bars, fire alarm pull handles, emergency lights, fire extinguishers, etc. A detailed report for each facility will be required when submitting an invoice or pay item. Inspections will occur between <u>January 1 - February 28</u> each calendar year.	

Table 1. List of Facilities requiring equipment and services

Facility Name	Address	Annual Cost
Buck Destin Park	724 Legion Drive	\$ 186.00
City Hall Annex	4100 Indian Bayou Trail	\$ 786.00
City Hall	4200 Indian Bayou Trail	\$ 384.00
Clement Taylor Park	131 Calhoun Avenue	\$ 186.00

Community Center	101 Stahlman Avenue	\$ 768.00
Destin Sports Center Restrooms (by track)	4200 Indian Bayou Trail	\$ 186.00
Destin History & Fishing Museum	108 Stahlman Avenue	\$ 186.00
Destin Library	150 Sibert Avenue	\$ 768.00
Emergency Operations Center	4200 Indian Bayou Trail	\$ 186.00
Harbor Pump Station	725 Gulf Shore Drive	\$ 186.00
Joe's Bayou Boat Ramp	750 Beach Drive	\$ 186.00
June White Decker Park	1950 Scenic Hwy 98	\$ 186.00
Leonard Destin Park	101 Calhoun Ave	\$ N/A
Morgan Sports Center (Main Bldg.)	4200 Indian Bayou Trail	\$ 384.00
Morgan Sports Center (Restrooms)	4200 Indian Bayou Trail	\$ 186.00
Norriego Point Park	1 Gulf Shore Drive	\$ N/A
Public Works/Maintenance Facility	3949 Commons Drive	\$ 384.00
Royal Melvin Park	206 Harbor Boulevard	\$ 186.00
OCSO Substation	107 Stahlman Avenue	\$ 186.00
Shores at Crystal Beach Park	2964 Scenic Hwy 98	\$ 186.00
Tarpon Beach Park*	3310 Scenic Hwy 98	\$ N/A
*This park will be completed in calendar year 2026. The City will provide the selected vendor with a written notice to begin service.		

4. Cost for recharging an extinguisher

2.5# Fire extinguisher	\$ 25.00 ea.
5# Fire extinguisher	\$ 34.00 ea.
10# Fire extinguisher	\$ 42.00 ea.

5. Cost for replacing an extinguisher

2.5# Fire extinguisher	\$ 46.00 ea.
5# Fire extinguisher	\$ 71.00 ea.
10# Fire extinguisher	\$ 113.00 ea.

6. Semi-Annual Fire Sprinkler System Inspections (January & July each calendar year)

Community Center	\$ 190.0 ea. visit
Library	\$ 190.00 ea. visit

7. Semi-Annual Fire System in Range Hood Inspections (January & July each calendar year)

City Hall Annex	\$ 149.00 ea. visit
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Community Center

\$ 149.00 ea. visit

8. Annual Cost for Monitoring Security & Fire Alarm Systems for the following buildings:

City Hall Annex	\$ <u>384.00 Security / 800.00 Fire</u>
City Hall	\$ <u>384.00 Security / 800.00 Fire</u>
Community Center	\$ <u>384.00 Security / 800.00 Fire</u>
Destin Library	\$ <u>384.00 Security / 800.00 Fire</u>
Morgan Sports Center (Main Bldg.)	\$ <u>384.00 Security Only</u>
Public Works Maintenance Facility	\$ <u>384.00 Security / 800.00 Fire</u>

8. Please list any other available services and costs associated with or in addition to the scope of this RFB:

N/A \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

To ensure responsiveness, submit this form and the mandatory information listed in Sections III (Bid Requirements) and IV (Submittal Requirements).

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.

City of Destin, Florida

RFB No. 25-14-PW, FIRE-SAFETY EQUIPMENT AND SERVICES

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: Nichola DeVore
(Print or Type)

Signature: Nichola DeVore

Date of Bid: November 17th 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

EXHIBIT B - PUBLIC ENTITIES CRIME 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 for **RFB 25-10-PW, MISCELLANEOUS CONCRETE CONTINUING SERVICES.**

2. This sworn statement is submitted by B&C Fire Safety Inc. whose business address is:

823 Navy St Fort Walton Beach FL 32547

and (if applicable) Federal Employer Identification Number (FEIN) is

59-1641904. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Nichola DeVore 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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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)

ND 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.

ND 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)

ND 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).

ND 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.)

Nichola DeVore

Authorized Signature

11 / 17 / 2025
Date

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 17th day of November, 2025

, and is personally known to me, or has provided _____ as
identification.

Notary Public



My Commission expires: April 12, 2029

KAREN R JOHNSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 652075
MY COMMISSION EXPIRES APR. 12, 2029

KAREN R JOHNSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 652075
MY COMMISSION EXPIRES APR. 12, 2029

EXHIBIT C - 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 contractual services that are under this bid a copy of the statement specified in item 1 above.
4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: Nichola DeVore

DATE: November 17th 2025

COMPANY: B&C Fire Safety Inc.

STREET ADDRESS: 823 Navy St

CITY, STATE: Fort Walton Beach FL 32547

EXHIBIT D - 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 Nichola DeVore (insert name) as President (insert title) on behalf of B&C Fire Safety Inc. (insert entity name) under penalty of perjury hereby attest as follows:

I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

B&C Fire Safety Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

More particularly, B&C Fire Safety Inc. (insert entity name) does not participate in any of the following actions:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
3. 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;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

Nichola DeVore

Signature:

Nichola DeVore

Printed Name:

President

Title:

B&C Fire Safety Inc.

Nongovernmental entity:

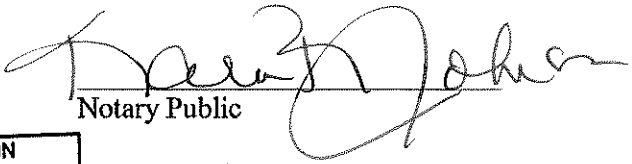
November 17th 2025

Date:

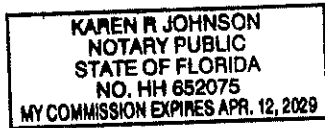
STATE OF Florida

COUNTY OF Okaloosa

SWORN TO AND SUBSCRIBED before me in person or _____ remote notarization by
Nichola DeVore as President on behalf of
B & C Fire Safety Inc, who is personally known to me or who produced
_____ as identification this 17 day of November
2025.



Notary Public



(Notary Seal)

**Request for Taxpayer
 Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
B & C Fire Safety, Inc

2 Business name/disregarded entity name, if different from above
B & C Fire Safety, Inc

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.
823 NAVE ST

6 City, state, and ZIP code
Fort Walton Beach, FL 32547

7 List account number(s) here (optional)

8 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

59	-	164	/	904
----	---	-----	---	-----

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► **Nicholas Nelson** Date ► _____

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.

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

PRE-ENGINEERED SYSTEM PERMIT
OFFICIAL COPY

THIS CERTIFIES THAT: Walter L Alligood, Jr.
EMPLOYER: B & C FIRE SAFETY, Inc.
823 Navy Street
Ft Walton Beach FL 32547
LICENSE NUMBER: 063557-0008-1985

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of pre-engineered systems. Excludes service, repair, installation, or inspection of any type of Halon Pre-Engineered System.

Issue Date: 01/01/2024
Type: 09
Class: 04
County: Okaloosa
License/Permit #: 063557-0001-1985
Expiration Date: 12/31/2025



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE EXTINGUISHER PERMIT
OFFICIAL COPY

THIS CERTIFIES THAT: Nichola S. DeVore
EMPLOYER: B & C FIRE SAFETY, Inc.
823 Navy Street
Ft Walton Beach FL 32547
LICENSE NUMBER: FED20-000062

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of portable Fire Extinguishers, as applicable. The person named in this permit shall not perform work any more extensive than the Employer named herein.

Issue Date: 01/01/2024
Type: 09
Class: 01
County: Okaloosa
License/Permit #: FEP20-000450
Expiration Date: 12/31/2025




Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: B & C Fire Safety, Inc.
17657 Cordova PL
Panama City Beach FL 32413
QUALIFIER: Walter L Alligood, Jr.

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, repair, install or inspect all types Pre-Engineered Fire Extinguishing Systems. Excludes any service, recharge, repair, installation or inspection of any type of Halon System.

Issue Date: 01/01/2024
Type: 07
Class: 04
County: Bay
License/Permit #: FED22-000023
Expiration Date: 12/31/2025




Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: B & C Fire Safety, Inc.
17657 Cordova Place
Panama City Beach FL 32413

QUALIFIER: Nichola S. DeVore

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, recharge, repair, install, or inspect all types of Fire Extinguishers including recharging carbon dioxide units, and to conduct hydrostatic tests on all types of fire extinguishers including carbon Dioxide Units. Excludes any service, recharge, repair, installation or inspection of any type of Halon Extinguisher.

Issue Date: 01/01/2024
Type: 07
Class: 01
County: Bay
License/Permit #: FED22-000022
Expiration Date: 12/31/2025



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Walter L Alligood, Jr.
823 Navy Street
Ft Walton Beach FL 32547
BUSINESS ORGANIZATION: B & C FIRE SAFETY, Inc.

Contractor I includes the execution of contracts requiring the ability, experience, knowledge, science, and skill to intelligently layout, fabricate, install, inspect, alter, repair, or service all types of Fire Protection Systems, excluding Pre-Engineered Systems.

Issue Date: 07/01/2024
Type: 07
Class: 10
County: Okaloosa
License/Permit #: 926145-0001-2007
Expiration Date: 06/30/2026



Jimmy Patronis
Chief Financial Officer



REGISTRATION

Registration Number: CR-423

CITY OF DESTIN

THIS CERTIFIES THAT

Zachary Housley

is registered to do

Fire Protection Systems - State Competency Certificate/License

work in the CITY OF DESTIN under the name of

B & C Fire Safety

BUILDING INSPECTOR REPRESENTATIVE

Expiration Date 6/30/2026



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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



HOUSLEY, ZACHARY EUGENE

B & C FIRE SAFETY, INC
823 NAVY ST
FORT WALTON BEACH FL 32547

LICENSE NUMBER: EF20001763

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

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.





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: B & C FIRE SAFETY INC

ACCOUNT NUMBER: 7588

EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 110410709620

TYPE OF BUSINESS: Regulated

BUSINESS ADDRESS: 823 NAVY STREET

FORT WALTON BEACH, FL 32547

Paid
07/10/2024

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**

B & C FIRE SAFETY INC
823 NAVY STREET
FT WALTON BCH, FL 32547

SCAN WITH
PHONE
TO RENEW



THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-24010609 35.00 07/10/2024

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to \$250.

ANNUAL RENEWAL OPTIONS

ONLINE
OkaloosaTax.com

Echeck is **FREE!**

MAIL
P.O. Box 1390
Niceville, FL 32588

DROP BOX
Located at each
office location

PHONE
850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to Ben Anderson Tax Collector
When providing a check as payment, you authorize us to either ¹use information from your check to make a one time electronic fund transfer from your account or ²process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED



Echeck
it's **FREE!**



Check



Cash



Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at okaloosa.county-taxes.com/public and then select the *Request a change to your Business Tax Account* link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at Okaloosatax.com/CloseBusinessTaxAccount/ to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX (#829)** from your mobile device.



- A. See enclosed
- B. 46 years
- C. 823 Navy St., Fort Walton Beach, FL, 32547
- D. B&C Fire Safety of Fort Walton Beach is a locally owned family operated company which specializes in all facets of fire protection products and services. Our clients are comprised of commercial, industrial, residential, food service, hospitality and defense contractor entities. We also provide service to local, state and federal governments such as Okaloosa County and Eglin AFB just to name a few. Our life safety protection services include the design, installation, inspection and maintenance of fire extinguishers, fire sprinkler systems, fire alarm/monitoring systems as well as all types fire suppression systems. Our territory spans the entire Florida Panhandle from Tallahassee to Perdido Key. B&C Fire Safety has recently celebrated its 46th year of operation and is sustaining rapid growth.

Recently, B&C Fire Safety was the sole provider of all Fire Safety Inspection services for the City of Destin. Due to this our team already has an exceptional working knowledge of all life safety systems at each location which will prevent minimal down-time due to lack of familiarity. We are very excited about the opportunity to once again partner with The City of Destin.
- E. As mentioned above B&C Fire Safety is currently providing numerous services to a multitude of clients. This allows us to maintain an extensive team of seasoned technicians and support staff to ensure that all clients both new and old receive the attention and quality they deserve.
- F. B&C Fire Safety always maintains a teamwork of on-call technicians that can be available within a 2-hour window for any emergency call 24/7. Routine maintenance/inspections are usually scheduled in advance for your convenience.



REFERENCE

FOR: B & C Fire and Safety

LOCATION: Fort Walton Beach, FL

DATE: 4/22/2025

CUSTOMER SINCE: 4/2/2019-Current

RATING: A+

RANKING: 19 OUT OF 765

AWARDS: Achievement Award (2019, 2020, 2021, 2022, 2023, 2024);
PAD Award 2025 (Top 5%)

NOTES: Very good customer. Always pays on time and provides exceptional service and installation to clients. Comes highly recommended and desired to do business with. B&C has grown exponentially year over year every year since 2019. They have won numerous awards and have been requested to sit on Potter's Round Table Council.

Respectfully,

Derrick R. Jenkins
Southeast Regional Sales Manager
678-756-0509



"Proudly Celebrating over 45 years of serving the Florida Panhandle"

Customer References

Destin Fort Walton Intl. Airport

1701 Hwy 85
Eglin AFB
Contact: Terry Mace
850-974-2410

Destin Commons

4300 Legendary Dr.
Destin, FL 32541
David Sweetman
850-269-5701

Grand Panama

11807 Front Beach Rd.
Panama City Beach, FL 32413
Contact: Doug Counts
850-527-0403

The Venue Emerald Coast Apartments

4211 Commons Dr. W
Destin, FL 32541
Contact: Fallon Hasty
850-460-7601

Pier Park

600 Pier Park Dr.
Panama City Beach, FL 32413
Contact: Martin Horak
(850) 236-9974

Rosemary Beach

5 Main Street
Rosemary Beach, FL 32461
Contact: Jim Tyson
850-502-4266

Alys Beach

52 Butterwood Alley
Alys Beach, FL 32416
Contact: Mary Jones
850-213-5509

Okaloosa County Schools

Fort Walton Beach, FL 32548
Contact: Bobby Belcher
850-833-3534 / 850-865-9372

Grand Boulevard Sandestin

215 Grand Blvd Suite 102
Sandestin, FL 32550
Contact: Bill Bubel
850-837-3099

Ocean City Wright Fire District

233 NE Racetrack Rd.
Fort Walton Beach, FL 32547
Contact: Mark Bundrick 850-862-1185

Hurlburt Field (USAF)

Hurlburt Field AFB
Mary Esther, FL 32544
Contact: Nathaniel Burfield
(850) 230-0074

Jade East Condominium

36468 Emerald Coast Pkwy
Destin, FL 32541
Kathleen Cresee
(850) 428-3119

Silver Sands Outlet Mall

10562 Emerald Coast Pkwy W
Miramar Beach, FL 32550
Contact: Jeremy Murrin
(850) 654-9771 x 2212

CITY OF DESTIN, FLORIDA

CONTRACT

FIRE EQUIPMENT, ALARM MONITORING, AND LIFE SAFETY SYSTEMS

On ~~December 16~~January 20, 2025~~6~~, the City Council of THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the bid of ~~FLORIDA PEST CONTROL~~B&C FIRE INC., herein referred to as the Contractor, to supply fire equipment, alarm monitoring, and life safety system services for certain City-owned and maintained properties. The Contractor's Cost Schedule for the terms of their engagement is included in its entirety by reference at Exhibit "A" as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE FIRE EQUIPMENT, ALARM MONITORING AND LIFE SAFETY SERVICES ~~MISCELLANEOUS—MEDIAN—AND—RIGHT-OF-WAY MAINTENANCE~~ CONTRACT:

1. Entire Contract:

This Contract (the "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 a 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 fire equipment, alarm monitoring, and life safety services for specific City properties. The Scope of Work, herein referred to as the Work, encompasses all descriptive work components described within Exhibit "A."

3. Term of Contract and Time Extensions:

This Contract will be in effect from **January 120, 2026**, through **December 31, 2028**, and is for supplying the City with fire equipment, alarm monitoring and life safety services.

4. Time for Performance:

The Contractor agrees to provide fire equipment, alarm monitoring and life safety services to 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 Exhibit "A" submitted by the Contractor.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work was completed per the terms of this agreement;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who

Fire Equipment, Alarm Monitoring and Life Safety Services
City of Destin, B&C Fire Inc.

performed billable Work.

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 on 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 of, 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 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. 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.

12. 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 effected 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.

13. 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.

14. Miscellaneous:

14.1 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 the state courts of Okaloosa County Florida and no-where else.

14.2 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.

14.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive 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.

14.4 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.

14.5 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.

14.6 Anti-Human Trafficking Certification

The Contractor will complete and sign the attached "Anti-Human Trafficking Affidavit" as required of 787.06(13), Florida Statutes as required. This Anti-Human Trafficking Certification is attached hereto as Exhibit "C."

14.7 Attorney's Fees

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

14.8 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:

As to the City:

Larry Jones
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire, Inc.
823 Navy St
Fort Walton Beach, FL 32547

14.9 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.

14.10 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a) CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor’s affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b) The CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c) The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that

Fire Equipment, Alarm Monitoring and Life Safety Services
City of Destin, B&C Fire Inc.

Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e) *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 202~~5~~6.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Larry Jones
City Manager

SEAL

As to Legal Form:

Kimberly Kopp
City Attorney

B&C Fire, Inc.
CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

**ANTI-HUMAN TRAFFICKING AFFIDAVIT FOR
FIRE EQUIPMENT, ALARM MONITORING AND LIFE SAFETY SERVICES**

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.

(signature)

Printed Name: _____

Title: _____

Nongovernmental entity: _____

Fire Equipment, Alarm Monitoring and Life Safety Services
City of Destin, B&C Fire Inc.

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)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

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

DATE: January 14, 2026

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

A. Link to Strategic Goals / Objectives: 1. 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. Informational only.

Attachments:

1. 2026 0112 Capital Project Status

CAPITAL PROJECT STATUS REPORT

last updated: 1/12/2026 5:22 PM

highlighted projects have grants

Project ID	Project Name	Revised Budget \$	Actual \$	Encumbrances \$	Remaining Balance \$	Status	Notes
100018	EN615-Cross-Town Connector	\$ 6,618,214.08	\$ 483,237.90	\$ 467,362.01	\$ 5,667,614.17	in progress	Phase 1 (strmwtr) to be completed end of January Phase 2 (road) contract entered negotiations Jan 2026.
500028	BOCC-CrossTown Construction	\$ 3,300,000.00	\$ 638,278.42	\$ 233,680.99	\$ 2,428,040.59	in progress	See 100018 above.
500055	State-FDOT TRIP-CrossTown Construction	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	in progress	See 100018 above.
100023	HURRC-Hurricane Response	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00		For hurricane season (May to Oct).
100028	LB002-Library Remodel w/impact fees	\$ 250,000.00	\$ 4,862.50	\$ 20,495.00	\$ 224,642.50	not started	Working with DAG to design growth necessitated remodel at a reasonable budget (under \$300k).
100029	LBOOK-Library Annual additions to collections	\$ 65,925.00	\$ 12,648.58	\$ -	\$ 53,276.42	in progress	
100038	RC127-Pickleball Courts	\$ 375,000.00	\$ 101,534.46	\$ 197,778.79	\$ 75,686.75	in progress	Estimated completion March 2026. Consider applying balance to install lighting est \$25k.
500015	State-FDEP-Pickleball Court Construction	\$ 50,000.00	\$ 14,737.93	\$ 35,262.07	\$ -	in progress	See 100038 above.
500047	TDC 12.5% -Pickleball	\$ 300,000.00	\$ 75,013.38	\$ 224,986.62	\$ -	in progress	See 100038 above.
100040	RC132-Morgan - Batting Cage	\$ 218,481.53	\$ 121,635.34	\$ 4,974.00	\$ 91,872.19	nearly complete	Consider applying balance to lighting for batting cages.
100041	RC216-Clement Taylor Park Renovations	\$ 939,911.17	\$ 259,652.33	\$ 678,158.84	\$ 2,100.00	in progress	Estimated completion December 2026.
500009	Fed-RESTORE-Clement Taylor Park Renovations	\$ 729,918.00	\$ 236,764.58	\$ 493,153.42	\$ -	in progress	See 100041 above.
100058	SW56-Mattie Kelly Naturewalk Outfall	\$ 200,000.00	\$ 1,730.00	\$ 14,705.00	\$ 183,565.00	in progress	Estimated completion March 2026.
500056	State-FDEP-Mattie Kelly Outfall	\$ 1,000,000.00	\$ 66,427.87	\$ 481,822.38	\$ 451,749.75		See 100058 above.
100063	TRSAF-Intersection Safety	\$ 100,000.00	\$ 3,500.00	\$ 28,571.10	\$ 67,928.90	in progress	Programmed by public works & safety committee.
100064	UNDER-Undergrounding	\$ 6,054,382.34	\$ 86,196.00	\$ 5,818,195.34	\$ 149,991.00	in progress	On schedule. Conduit installation 90% complete. Next is switching (april-sept) and wreck-out (oct-dec).

100072	DREDG-Dredge Harbor	\$ 516,625.00	\$ 36,409.48	\$ 323,457.52	\$ 156,758.00	in progress	NTP issued. Pre-construction meeting held 1/12/26. Estimated completion March 2026.
500013	State-FDEP-Dredging Op Grant	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -		See 100072 above.
500027	BOCC-Dredging Op Grant	\$ 400,000.00	\$ -	\$ 378,241.00	\$ 21,759.00		See 100072 above.
100073	SW60-4 Prong Lake Stormwater	\$ 600,000.00	\$ -	\$ -	\$ 600,000.00	in progress	HOA completed 30% design and secured one permit. City contacting continuing services contractors to work towards 100% design.
500014	State-FDEP-4Prong Lake Outfall	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	in progress	See 100073 above.
500TBD	BOCC-4Prong Lake Outfall	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	in progress	See 100073 above.
100075	Dalton Threadgill infield artificial turf	\$ 264,250.00	\$ 51,899.30	\$ 74,818.75	\$ 139,772.22	in progress	Prep work 90% complete. ForeverLawn arrives mid Jan to install drainage and turf.
500052	Private Donor-Dalton Threadgill infield artificial turf	\$ 122,237.50	\$ 47,418.45	\$ -	\$ 72,578.78	in progress	See 100075 above.
100076	Dalton Threadgill Athletic Field LED Lighting	\$ 53,650.00	\$ -	\$ -	\$ 53,650.00	not started	
500053	Private Donor-Dalton Threadgill LED Field Lighting	\$ 93,166.00	\$ -	\$ -	\$ 93,166.00	not started	
100077	Annex Office Space	\$ 76,000.00	\$ -	\$ 7,320.20	\$ 68,679.80	in progress	Doors/windows ordered to arrive March 2026
100078	John Deere Gator Public Works Irrigation, Signs, Sidewalks	\$ 25,000.00	\$ 22,644.98	\$ -	\$ 2,355.02	completed	New gator arrived Dec 2025. New technician started work Dec 2025.
500025	BOCC-Crystal Beach Park CIP	\$ 1,488,965.00	\$ -	\$ 1,488,965.00	\$ 1,488,965.00	in progress	
500029	TDC 12.5%-Crystal Beach Park CIP	\$ 440,808.00	\$ -	\$ 440,808.00	\$ 440,808.00	in progress	
500026	BOCC-Tarpon Beach Park CIP	\$ 1,197,000.00	\$ -	\$ 1,197,000.00	\$ 1,197,000.00	in progress	Under construction. Estimated completion Summer 2026.
500030	TDC 12.5%-Tarpon Beach Park CIP	\$ 1,197,000.00	\$ -	\$ 1,197,000.00	\$ 1,197,000.00	in progress	See 500026 above.
500050	Youth Literacy Grant 2025-2026	\$ 4,000.00	\$ 2,043.82	\$ -	\$ 1,956.18	in progress	
100012	CRH60-Pedestrian Pathway Under Marler Bridge	\$ 72,996.80	\$ 16,509.30	\$ -	\$ 56,487.50		
100069	CRT17-Destin Multi-Use Trail	\$ -	\$ -	\$ -	\$ -		90% design complete. Attaining easements.
500023	State-FDOT-Destin Linear Multi-Use Trail Main to Airport Approp	\$ 6,335.72	\$ 6,335.72	\$ -	\$ -		See 100069 above.

100043	RR051-General Government Renew/Replace	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	not started	Funding to replace an HVAC uni.
100046	RR054-Roads, Sidewalks, Street Lighting Renew/Replace	\$ 5,875,793.08	\$ 302.20	\$ 2,436,771.83	\$ 3,438,719.05	in progress	\$2.4m of roadways in process, to be completed by March 2026. Remaining \$3.4m of roadways to be brought to Council for approval.
100047	RR571-Library Renewal/Replacement	\$ 140,316.00	\$ -	\$ -	\$ 140,316.00	not started	Funding to replace sod, paint, monument sign.
100049	RR573-Recreation Renewal/Replacement	\$ 903,150.00	\$ 26,030.50	\$ 15,000.00	\$ 862,119.50	in progress	Funding to replace MSC sod.
100048	RR572-Parks Renewal/Replacement	\$ 32,565.00	\$ -	\$ -	\$ 32,565.00	in progress	
100052	RRV57-Parks & Recreation Replacement Vehicles	\$ 91,798.60	\$ -	\$ -	\$ 91,798.60	in progress	
500044	TDC 12.5%-FY25+ Beachfront Park Operations	\$ 662,780.00	\$ 109,493.02	\$ 4,331.55	\$ 548,955.43	in progress	
500011	State-FDEP-Leonard Destin Park Ops	\$ 174,197.66	\$ 34,428.99	\$ 1,132.27	\$ 138,636.40	in progress	
GRAND TOTAL		\$ 38,856,466.48	\$ 2,459,735.05	\$ 16,363,991.68	\$ 24,356,512.75		

<https://okaloosaclerk.com/board-services/tourist-development-tax/>

At bottom of the Okaloosa Clerk's page see link:

Click here to get the monthly [Tourist Tax Collection Report](#).

OR:

<https://app.powerbigov.us/view?r=eyJrIjoiNGQxNjBiMjktOTk3OC00ODgxLTg3MzYtZmI1YjhlZThlN2E1IiwidCI6IjQwYWI4ZmUzLTMyOTctNDc4Zi04MmVhLTJkYmRhMWIwZmJkOSJ9>

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October-November 2024 vs October-November 2025) are cumulatively 0.35% lower.

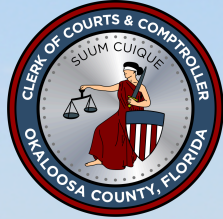
- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. 2025 11 Tourism Development Tax



Okaloosa County Tourist Development Tax *by Collection Period*

Current District Collections

Month	FY 2024	FY 2025	FY 2026
October	\$3,104,434.54	\$2,882,494.23	\$2,772,196.11
November	\$2,817,644.95	\$2,744,408.73	\$2,806,397.27
December	\$1,123,537.23	\$1,056,631.8	
January	\$848,975.18	\$834,198.98	
February	\$865,902.01	\$803,267.99	
March	\$1,239,716.77	\$1,075,118.53	
April	\$3,334,225.23	\$3,127,492.55	
May	\$3,040,430.64	\$3,335,970.07	
June	\$4,402,002.89	\$4,546,078.79	
July	\$7,753,471.53	\$7,206,474.75	
August	\$7,886,473.71	\$8,263,961.85	
September	\$4,137,162.14	\$4,201,446.63	

Total Collections

(*6% in both districts as of April 2025)

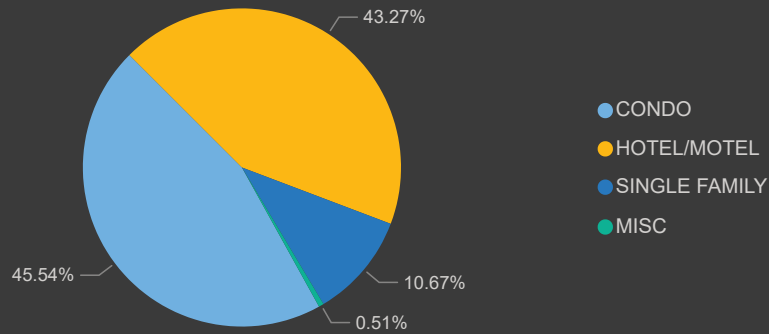
Month	FY 2022	FY 2023	FY2024	FY2025	FY2026	% (+/-)
October	\$2,913,700.21	\$3,589,406.50	\$3,276,277.33	\$3,073,596.99	\$2,973,682.96	-3.25%
November	\$2,177,346.70	\$2,621,154.46	\$2,981,714.82	\$2,929,750.21	\$3,008,918.94	2.70%
December	\$1,074,763.79	\$1,089,937.11	\$1,295,378.95	\$1,185,806.78		
January	\$1,064,654.14	\$931,847.14	\$965,864.62	\$953,612.43		
February	\$556,796.53	\$999,193.36	\$992,358.91	\$928,043.55		
March	\$1,039,092.04	\$1,314,722.67	\$1,383,812.10	\$1,210,448.11		
April	\$2,692,226.18	\$3,182,995.16	\$3,537,060.80	\$3,370,435.65		
May	\$3,408,715.29	\$3,945,677.01	\$3,277,373.73	\$3,589,085.08		
June	\$3,899,435.84	\$4,371,375.99	\$4,664,414.06	\$4,846,191.46		
July	\$6,297,203.38	\$7,444,227.38	\$8,085,782.32	\$7,645,337.57		
August	\$7,793,594.82	\$9,061,643.07	\$8,258,198.74	\$8,720,439.40		
September	\$3,957,847.73	\$4,232,351.93	\$4,356,757.53	\$4,451,410.66		
Total	\$36,875,376.65	\$42,784,531.78	\$43,074,993.91	\$42,904,157.89	\$5,982,601.90	

Expanded District Collections

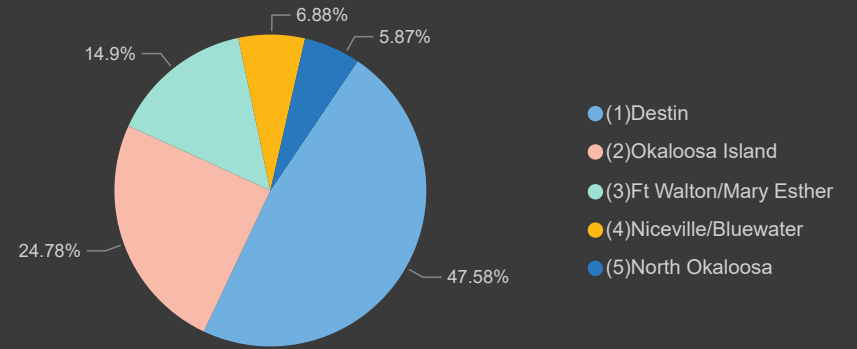
Month	FY2024	FY2025	FY2026
October	\$171,842.79	\$191,102.76	\$201,486.85
November	\$164,069.87	\$185,341.48	\$202,521.67
December	\$171,841.72	\$129,174.98	
January	\$116,889.44	\$119,413.45	
February	\$126,456.9	\$124,775.56	
March	\$144,095.33	\$135,329.58	
April	\$202,835.57	\$242,943.1	
May	\$236,943.09	\$253,115.01	
June	\$262,411.17	\$300,112.67	
July	\$332,310.79	\$438,862.82	
August	\$371,725.03	\$456,477.55	
September	\$219,595.39	\$249,964.03	

Reporting Period is always the month before the Collection Period

Rental Type

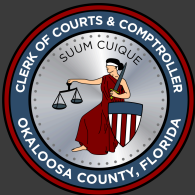


Area



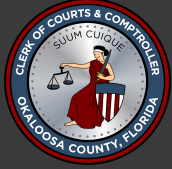
Rental Type	Current District	Expanded District	Total
CONDO	7,563	21	7,584
HOTEL/MOTEL	4,659	2,547	7,206
SINGLE FAMILY	1,479	298	1,777
MISC	47	38	85
Total	13,748	2,904	16,652

District	Current District	Expanded District	Total
(1)Destin	7,923		7,923
(2)Okaloosa Island	4,126		4,126
(3)Ft Walton/Mary Esther	1,699	782	2,481
(4)Niceville/Bluewater		1,145	1,145
(5)North Okaloosa		977	977
Total	13,748	2,904	16,652



Number of Units Reporting





Collection Period FY2025
Gross Receipts & Tax Due by Rental Type

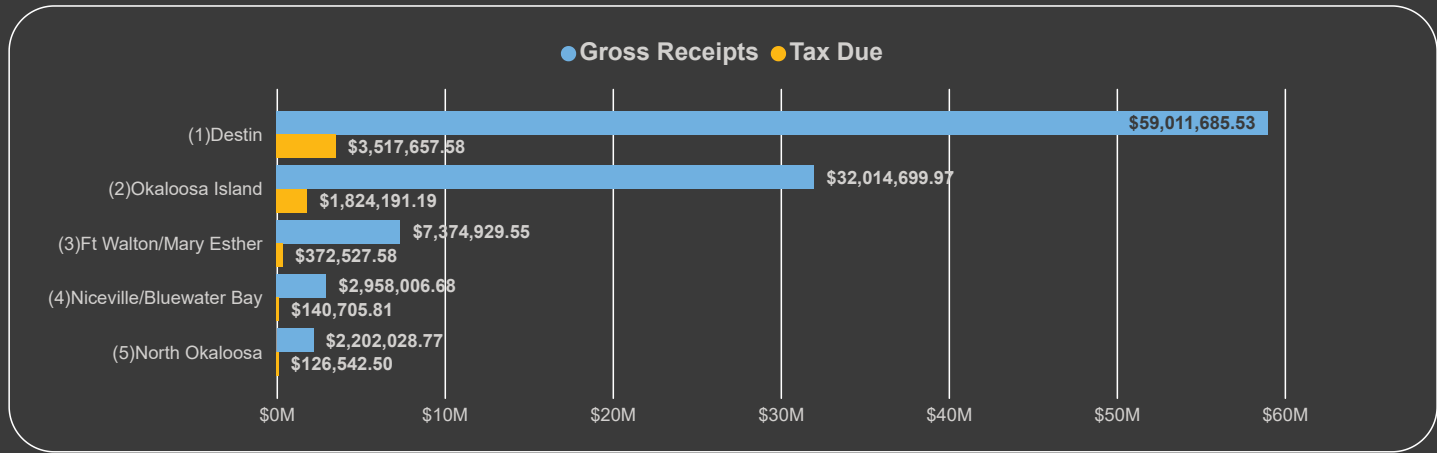


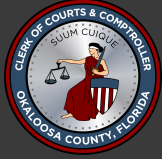
Gross Receipts

Rental Type	October	November	Total
CONDO	\$26.08M	\$26.40M	\$52.49M
HOTEL/MOTEL	\$16.54M	\$15.78M	\$32.32M
SINGLE FAMILY	\$8.69M	\$8.84M	\$17.53M
MISC	\$0.55M	\$0.67M	\$1.22M
Total	\$51.87M	\$51.69M	\$103.56M

Tax Due

Rental Type	October	November	Total
CONDO	\$1.56M	\$1.58M	\$3.14M
HOTEL/MOTEL	\$0.86M	\$0.86M	\$1.73M
SINGLE FAMILY	\$0.52M	\$0.53M	\$1.04M
MISC	\$0.03M	\$0.04M	\$0.07M
Total	\$2.97M	\$3.01M	\$5.98M





Collection Period FY2025

Gross Receipts & Tax Due by District

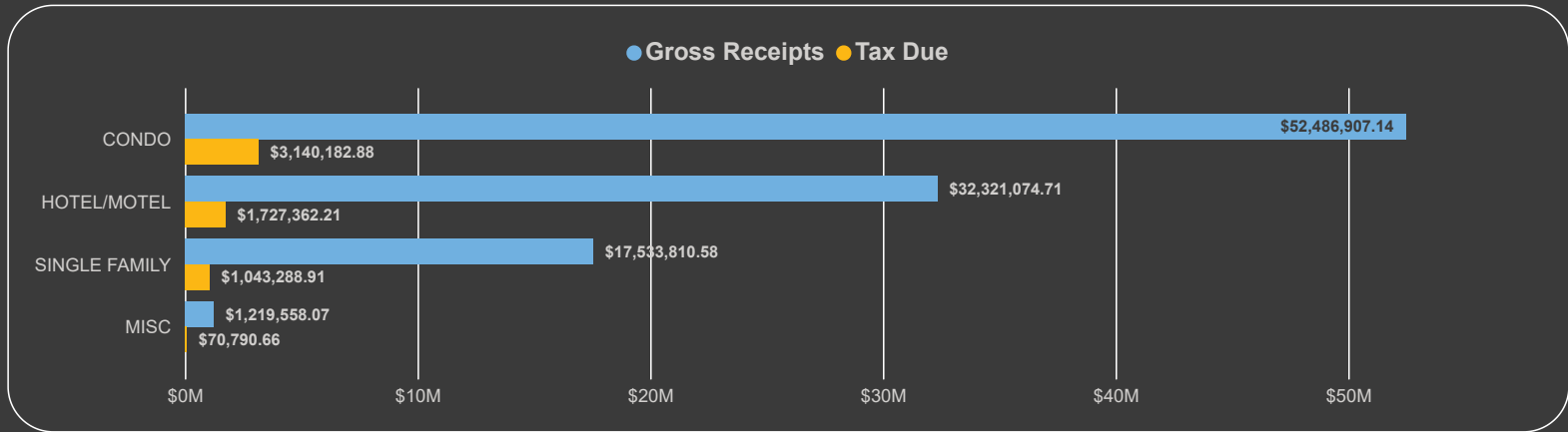


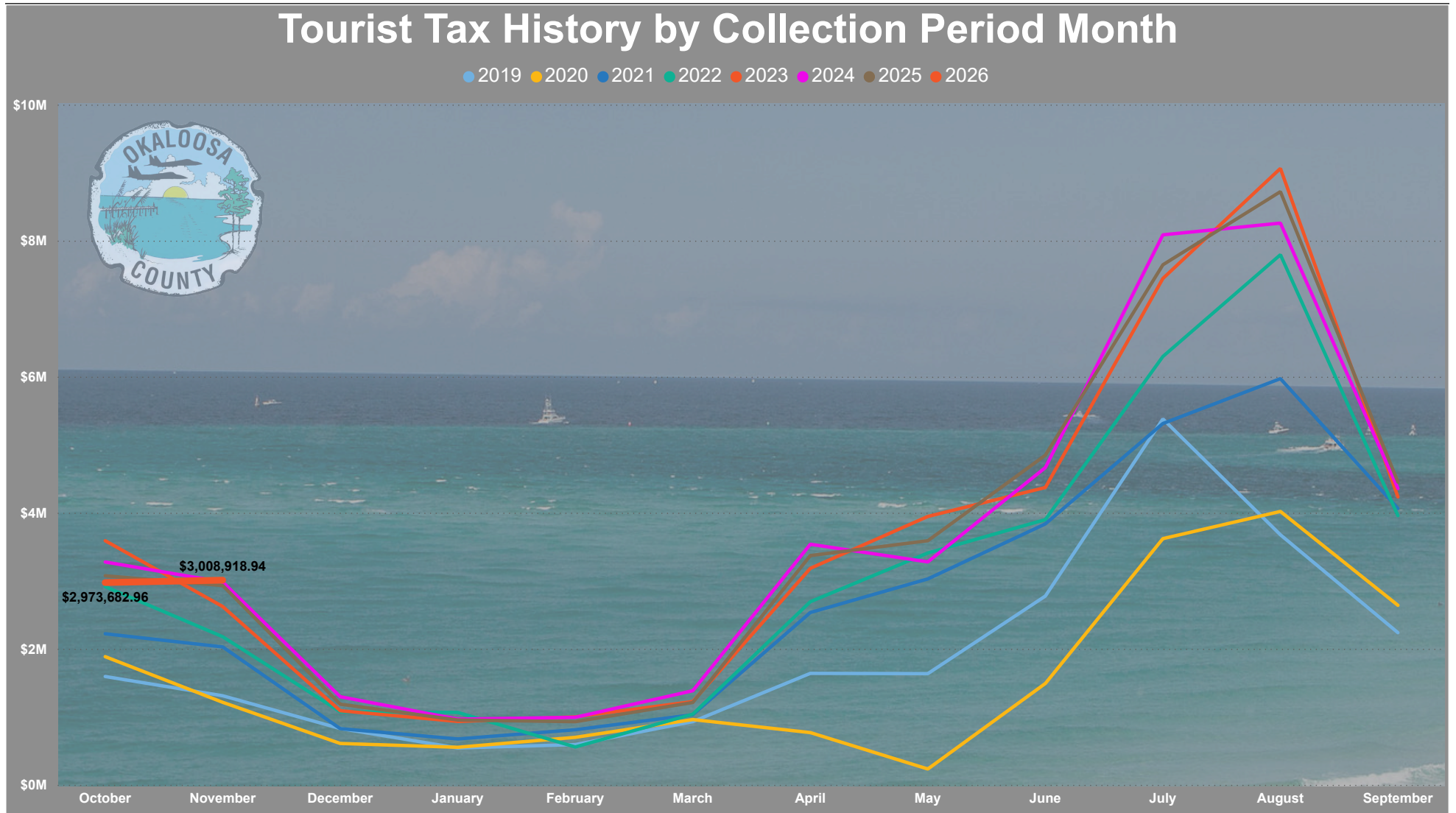
Gross Receipts

District	October	November	Total
(1)Destin	\$29.05M	\$29.97M	\$59.01M
(2)Okaloosa Island	\$16.23M	\$15.78M	\$32.01M
(3)Ft Walton/Mary Esther	\$3.88M	\$3.49M	\$7.37M
(4)Niceville/Bluewater Bay	\$1.63M	\$1.33M	\$2.96M
(5)North Okaloosa	\$1.08M	\$1.12M	\$2.20M
Total	\$51.87M	\$51.69M	\$103.56M

Tax Due

District	October	November	Total
(1)Destin	\$1.73M	\$1.79M	\$3.52M
(2)Okaloosa Island	\$0.92M	\$0.91M	\$1.82M
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.37M
(4)Niceville/Bluewater Bay	\$0.07M	\$0.07M	\$0.14M
(5)North Okaloosa	\$0.06M	\$0.06M	\$0.13M
Total	\$2.97M	\$3.01M	\$5.98M





CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council
THRU: Larry Jones , City Manager
FROM: Krystal Strickland, Finance Director
DATE: January 14, 2026
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 12/31/2025:

- At the end of December, we were 25% of the way through Fiscal Year 2026, which is October 1 - September 30, 2026.
- 43% of taxes have been received. The majority of property taxes arrived December - February. Other taxes such as Communication Sales Tax and the two Gas Taxes are received in equal monthly installments from the State of Florida.
- We have expended and encumbered 35% of the Operating Budget.
- We have expended and encumbered 38% (\$14m/\$36m) of the Capital Budget.
- The net change in total fund balance is a year-to-date increase of \$2 million.

The reserve committed by Resolution 12-20 is \$16.7 million which is equivalent to 1 year of debt service + 3 months operating costs for operations + 3 months operating costs for emergencies.

The nonspendable balance is \$2.4 million which is accounts payable balances (\$1m) plus the amount owed from the Town Center CRA to the General Fund (\$1.4m)

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. 2026p03 December Trend

FY 2026 Budget Vs Actuals

Council Trend	Revised			Remaining	FY 2026
	Budget	Actual	Encumbrances	Balance	Projection
10 Taxes	18,319,108	7,825,281	-	10,493,828	18,345,822
11 Intergovernmental Revenue	18,758,954	1,368,041	-	17,390,913	12,184,789
12 Permits, Fees, & Special Assessments	7,788,504	1,197,672	-	6,590,832	6,018,035
13 Charges For Services	1,415,371	203,871	-	1,211,500	1,642,056
14 Judgements, Fines, & Forfeits	63,000	12,058	-	50,942	213,461
15 Miscellaneous Revenues	1,013,000	387,108	-	625,892	2,668,638
16 Other Sources	-	-	-	-	51,712
17 Transfers In	8,932,838	5,588,371	-	3,344,467	8,911,086
Total Cash In	56,290,775	16,582,401	-	39,708,374	50,035,599
20 Personnel Services	7,828,971	1,742,542	-	6,086,428	6,747,649
21 Personnel Taxes & Benefits	2,741,831	609,583	-	2,132,248	2,798,280
22 Operating Expenses	11,511,637	2,562,001	3,301,383	5,648,253	10,532,348
23 Grants And Aids	17,000	-	-	17,000	11,836
24 Debt Service	5,697,731	1,572,406	58,323	4,067,002	5,612,796
25 Capital Outlay	36,079,095	2,282,531	11,551,711	22,244,853	23,332,238
26 Transfers Out	8,932,838	5,588,371	-	3,344,467	8,881,167
Total Cash Out	72,809,103	14,357,435	14,911,417	43,540,251	57,916,314
NET CHANGE	(16,518,328)	2,224,966			(7,880,715)
BEGINNING BALANCE	69,733,719	69,733,719			69,630,767
ENDING BALANCE	53,215,391	71,958,685			61,851,089

GENERAL FUND	Revised			Remaining	FY 2026
	Budget	Actual	Encumbrances	Balance	Projection
001 General Fund-10 Taxes	14,054,119	5,143,447	-	8,910,673	13,869,739
001 General Fund-11 Intergovernmental Revenue	3,142,614	519,846	-	2,622,768	3,043,629
001 General Fund-12 Permits, Fees, & Special Asse	5,415,898	632,861	-	4,783,037	3,908,799
001 General Fund-13 Charges For Services	676,541	125,114	-	551,427	806,233
001 General Fund-14 Judgements, Fines, & Forfeits	62,900	3,570	-	59,330	177,195
001 General Fund-15 Miscellaneous Revenues	518,600	35,838	-	482,762	1,683,453
001 General Fund-16 Other Sources	-	-	-	-	51,712
001 General Fund-17 Transfers In	-	-	-	-	-
Total Cash In	23,870,672	6,460,676	-	17,409,996	23,540,759
001 General Fund-20 Personnel Services	7,125,713	1,574,119	-	5,551,594	6,115,325
001 General Fund-21 Personnel Taxes & Benefits	2,466,579	553,249	-	1,913,330	2,534,518
001 General Fund-22 Operating Expenses	9,843,650	2,465,093	3,122,650	4,255,907	8,987,533
001 General Fund-23 Grants And Aids	17,000	-	-	17,000	11,836
001 General Fund-24 Debt Service	191,842	6,023	58,323	127,497	108,868
001 General Fund-25 Capital Outlay	1,950,729	297,613	1,004,653	648,463	1,404,773
001 General Fund-26 Transfers Out	3,763,780	2,885,493	-	878,287	3,724,267
Total Cash Out	25,359,293	7,781,589	4,185,626	13,392,078	22,887,119
NET CHANGE	(1,488,621)	(1,320,913)			653,640
BEGINNING BALANCE	35,793,131	35,793,131			35,793,131
ENDING BALANCE	34,304,509	34,472,217			36,446,771

BUILDING INSPECTION (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
101 Florida Building Code Fund-12 Permits, Fees, &	1,248,161	358,596	-	889,565	1,031,935
101 Florida Building Code Fund-13 Charges For Ser	32,830	12,495	-	20,335	35,350
101 Florida Building Code Fund-14 Judgements, Fir	100	8,488	-	(8,388)	36,266
101 Florida Building Code Fund-15 Miscellaneous F	5,000	2,562	-	2,438	7,086
101 Florida Building Code Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,286,091	382,141	-	903,950	1,110,638
101 Florida Building Code Fund-20 Personnel Servi	658,247	156,680	-	501,567	593,184
101 Florida Building Code Fund-21 Personnel Taxe:	264,488	53,074	-	211,414	250,918
101 Florida Building Code Fund-22 Operating Expe	192,402	35,502	4,997	151,902	137,050
101 Florida Building Code Fund-25 Capital Outlay	-	-	-	-	-
101 Florida Building Code Fund-26 Transfers Out	81,071	-	-	81,071	78,576
Total Cash Out	1,196,208	245,256	4,997	945,954	1,059,728
NET CHANGE	89,883	136,885			50,910
BEGINNING BALANCE	230,466	230,466			230,466
ENDING BALANCE	320,349	367,351			281,376

NPEB WATER QUALITY (Committed by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
102 Npeb Water Quality Fund-12 Permits, Fees, &	25,000	11,925	-	13,075	41,912
102 Npeb Water Quality Fund-15 Miscellaneous Re	5,000	2,184	-	2,816	10,196
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	30,000	14,109	-	15,891	52,108
102 Npeb Water Quality Fund-22 Operating Expen	146,905	9,126	-	137,779	155,059
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	146,905	9,126	-	137,779	155,059
NET CHANGE	(116,905)	4,983			(102,951)
BEGINNING BALANCE	283,953	283,953			181,001
ENDING BALANCE	167,048	288,936			179,086

PARKING (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
103 Parking Fund-13 Charges For Services	706,000	66,262	-	639,738	800,474
103 Parking Fund-14 Judgements, Fines, & Forfeits	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	38,000	19,806	-	18,194	55,250
Total Cash In	744,000	86,068	-	657,932	855,724
103 Parking Fund-22 Operating Expenses	425,597	12,327	3,126	410,145	412,608
103 Parking Fund-25 Capital Outlay	-	-	-	-	-
103 Parking Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	425,597	12,327	3,126	410,145	412,608
NET CHANGE	318,403	73,741			443,116
BEGINNING BALANCE	2,720,233	2,720,233			2,720,233
ENDING BALANCE	3,038,636	2,793,974			3,163,349

PERMITTING TECHNOLOGY (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
105 Permit & License Technology Fund-15 Miscella	10,300	5,659	-	4,641	25,840
105 Permit & License Technology Fund-17 Transfe	178,071	-	-	178,071	167,154
Total Cash In	188,371	5,659	-	182,712	192,994

105 Permit & License Technology Fund-22 Operati	132,959	19,881	79,591	33,486	132,963
105 Permit & License Technology Fund-25 Capital (-	-	-	-	-
105 Permit & License Technology Fund-26 Transfer	-	-	-	-	-
Total Cash Out	132,959	19,881	79,591	33,486	132,963
NET CHANGE	55,412	(14,222)	(79,591)	149,225	60,031
BEGINNING BALANCE	745,252	745,252			745,252
ENDING BALANCE	800,664	731,030			805,283

TOWN CENTER CRA ends 2037 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
106 Cra Town Center Fund-10 Taxes	2,273,265	2,485,093	-	(211,828)	2,485,093
106 Cra Town Center Fund-15 Miscellaneous Reve	80,000	22,569	-	57,431	86,456
Total Cash In	2,353,265	2,507,663	-	(154,398)	2,571,548
106 Cra Town Center Fund-20 Personnel Services	22,505	5,872	-	16,633	19,570
106 Cra Town Center Fund-21 Personnel Taxes & B	5,382	1,630	-	3,752	6,429
106 Cra Town Center Fund-22 Operating Expenses	153,150	13,496	54,355	85,299	125,072
106 Cra Town Center Fund-25 Capital Outlay	17,487	1,500	-	15,987	1,500
106 Cra Town Center Fund-26 Transfers Out	999,667	333,328	-	666,339	994,025
Total Cash Out	1,198,191	355,826	54,355	788,010	1,146,596
NET CHANGE	1,155,074	2,151,837			1,424,952
BEGINNING BALANCE	1,320,512	1,320,512			1,320,512
ENDING BALANCE	2,475,587	3,472,349			2,745,465

HARBOR CRA ends 2043 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
107 Cra Harbor District Fund-10 Taxes	1,221,724	-	-	1,221,724	1,221,724
107 Cra Harbor District Fund-15 Miscellaneous Rev	27,000	4,626	-	22,374	23,966
107 Cra Harbor District Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,248,724	4,626	-	1,244,098	1,245,690
107 Cra Harbor District Fund-20 Personnel Services:	22,505	5,872	-	16,634	19,570
107 Cra Harbor District Fund-21 Personnel Taxes &	5,382	1,630	-	3,752	6,416
107 Cra Harbor District Fund-22 Operating Expense	91,037	6,574	36,663	47,800	70,034
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,530,274	512,223	-	1,018,051	1,529,112
Total Cash Out	1,649,198	526,299	36,663	1,086,236	1,625,131
NET CHANGE	(400,474)	(521,673)	(36,663)	157,862	(379,441)
BEGINNING BALANCE	790,304	790,304			790,304
ENDING BALANCE	389,830	268,632			410,863

FDEP WATER QUALITY (Restricted by Grantor Agreement)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
108 Fdep Water Quality Fund-15 Miscellaneous Re	2,025	802	-	1,223	3,625
108 Fdep Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	2,025	802	-	1,223	3,625
108 Fdep Water Quality Fund-22 Operating Expens	25,875	-	-	25,875	11,996
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
Total Cash Out	25,875	-	-	25,875	11,996
NET CHANGE	(23,850)	802			(8,371)
BEGINNING BALANCE	92,771	92,771			92,771
ENDING BALANCE	68,921	93,573			84,400

OKALOOSA HALF PENNY ends 12/2029 (Committed by Council Motion)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
109 Okaloosa Half-Penny Fund-11 Intergovernment:	1,719,730	220,451	-	1,499,279	1,593,060
109 Okaloosa Half-Penny Fund-15 Miscellaneous R	130,000	53,824	-	76,176	127,475
109 Okaloosa Half-Penny Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,849,730	274,275	-	1,575,455	1,720,535
109 Okaloosa Half-Penny Fund-22 Operating Exper	-	-	-	-	0
109 Okaloosa Half-Penny Fund-25 Capital Outlay	1,885,415	116,100	868,900	900,415	985,000
109 Okaloosa Half-Penny Fund-26 Transfers Out	1,853,977	1,618,085	-	235,892	1,851,189
Total Cash Out	3,739,392	1,734,184	868,900	1,136,308	2,836,189
NET CHANGE	(1,889,662)	(1,459,909)	(868,900)	439,147	(1,115,654)
BEGINNING BALANCE	7,181,078	7,181,078			7,181,078
ENDING BALANCE	5,291,416	5,721,169			6,065,424

2013 LOAN DEBT SERVICE 3.04% (Payoff 08/2031)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
213 2013 Revenue Refunding Note Fund-15 Miscel	5,000	1,513	-	3,487	6,722
213 2013 Revenue Refunding Note Fund-17 Transf	552,000	183,784	-	368,216	551,575
Total Cash In	557,000	185,298	-	371,702	558,296
213 2013 Revenue Refunding Note Fund-22 Opera	5	0	-	5	2
213 2013 Revenue Refunding Note Fund-24 Debt S	551,850	-	-	551,850	551,801
213 2013 Revenue Refunding Note Fund-26 Transf	-	-	-	-	-
Total Cash Out	551,855	0	-	551,855	551,803
NET CHANGE	5,145	185,297	-	(180,152)	6,493
BEGINNING BALANCE	108,169	108,169			108,169
ENDING BALANCE	113,314	293,466			114,662

2014 LOAN DEBT SERVICE 3.41% (Payoff 06/2037)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
214 2014 Revenue Refunding Note Fund-15 Miscel	5,000	2,630	-	2,370	7,547
214 2014 Revenue Refunding Note Fund-17 Transf	733,000	244,184	-	488,816	732,457
Total Cash In	738,000	246,814	-	491,186	740,003
214 2014 Revenue Refunding Note Fund-22 Opera	5	0	-	5	3
214 2014 Revenue Refunding Note Fund-24 Debt S	734,275	121,574	-	612,701	732,361
214 2014 Revenue Refunding Note Fund-26 Transf	-	-	-	-	-
Total Cash Out	734,280	121,574	-	612,706	732,364
NET CHANGE	3,720	125,240	-	7,480	7,639
BEGINNING BALANCE	263,934	263,934			263,934
ENDING BALANCE	267,654	389,173			271,573

2021 LOAN DEBT SERVICE 1.139% (Payoff 03/2029)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
221 2021 Revenue Refunding Note Fund-15 Miscel	500	299	-	201	802
221 2021 Revenue Refunding Note Fund-16 Other	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Transf	1,305,260	434,006	-	871,254	1,302,054
Total Cash In	1,305,760	434,305	-	871,455	1,302,856

221 2021 Revenue Refunding Note Fund-22 Opera	5	1	-	4	7
221 2021 Revenue Refunding Note Fund-24 Debt S	1,305,260	434,006	-	871,254	1,305,262
221 2021 Revenue Refunding Note Fund-26 Transf	-	-	-	-	-
Total Cash Out	1,305,265	434,007	-	871,258	1,305,268
NET CHANGE	495	298			(2,413)
BEGINNING BALANCE	2,749	2,749			2,749
ENDING BALANCE	3,244	3,047			336

2023 LOAN 0% (Payoff 09/2032)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
223 2023 Tdc Advance Fund-11 Intergovernmental f	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
Total 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	-	-	-	-	-
Total Cash Out	750,000	-	-	750,000	750,000
NET CHANGE	-	-	-	-	-
BEGINNING BALANCE	-	-	-	-	-
ENDING BALANCE	-	-	-	-	-

2024 LOAN DEBT SERVICE 3.48% (Payoff 10/2029 possible ext to 10/2039)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
224 2024 Capital Project Note Fund-15 Miscellanec	2,000	2,659	-	(659)	13,027
224 2024 Capital Project Note Fund-16 Other Sourc	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers Ir	2,164,507	726,396	-	1,438,111	2,157,847
Total Cash In	2,166,507	729,055	-	1,437,452	2,170,874
224 2024 Capital Project Note Fund-22 Operating f	20	0	-	20	7
224 2024 Capital Project Note Fund-24 Debt Servic	2,164,504	1,010,804	-	1,153,700	2,164,504
224 2024 Capital Project Note Fund-26 Transfers O	-	-	-	-	-
Total Cash Out	2,164,524	1,010,804	-	1,153,720	2,164,510
NET CHANGE	1,983	(281,749)			6,364
BEGINNING BALANCE	1,020,154	1,020,154			1,020,154
ENDING BALANCE	1,022,137	738,404			1,026,518

RENEWAL & REPLACEMENT FUND (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
301 Renewal & Replacement Fund-10 Taxes	530,000	138,325	-	391,675	529,352
301 Renewal & Replacement Fund-12 Permits, Fee	-	21,420	-	(21,420)	21,420
301 Renewal & Replacement Fund-15 Miscellaneo	31,500	34,403	-	(2,903)	145,694
301 Renewal & Replacement Fund-17 Transfers In	4,000,000	4,000,000	-	-	4,000,000
Total Cash In	4,561,500	4,194,148	-	367,352	4,696,466
301 Renewal & Replacement Fund-22 Operating E)	10	-	-	10	0
301 Renewal & Replacement Fund-25 Capital Outl:	7,133,417	31,004	2,564,835	4,537,578	6,340,617
301 Renewal & Replacement Fund-26 Transfers Ou	-	-	-	-	-
Total Cash Out	7,133,427	31,004	2,564,835	4,537,588	6,340,617
NET CHANGE	(2,571,927)	4,163,145			(1,644,152)
BEGINNING BALANCE	3,703,735	3,703,735			3,703,735
ENDING BALANCE	1,131,809	7,866,880			2,059,584

CAPITAL GRANTS (Restricted by Grant Agreements)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
305 Capital Grant Fund-11 Intergovernmental Rever	13,146,610	627,743	-	12,518,867	6,798,099
305 Capital Grant Fund-15 Miscellaneous Revenue	14,325	47,418	-	(33,093)	47,418
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
Total Cash In	13,160,935	675,162	-	12,485,773	6,845,518
305 Capital Grant Fund-22 Operating Expenses	500,000	-	-	500,000	500,000
305 Capital Grant Fund-24 Debt Service	-	-	-	-	-
305 Capital Grant Fund-25 Capital Outlay	12,660,935	1,083,048	1,496,750	10,081,137	6,318,883
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	13,160,935	1,083,048	1,496,750	10,581,137	6,818,883
NET CHANGE	(0)	(407,886)			26,635
BEGINNING BALANCE	(26,635)	(26,635)			(26,635)
ENDING BALANCE	(26,635)	(434,522)			(0)

Gas Tax #2 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
306 Gas Tax#2 Fund-10 Taxes	240,000	58,416	-	181,584	239,916
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	6,000	7,375	-	(1,375)	18,008
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
Total Cash In	246,000	65,791	-	180,209	257,924
306 Gas Tax#2 Fund-22 Operating Expenses	5	-	-	5	1
306 Gas Tax#2 Fund-25 Capital Outlay	700,000	-	-	700,000	-
306 Gas Tax#2 Fund-26 Transfers Out	241,730	83,997	-	157,733	241,088
Total Cash Out	941,735	83,997	-	857,738	241,089
NET CHANGE	(695,735)	(18,206)			16,835
BEGINNING BALANCE	919,156	919,156			919,156
ENDING BALANCE	223,421	900,950			935,991

ELECTRIC FRANCHISE ends 2051 (Restricted by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
307 Electric Franchise For Undergrounding-12 Perr	930,000	139,423	-	790,577	867,937
307 Electric Franchise For Undergrounding-15 Misc	51,500	22,195	-	29,305	110,845
307 Electric Franchise For Undergrounding-17 Trar	-	-	-	-	-
Total Cash In	981,500	161,618	-	819,882	978,782
307 Electric Franchise For Undergrounding-22 Ope	12	-	-	12	0
307 Electric Franchise For Undergrounding-25 Capi	1,018,000	-	868,000	150,000	1,018,000
307 Electric Franchise For Undergrounding-26 Trar	462,339	155,245	-	307,094	462,911
Total Cash Out	1,480,351	155,245	868,000	457,106	1,480,911
NET CHANGE	(498,851)	6,373			(502,130)
BEGINNING BALANCE	3,345,756	3,345,756			3,345,756
ENDING BALANCE	2,846,905	3,352,129			2,843,626

PUBLIC SAFETY IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
310 Police Impact Fee Fund-12 Permits, Fees, & Sp	3,025	361	-	2,664	2,226
310 Police Impact Fee Fund-15 Miscellaneous Reve	-	137	-	(137)	766
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	3,025	498	-	2,526	2,992

310 Police Impact Fee Fund-22 Operating Expense:	-	-	-	-	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
310 Police Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	-	-	-	-	11
NET CHANGE	3,025	498			2,981
BEGINNING BALANCE	19,031	19,031			19,031
ENDING BALANCE	22,056	19,529			22,012

MOBILITY FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
311 Transportation Impact Fee Fund-12 Permits, F	96,033	22,979	-	73,054	90,399
311 Transportation Impact Fee Fund-15 Miscellane	40,500	15,667	-	24,833	45,074
311 Transportation Impact Fee Fund-17 Transfers I	-	-	-	-	-
Total Cash In	136,533	38,646	-	97,886	135,472

311 Transportation Impact Fee Fund-22 Operating	-	-	-	-	1
311 Transportation Impact Fee Fund-25 Capital Ou	1,616,428	(2,602)	27,825	1,591,204	25,224
311 Transportation Impact Fee Fund-26 Transfers (-	-	-	-	-
Total Cash Out	1,616,428	(2,602)	27,825	1,591,204	25,225
NET CHANGE	(1,479,895)	41,248			110,248
BEGINNING BALANCE	1,989,502	1,989,502			1,989,502
ENDING BALANCE	509,607	2,030,750			2,099,749

LIBRARY IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
312 Library Impact Fee Fund-12 Permits, Fees, & S	13,746	2,529	-	11,217	13,367
312 Library Impact Fee Fund-15 Miscellaneous Rev	5,250	2,346	-	2,904	14,096
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	18,996	4,875	-	14,121	27,463

312 Library Impact Fee Fund-22 Operating Expense	-	-	-	-	1
312 Library Impact Fee Fund-25 Capital Outlay	275,358	4,863	20,495	250,000	25,358
Total Cash Out	275,358	4,863	20,495	250,000	25,358
NET CHANGE	(256,362)	13	(20,495)	(235,879)	2,105
BEGINNING BALANCE	274,996	274,996			274,996
ENDING BALANCE	18,634	275,009			277,101

PARKS IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
313 Park Impact Fee Fund-12 Permits, Fees, & Spe	56,642	7,578	-	49,064	40,041
313 Park Impact Fee Fund-15 Miscellaneous Reven	10,500	4,336	-	6,164	25,019
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	67,142	11,914	-	55,228	65,060

313 Park Impact Fee Fund-22 Operating Expenses	-	-	-	-	1
313 Park Impact Fee Fund-25 Capital Outlay	250,000	250,000	-	-	250,000
313 Park Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	250,000	250,000	-	-	250,001
NET CHANGE	(182,858)	(238,086)	-	55,228	(184,940)
BEGINNING BALANCE	465,847	465,847			465,847
ENDING BALANCE	282,989	227,761			280,907

2024 CONSTRUCTION LOAN (Restricted by loan covenant)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
324 2024 Bond Capital Project Fund-15 Miscellane	25,000	98,258	-	(73,258)	210,272
324 2024 Bond Capital Project Fund-16 Other Sour	-	-	-	-	-
324 2024 Bond Capital Project Fund-17 Transfers I	-	-	-	-	-
Total Cash In	25,000	98,258	-	(73,258)	210,272
324 2024 Bond Capital Project Fund-22 Operating I	-	-	-	-	-
324 2024 Bond Capital Project Fund-25 Capital Out	8,571,327	501,006	4,700,252	3,370,069	6,962,885
324 2024 Bond Capital Project Fund-26 Transfers C	-	-	-	-	-
Total Cash Out	8,571,327	501,006	4,700,252	3,370,069	6,962,885
NET CHANGE	(8,546,327)	(402,748)			(6,752,613)
BEGINNING BALANCE	8,489,625	8,489,625			8,489,625
ENDING BALANCE	(56,702)	8,086,878			1,737,013

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council
THRU: Larry Jones , City Manager
FROM: Krystal Strickland, Finance Director
DATE: January 10, 2026
SUBJECT: Quarterly Investment Report - Informational Only

I. BACKGROUND:

On March 7, 2022, the City adopted a new Investment Policy under Resolution 22-05.

Attached for your review is the current quarterly investment report as per Resolution 22-05.

Raymond James has also provided their quarterly investment report as an attachment.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

Financially sound city providing service excellence.

B. Effect on Budget (EOB):

This item is for information only and has no effect on the Budget.

C. Level of Service (LOS):

This report provides the City Council with the current financial condition of the City.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

The City is currently receiving the investment interest revenue and paying investment administrative expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION:

No motion is required for this item.

Attachments:

1. 2025 1231 Quarterly Investment Report
2. City of Destin Dec 2025 report



Finance Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-269-9890 | www.cityofdestin.com

Quarterly Investment Report for period ending 12/31/2025

Table 1 shows the value of the portfolio as of December 31, 2025 by security type. This table also shows the percentage of each security type alongside the maximum amount allowed by our investment policy.

Investment Type	Fair Value	Percentage of Portfolio	Max % as per Investment Policy 22-05
US Treasuries	\$ 8,013,581	11%	75%
Mortgage and Asset Backed Securit	12,325,428	17%	75%
Municipals	-	0.00%	25%
Investment grade corporate bonds	1,181,803	2%	20%
Money Market, CDs and Savings Cas	27,925,786	39%	75%
FL PRIME Money Market	7,410,966.51	10%	75%
Trustmark Interest-bearing Demanc	14,653,834	20%	75%
Portfolio Total	\$ 71,511,399	100%	

NEXT 3 MONTHS (Jan-Mar 2026):

Estimated Restricted Exp	\$ 833,905
Estimated Op Expenditures	4,750,855
	<u>\$ 5,584,760</u>

Table 2 shows the interest earned and the portfolio's unrealized change in fair market value for the current quarter and 12 months cumulative.

Table 2: Investment income earned for quarter and last 12 months

	Current Quarter (10/01/25-12/31/25)	Last 12 months (01/01/25 - 12/31/25)
Interest Realized at Raymond James	\$ 515,799	\$ 2,124,012
Change in Fair Market Value	(276,134)	(2,018)
Interest Realized at FL PRIME	98,258	528,946
Interest Realized at Trustmark	75,102	257,974
Total Investment Income	\$ 413,026	\$ 2,908,914

Table 3 compares the performance of the City of Destin’s investments at Raymond James against two benchmarks identified in Resolution 22-05.

Table 3: Comparison of Quarterly and Calendar Year-to-Date Performance to Benchmark

	Current	
	Quarter (10/01/25- 12/31/25)	Last 12 months (01/01/25 - 12/31/25)
City of Destin	1.07%	4.56%
ICE BofA 1-Year US Treasury	1.05%	4.39%
Florida Prime*	4.36%	4.55%

*Florida PRIME Three Month Annualized Net Participant Yield is calculated on a 365-day basis and includes adjustments for expenses and other accounting items to reflect earnings by participants

Table 4 lists the investments by type, lists maturity dates and average maturities of the investments in each major category. The percentage of portfolio total is then applied to find the weighted average maturity of the total portfolio. The significant amount of cash in money market and CDs brings the average weighted maturity down to the equivalent of 0.84 years. Ratings by Standard & Poors are also listed in this table. As of December 31, 2025, there were no securities with an S&P rating below A-.

Table 4: Maturity dates and weighted average maturity of the investment portfolio

Investment Type	Fair Value	Maturity	Percentage of Portfolio (Weight)	Average Maturity (years)	Weighted Average Maturity	S&P Ratings
US Treasuries	\$ 8,013,581	01/13/26-08/15/35	11%	2.87	0.32	U.S.
Mortgage and Asset Backed Securities	12,325,428	01/01/26-12/01/45	17%	1.82	0.31	AA+ to AAA
Investment grade corporate bonds	1,181,803	03/14/26-01/15/35	2%	4.05	0.07	A- to AA+
Money Market, CDs and Savings Cash	35,336,752	12/31/25-11/23/26	49%	0.28	0.14	
Trustmark Interest-bearing Demand Deposit Accounts (DDAs)	14,653,834	12/31/2025	20%	-	-	
Portfolio Total	\$ 71,511,399		100%		0.84	

Table 5 is a summary of changes for the fiscal year to date as compared to the prior four fiscal years for the funds transferred to Raymond James. During the period October to December 2025, the City has realized income in the amount of \$515 thousand and has accumulated an unrealized decrease in market value of \$276 thousand. In the first quarter of FY 2026, the City withdrew \$5 million. Investment administration expenses this year to date total \$25,478.

Table 5: Raymond James Additions and Deductions five-year trend

	10/01/25- 12/31/25	10/01/24- 09/30/25	10/01/23- 09/30/24	10/01/22- 09/30/23	10/01/21- 09/30/22
Additions					
Contributions	\$ -	\$ 11,693,461	\$ 23,574,323	\$ 7,000,000	\$ 1,742,528
Interest Earnings	515,799	1,993,878	1,098,052	425,145	326,839
Unrealized gain/(loss)*	(276,134)	268,268	658,497	82,573	(1,373,377)
Total Additions	\$ 239,666	\$ 13,658,153	\$ 24,829,064	\$ 7,507,718	\$ 695,990
Deductions					
Investment Admin Expenses	25,478	85,498	73,131	73,160	53,874
Withdrawals	5,183,552	-	8,528,105	-	-
Total Deductions	5,209,030	85,498	8,601,236	73,160	53,874
Net Change	\$ (4,969,364)	\$ 13,870,109	\$ 16,729,636	\$ 7,434,557	\$ 642,116
Beginning Balance	\$ 54,415,963	\$ 40,545,854	\$ 23,816,218	\$ 16,381,661	\$ 15,739,545
Ending Balance**	\$ 49,446,599	\$ 54,415,963	\$ 40,545,854	\$ 23,816,218	\$ 16,381,661

*Unrealized gain/loss is the fair market value of the investments if sold on the reporting date instead of holding to maturity.

Table 5 investment fund additions and deductions **does not include the interest-bearing Demand Deposit Accounts (DDAs) at Trustmark and the funds in the money market style account at FL PRIME.

Table 6 shows the fund balance characterization of the funds held with our Investment Firm plus the additional available to be invested currently on hand at Trustmark. The committed balances listed below are in accordance with the City’s Fund Balance policy Resolution 12-20.

Table 6: Cash and Investment Balances

As of 12/31/2025

	RJ (0.87-5.9%)	FL PRIME (3.99%)	Trustmark (3.1%)	Estimated Exps Jan to March	Balance to Invest (rounded)
Cash & Investment Balances					
<i>Restricted</i>					
Impact Fees, Elec Franch					
Undergrounding, Stormwater, NPEB, Gas Tax#2	6,230,500	7,410,967	1,209,481	194,769	934,600
Debt Service	-	-	579,051	-	-
CRA's	2,764,725	-	2,641,532	(454,857)	3,076,400
Building Code	-	-	362,351	41,384	311,000
Total Restricted	8,995,225	7,410,967	4,792,415	(218,704)	4,322,000
<i>Committed</i>					
Emergency Operations (3 m	5,450,307	-	-	-	-
Emergency Maintenance (3	5,450,307	-	-	-	-
Debt Service (1 year)*	5,505,889	-	-	-	-
Infrastructure Surtax	5,559,215	-	241,476	(133,065)	364,500
Parking Fund	1,296,151	-	1,506,421	393,041	1,103,400
Renewal & Replacement	2,432,611	-	5,441,419	793,796	4,637,600
Permit Technology	628,956	-	108,827	(1,162)	100,000
Total Committed	26,323,436	-	7,298,143	1,052,610	6,205,500
<i>Unrestricted</i>	14,005,905	-	2,006,140	4,750,855	(3,449,400)
Total Cash & Investments	\$ 49,324,566	\$ 7,410,967	\$ 14,096,698	5,584,760	7,078,100

A current report produced by Raymond James as of December 31, 2025 is attached.



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Vice President, Investments

January 14, 2026

Krystal:

Attached is the City's most recent quarterly report for the period ending 12/31/2025.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City's Investment Policy Statement adopted in Resolution 22-05**

Allowable investment securities are restricted to:

- Bank deposits at Qualified Public Depository
- U.S. Treasuries, TIPS, T-bills
- U.S. Government Agencies
- U.S. Government Sponsored Enterprises
- Certificates of Deposit (FDIC-insured CDs)
- Commercial paper (Prime-1, A-1+ or better)
- Investment Grade Corporate Bonds (A or better)
- Asset Backed Securities (AAA only)
- Government Money Market Funds
- Municipal Bonds (AA, Aa or better)

- **Compliance with City's stated Investment Objectives and Criteria (Investment Policy Statement, Resolution 22-05)**

- Safety, risk management (interest rate, and credit), liquidity, income, prudence
- Average portfolio maturity of not more than five (5) years
- Performance goal to regularly exceed the average rate of return on the ICE BOA Merrill Lynch 1-yr US Treasury Index, or three-month annualized net participant yield for Florida Prime

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Performance Analysis as of Dec 31, 2025



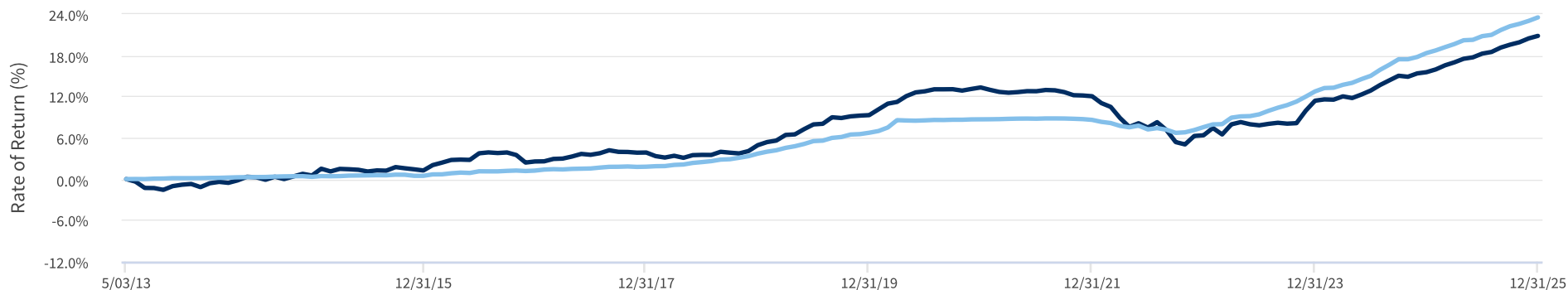
City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 12/31/2025: \$49,474,996.23



The Cumulative Return is charted above.

	QTD	Last 12 Months	Last 3 Years*	Since Inception*
	9/30/25 12/31/25	12/31/24 12/31/25	12/31/22 12/31/25	5/03/13 12/31/25
City of Destin	1.07%	4.56%	4.34%	1.50%
ICE BofA 1-Yr US Treas	1.05%	4.39%	4.72%	1.68%
S&P 500 Total Return Indx	2.66%	17.88%	22.98%	14.12%
Bloomberg U.S. Agg Bd	1.10%	7.30%	4.66%	1.88%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Dec 31, 2025



City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Detail

	Account	Market Value(\$) 12/31/25	Performance Inception/ Close	QTD 9/30/25 12/31/25	Last 12 Months 12/31/24 12/31/25	Last 3 Years* 12/31/22 12/31/25	Since Inception* 5/03/13 12/31/25
Alternate Investment Fund	xxxxx680	5,598,215.48	5/03/2013	1.08%	6.41%	4.33%	1.47%
City of Destin - CD's	xxxxx714	27,775,256.15	9/21/2017	1.08%	4.28%	4.69%	2.31%
Debt Service Fund	xxxxx699	5,566,737.46	5/03/2013	0.99%	4.63%	4.36%	1.30%
EM Maintenance Fund	xxxxx675	5,268,706.00	5/03/2013	1.02%	4.68%	4.36%	1.28%
EM Operating Fund	xxxxx703	5,266,081.14	5/03/2013	1.00%	4.58%	4.31%	1.32%

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report



City of Destin

BRIAN HAUGEN, STEVE CANN
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This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

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The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx680, xxxxx714, xxxxx699, xxxxx675, xxxxx703

Report ID: 509853283_113652_1767243600000_1767267086406000_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

Additional Information Regarding This Report



City of Destin

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Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 TR USD - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

Alternate Investment Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC2 - City of Destin (Prices as of 12/31/2025)	3.983	05/24/2032	5,581	99.741	5,599,437.00			3.458	3.945	3.994	3.951	100.00	3.813
Cash													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2025	70	100.000	70,499.93	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.000	1.26	0.000
ABS													
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	12	99.900	12,023.54		AAA	0.110	4.007	2.943	0.107	0.21	
14041NFV8 - Capital One Multi-Asset Execution Trust	2.060	08/15/2026	55	98.930	54,461.86		AAA	0.610	3.863	2.082	0.619	0.97	
34529BAA4 - Ford Credit Floorplan Master Owner Trust	4.630	04/15/2030	54	101.660	55,007.52	Aaa		2.130	3.920	4.554	2.287	0.98	4.684
44918CAD4 - Hyundai Auto Receivables Trust	5.540	08/15/2028	68	101.010	68,578.26		AAA	0.620	3.923	5.485	0.636	1.22	5.610
92348KDR1 - Verizon Master Trust	4.710	01/20/2031	52	101.740	52,979.64		AAA	2.430	4.206	4.629	2.049	0.95	4.766
98164DAD9 - World Omni Auto Receivables Trust	5.790	10/15/2028	64	101.190	65,365.15		AAA	0.590	3.859	5.722	0.592	1.17	-0.191
CMBS													
3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	35	92.810	32,190.49	Aaa	AAA	2.620	3.878	1.072	2.746	0.57	
3137HHUN9 - FHLMC Multifamily Structured Pass Through Certs.	4.630	10/01/2029	53	102.120	54,328.09	Aaa	AAA	3.400	3.958	4.534	3.742	0.97	4.495
3137HLJA1 - FHLMC Multifamily Structured Pass Through Certs.	4.513	02/01/2030	67	101.760	68,431.18	Aaa	AAA	3.630	3.992	4.435	4.011	1.22	4.483
3137HMC65 - FHLMC Multifamily Structured Pass Through Certs.	4.329	06/01/2030	80	101.050	81,128.60	Aaa	AAA	3.950	4.027	4.284	4.392	1.45	4.302
Corporates													
Financial													
06051GLG2 - Bank of America Corp	5.202	04/25/2029	48	102.560	49,686.58	A1	A-	2.175	4.031	5.072	2.317	0.89	5.247
06406RBL0 - Bank New York Mellon Corp Fr 5.802%102528 Fr 5.8	5.802	10/25/2028	50	103.350	52,206.85	Aa3	A	1.721	3.871	5.614	1.816	0.93	5.258
46647PDR4 - Jpmorgan Chase & CO	5.350	06/01/2034	49	103.900	51,129.46	A1	A	6.572	4.720	5.149	7.416	0.91	5.329
571748AZ5 - Marsh & McLennan Cos Inc Sr Gbl Nt 26 Sr Gbl	3.750	03/14/2026	24	99.910	24,245.90	A3	A-	0.201	4.151	3.753	0.200	0.43	3.750
571748BY7 - Marsh & McLennan Cos Inc	4.550	11/08/2027	80	101.180	81,479.89	A3	A-	1.690	3.853	4.497	1.770	1.46	4.588
693475AZ8 - Pnc Finl Svcs Group Inc Sr Gbl Nt 30 Sr Gbl	2.550	01/22/2030	75	94.110	71,427.19	A3	A-	3.805	4.141	2.710	4.060	1.28	4.869
74460DAD1 - Public Storage 3.385% Snr Pidi Nts 01/05/2029	3.385	05/01/2029	80	97.960	78,819.33	A2	A	3.121	4.044	3.455	3.332	1.41	4.826
Industrial													
00724PAF6 - Adobe Inc	4.800	04/04/2029	100	102.550	103,710.00	A1	A+	2.938	3.937	4.681	3.173	1.85	4.830
02079KAD9 - Alphabet Inc Sr Gbl Nt1.1%30 Sr Gbl	1.100	08/15/2030	62	88.140	54,904.44	Aa2	AA+	4.438	3.931	1.248	4.622	0.98	3.438
032095AR2 - Amphenol Corp	5.000	01/15/2035	53	101.860	55,207.74	A3	A-	7.266	4.739	4.909	8.789	0.99	5.085
037833DP2 - Apple Inc. Snr Pidi Nts 11/09/2029 Usd (SE	2.200	09/11/2029	86	94.320	81,693.31	Aaa	AA+	3.503	3.864	2.332	3.696	1.46	4.340
038222AS4 - Applied Materials Inc	4.800	06/15/2029	52	102.490	53,405.73	A2	A	3.106	4.004	4.683	3.370	0.95	4.839
053015AH6 - Automatic Data Processng	4.450	09/09/2034	53	99.700	53,574.76	Aa3	AA-	7.189	4.491	4.463	8.690	0.96	4.436
17275RBR2 - Cisco Systems Inc	4.850	02/26/2029	49	102.640	51,118.77	A1	AA-	2.845	3.928	4.725	3.071	0.91	4.857
291011BP8 - Emerson Electric CO. Pidi Nts Usd (Sec Regd)	0.875	10/15/2026	57	97.780	55,839.89	A2	A	0.774	3.756	0.895	0.789	1.00	3.641
67066GAF1 - Nvidia Corp Sr Nt 2.85%30 Sr Nt	2.850	04/01/2030	57	95.530	54,858.23	Aa2	AA-	3.958	4.003	2.983	4.249	0.98	4.770
718172CV9 - Philip Morris Intl Inc Sr Nt 27 Sr Nt	5.125	11/17/2027	50	102.160	51,393.19	A2	A-	1.707	3.867	5.017	1.795	0.92	5.222
760759BK5 - Republic Services Inc	5.200	11/15/2034	55	103.540	57,312.44	A3	A-	7.113	4.696	5.022	8.622	1.02	5.063
Utilities													
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	98.450	49,716.67	Baa1	A	1.609	3.918	2.996	1.668	0.89	2.964
049560AZ8 - Atmos Energy Corp	5.900	11/15/2033	46	108.100	50,072.79	A2	A-	6.269	4.627	5.458	7.622	0.89	5.022
MBS													
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	0	99.810	265.73	Aaa	AAA	0.220	4.345	4.008	0.230	0.00	2.141
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	11	98.950	10,832.39	Aaa	AAA	2.200	3.777	3.537	2.260	0.19	1.968
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	11	98.080	10,395.36	Aaa	AAA	1.990	3.763	3.059	2.063	0.19	2.331
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	18	100.880	18,157.83	Aaa	AAA	1.840	3.908	4.461	1.967	0.32	0.868
3128P8D99 - FHLMC Mbs Gold Cash 20 3.500 20370501 3.	3.500	05/01/2037	28	96.980	26,922.83	Aaa	AAA	3.810	4.224	3.609	4.038	0.48	
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	3	98.610	2,882.20	Aaa	AAA	0.900	3.674	2.535	0.970	0.05	1.974
31329KW59 - FHLMC Umbs 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	8	94.800	7,385.64	Aaa	AAA	4.020	4.217	3.165	4.290	0.13	2.047
3132CXCM2 - Freddie Mac	5.000	09/01/2038	36	101.380	36,430.13	Aaa	AAA	2.810	4.419	4.932	3.030	0.65	
3132D6C24 - FHLMC Super 15y Fixed 4.000 20371101 4.	4.000	11/01/2037	44	98.820	44,102.67	Aaa	AAA	3.630	4.190	4.048	3.959	0.79	4.303
3132D6FN5 - Freddie Mac	5.500	12/01/2038	58	102.620	59,710.09	Aaa	AAA	1.930	4.344	5.360	2.831	1.07	
3132D6FY1 - Freddie Mac	6.000	02/01/2039	58	103.840	60,338.37	Aaa	AAA	1.740	4.381	5.778	2.833	1.08	-0.547
3132D6JM3 - Freddie Mac	6.000	02/01/2040	35	103.770	36,767.42	Aaa	AAA	1.790	4.583	5.782	3.252	0.66	5.365
3132D6JX9 - Freddie Mac	5.000	04/01/2040	44	101.300	44,430.80	Aaa	AAA	2.380	4.523	4.936	3.638	0.79	4.900
3133KY6P9 - Freddie Mac	5.000	12/01/2045	51	100.550	51,257.80	Aaa	AAA	3.630	4.845	4.973	5.132	0.92	4.948

Alternate Investment Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	2	99.260	1,847.46	Aaa	AAA	0.600	4.104	3.022	0.630	0.03	1.808
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	19	99.300	19,373.51	Aaa	AAA	2.490	3.965	4.028	2.656	0.35	2.239
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	0	99.680	124.68	Aaa	AAA	0.520	4.117	4.013	0.548	0.00	1.909
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	1	99.680	571.54	Aaa	AAA	0.580	4.100	4.013	0.611	0.01	3.073
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	14	98.230	14,250.18	Aaa	AAA	1.740	3.732	3.054	1.863	0.25	2.565
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000	12/01/2036	11	95.110	10,155.10	Aaa	AAA	3.930	4.218	3.154	4.134	0.18	2.256
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	4	98.930	3,814.66	Aaa	AAA	1.010	3.684	3.032	1.066	0.07	2.180
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	03/01/2033	29	99.250	28,523.48	Aaa	AAA	1.850	3.748	3.526	1.953	0.51	1.774
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	7	98.020	7,353.08	Aaa	AAA	2.080	3.762	3.061	2.167	0.13	1.904
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	13	99.330	12,865.06	Aaa	AAA	1.540	3.743	3.524	1.652	0.23	1.069
3140X6WA5 - FNMA Super Int 15 Year 3.500 20350501 3.	3.500	05/01/2035	28	98.510	27,919.71	Aaa	AAA	2.790	3.963	3.553	2.872	0.50	
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	03/01/2035	21	98.770	20,348.37	Aaa	AAA	2.660	3.953	3.544	2.735	0.36	0.928
3140XJUA9 - FNMA Super Int 15 Year 4.500 20371201 4.	4.500	12/01/2037	14	100.060	14,159.08	Aaa	AAA	3.400	4.317	4.497	3.814	0.25	4.573
31418AF78 - FNMA Pass-Thru Int 20 Year 4.000 20320601 4.	4.000	06/01/2032	11	99.570	10,777.14	Aaa	AAA	2.300	3.950	4.017	2.448	0.19	
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	14	99.130	14,175.82	Aaa	AAA	2.940	4.058	4.035	3.137	0.25	3.402
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	28	97.560	27,647.34	Aaa	AAA	3.350	4.118	3.588	3.589	0.49	2.892
31418BYV2 - FNMA Umbs Int 20 Year 3.000 20360201 3.	3.000	02/01/2036	35	95.640	33,232.89	Aaa	AAA	3.570	4.122	3.137	3.838	0.59	
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000	10/01/2027	5	99.120	5,423.75	Aaa	AAA	0.720	4.071	3.027	0.756	0.10	1.946
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	01/01/2028	2	99.650	2,043.64	Aaa	AAA	0.810	4.044	3.512	0.855	0.04	2.979
31418EHT0 - FNMA Umbs Int 15 Year 4.000 20370801 4.	4.000	08/01/2037	57	98.820	56,380.92	Aaa	AAA	3.580	4.191	4.048	3.929	1.01	
31418ERN2 - Fannie Mae	5.000	04/01/2038	47	101.420	47,719.08	Aaa	AAA	2.820	4.510	4.930	3.592	0.85	
31418ES84 - Fannie Mae	4.500	06/01/2038	32	100.100	32,450.42	Aaa	AAA	3.190	4.328	4.496	3.934	0.58	
31418EUS7 - Fannie Mae	4.500	07/01/2038	34	100.180	34,298.00	Aaa	AAA	3.160	4.328	4.492	3.915	0.61	
31418EVC1 - Fannie Mae	5.000	08/01/2038	75	101.380	75,912.28	Aaa	AAA	2.790	4.418	4.932	3.025	1.36	
31418EVD9 - Fannie Mae	5.500	08/01/2038	26	102.630	27,243.46	Aaa	AAA	2.370	4.324	5.359	2.779	0.49	0.050
31418EW63 - Fannie Mae	5.000	10/01/2038	56	101.370	56,573.23	Aaa	AAA	2.630	4.423	4.932	3.049	1.01	
31418EW71 - Fannie Mae	5.500	10/01/2038	99	102.630	101,718.22	Aaa	AAA	2.140	4.329	5.359	2.792	1.82	
31418EWK2 - Fannie Mae	5.500	09/01/2038	58	102.540	59,656.43	Aaa	AAA	2.170	4.321	5.364	2.770	1.07	
31418EX70 - Fannie Mae	5.500	11/01/2038	111	102.630	114,433.34	Aaa	AAA	2.080	4.333	5.359	2.803	2.04	
31418FA31 - Fannie Mae	5.500	07/01/2039	24	102.540	24,456.70	Aaa	AAA	1.800	4.455	5.364	2.997	0.44	
31418FAH0 - Fannie Mae	6.000	06/01/2039	54	103.770	56,581.63	Aaa	AAA	1.950	4.457	5.782	2.975	1.01	
31418FCP0 - Fannie Mae	6.000	09/01/2039	28	103.770	29,238.30	Aaa	AAA	1.870	4.491	5.782	3.044	0.52	5.447
31418FDM6 - Fannie Mae	5.000	10/01/2039	57	101.300	57,575.81	Aaa	AAA	2.570	4.487	4.936	3.370	1.03	4.550

Treasuries

9128283F5 - United States Treas Nts 2.25%11/15/27 2.25%1	2.250	11/15/2027	103	97.780	101,007.88	U.S./#Aaa	U.S.	1.814	3.484	2.301	1.874	1.80	2.960
9128283W8 - United States Treas Nts 2.75%02/15/28 2.75%0	2.750	02/15/2028	51	98.490	50,755.84	U.S./#Aaa	U.S.	2.044	3.492	2.792	2.126	0.91	2.894
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	290	98.880	287,903.59	U.S./#Aaa	U.S.	2.724	3.537	3.160	2.874	5.14	2.893
91282CDJ7 - United States Treas Nts 1.375%11/15/31 1.375%	1.375	11/15/2031	275	87.110	240,032.99	U.S./#Aaa	U.S.	5.567	3.848	1.578	5.874	4.29	1.802
91282CEE7 - United States Treas Nts 2.375%03/31/29 2.375%	2.375	03/31/2029	53	96.340	51,378.35	U.S./#Aaa	U.S.	3.090	3.578	2.465	3.247	0.92	3.923
91282CEP2 - United States Treas Nts 2.875%05/15/32 2.875%	2.875	05/15/2032	105	94.290	99,388.10	U.S./#Aaa	U.S.	5.773	3.895	3.049	6.372	1.77	3.409
91282CFM8 - United States Treas Nts 4.125%09/30/27 4.125%	4.125	09/30/2027	165	101.070	168,485.76	U.S./#Aaa	U.S.	1.676	3.486	4.081	1.748	3.01	3.563
91282CFV8 - US Treasury N/B	4.125	11/15/2032	281	101.150	285,704.42	U.S./#Aaa	U.S.	5.986	3.932	4.078	6.874	5.10	3.575
91282CGM7 - United States Treas Nts 3.5%02/15/33 3.5%02	3.500	02/15/2033	32	97.180	31,517.60	U.S./#Aaa	U.S.	6.280	3.958	3.602	7.126	0.56	3.387
91282CGS4 - United States Treas Nts 3.625%03/31/30 3.625%	3.625	03/31/2030	50	99.810	50,363.10	U.S./#Aaa	U.S.	3.911	3.673	3.632	4.247	0.90	3.631
91282CJN2 - US Treasury N/B	4.375	11/30/2028	48	102.270	49,268.45	U.S./#Aaa	U.S.	2.724	3.547	4.278	2.915	0.88	4.284
91282CKC4 - US Treasury N/B	4.250	02/28/2031	157	102.300	162,859.75	U.S./#Aaa	U.S.	4.626	3.755	4.154	5.162	2.91	4.274
91282CKK6 - US Treasury N/B	4.875	04/30/2026	107	100.410	108,317.68	U.S./#Aaa	U.S.	0.326	3.594	4.855	0.329	1.93	4.755
91282CKQ3 - US Treasury N/B	4.375	05/15/2034	200	102.190	205,491.88	U.S./#Aaa	U.S.	7.039	4.063	4.281	8.370	3.67	3.872
91282CKX8 - US Treasury N/B	4.250	06/30/2029	131	102.110	133,764.10	U.S./#Aaa	U.S.	3.233	3.603	4.162	3.496	2.39	4.416
91282CMA6 - US Treasury N/B	4.125	11/30/2029	78	101.730	79,623.42	U.S./#Aaa	U.S.	3.599	3.646	4.055	3.915	1.42	4.344
91282CME8 - US Treasury N/B	4.250	12/31/2026	53	100.700	53,371.00	U.S./#Aaa	U.S.	0.972	3.531	4.220	1.000	0.95	3.759
91282CMM0 - US Treasury N/B	4.625	02/15/2035	97	103.800	102,368.35	U.S./#Aaa	U.S.	7.508	4.121	4.456	9.126	1.83	4.333
91282CNT4 - US Treasury N/B	4.250	08/15/2035	100	100.720	102,313.75	U.S./#Aaa	U.S.	7.934	4.158	4.220	9.622	1.83	4.145

Money Market Funds & CD Ladder					
Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH & CASH ALTERNATIVES				\$229,960.45	
FIMM TREASURY ONLY PORTFOLIO MONEY MARKET INSTL CL M/M 3.82%	FRSXX			\$5,707,872.61	
GOLDMAN SACHS FINANCIAL SQUARE TRSY SOLUTIONS FD INSTL CL M/M 3.77%	FEDXX			\$5,279,423.26	
JPMORGAN 100% US TREASURY SEC. MONEY MARKET FD CAPITAL CL M/M 3.78%	CJTX			\$7,368,053.56	
FEDERATED HERMES TRSY OBLIGATION FD INSTL CL IS M/M 3.77%	TOIX			\$7,330,823.39	
FDIC Insured CD Ladder					
WESTERN ALLIANCE BANK PHOENIX, AZ FDIC # 57512 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.2500% DUE 01/30/2026	95763PYE5	1/30/2026	4.250	250,000.00000	\$10,625.00
MERIDIAN BANK DEVON, PA FDIC # 57777 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.2000% DUE 02/18/2026	58958PPX6	2/18/2026	4.200	217,000.00000	\$9,114.00
CAPITAL ONE BANK (USA) NA GLEN ALLEN, VA FDIC # 33954 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.6500% DUE 04/13/2026	14042TFH5	4/13/2026	2.650	250,000.00000	\$6,625.00
BANESCO USA FDIC #57815 CERTIFICATE OF DEPOSIT MONTHLY 4.2000% DUE 05/21/2026	05988ADP4	5/21/2026	4.200	217,000.00000	\$9,114.00
WEBBANK FDIC # 34404 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.1500% DUE 07/24/2026	947548CS0	7/24/2026	4.150	250,000.00000	\$10,375.00
MORGAN STANLEY PRIVATE BANK NATIONAL ASSOCIATION PURCHASE, NY FDIC # 34221 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 4.2000% DUE 08/12/2026	61776NLF8	8/12/2026	4.200	217,000.00000	\$9,114.00
BANK OF AMERICA, N.A. FDIC # 3510 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 4.2000% DUE 08/12/2026	06051XPV8	8/12/2026	4.200	217,000.00000	\$9,114.00
CROSS RIVER BANK TEANECK, NJ FDIC # 58410 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 4.05% DUE 11/23/2026	227563LD3	11/23/2026	4.050	212,000.00000	\$8,586.00
Total:	8			\$27,748,806.03	\$72,667.00

Debt Service Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTCI - City of Destin (Prices as of 12/31/2025)													
	3.921	07/02/2029	5,533	100.043	5,566,559.21			1.524	3.831	3.920	1.600	100.00	3.921
Cash													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2025	46	100.000	45,547.10	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.000	0.82	0.000
ABS													
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	54	101.040	54,681.12	Aaa		0.840	3.812	4.929	0.868	0.98	-0.132
096924AD7 - Bmw Vehicle Owner Trust	4.560	06/25/2029	54	101.010	54,586.44	Aaa	AAA	1.230	3.773	4.514	1.268	0.98	
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	10	99.900	10,278.19		AAA	0.110	4.007	2.943	0.107	0.18	2.941
12674BAD7 - Cnh Equipment Trust	4.360	03/15/2032	40	101.050	40,497.51	Aaa	AAA	1.960	3.865	4.315	2.098	0.73	4.404
12675EAD0 - Cnh Equipment Trust	4.300	07/15/2032	41	101.060	41,512.96		AAA	2.330	3.938	4.255	2.311	0.75	4.344
18978GAD6 - Cnh Equipment Trust	4.030	09/15/2031	27	100.330	27,137.46	Aaa		1.460	3.842	4.017	1.542	0.49	
36268GAD7 - Gm Financial Securitized Term Auto Receivables Tr	4.850	11/16/2028	22	100.610	22,564.14	Aaa		0.620	3.929	4.821	0.658	0.41	
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	10	100.300	9,685.32	Aaa		0.280	3.995	5.035	0.282	0.17	5.050
44918CAD4 - Hyundai Auto Receivables Trust	5.540	08/15/2028	78	101.010	78,825.59		AAA	0.620	3.923	5.485	0.636	1.42	
44934QAD3 - Hyundai Auto Receivables Trust	4.840	11/15/2027	27	101.120	27,360.48		AAA	0.990	3.715	4.786	0.989	0.49	
477911AD3 - John Deere Owner Trust	4.060	09/15/2030	53	100.300	53,254.64	Aaa		1.300	3.859	4.048	1.364	0.96	4.104
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	10	100.460	10,103.29	Aaa		0.420	3.996	4.987	0.422	0.18	5.015
47800UAD8 - John Deere Owner Trust	4.170	12/15/2029	42	100.780	42,405.44	Aaa	AAA	2.020	3.854	4.138	2.156	0.76	4.170
58768YAB1 - Mercedes-Benz Auto Lease Trust	4.570	03/15/2030	31	100.500	31,217.96		AAA	0.790	3.965	4.547	0.808	0.56	4.614
58769FAC9 - Mercedes-Benz Auto Receivables Trust	5.950	07/15/2028	40	101.340	40,387.16		AAA	0.610	4.044	5.871	0.641	0.73	
58773DAD6 - Mercedes-Benz Auto Receivables Trust	4.880	10/15/2029	83	101.450	84,383.52	Aaa		1.310	3.778	4.810	1.326	1.52	
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	01/15/2029	45	100.700	45,491.02	Aaa	AAA	0.700	3.857	4.767	0.721	0.82	
92348KCD3 - Verizon Master Trust	5.670	11/20/2029	116	101.600	118,056.97		AAA	1.380	4.836	5.581	0.882	2.12	
92348KCU5 - Verizon Master Trust	5.210	06/20/2029	72	100.590	72,539.42		AAA	1.000	5.074	5.179	0.466	1.30	
92348KDE0 - Verizon Master Trust	4.170	08/20/2030	27	100.610	27,199.10	Aaa	AAA	2.070	4.117	4.145	1.633	0.49	4.216
92348KDM2 - Verizon Master Trust	4.620	11/20/2030	54	101.460	54,864.63	Aaa		2.280	4.227	4.554	1.882	0.99	
92808VAA0 - Virginia Power Fuel Sec	5.088	05/01/2027	12	100.670	12,206.99	Aaa	AAA	0.700	4.601	5.054	1.332	0.22	-0.812
92970QAJ4 - Wells Fargo Card Issuance Trust	4.340	05/15/2028	55	101.330	55,837.59		AAA	2.210	3.803	4.283	2.369	1.00	4.380
98164DAD9 - World Omni Auto Receivables Trust	5.790	10/15/2028	39	101.190	39,376.59		AAA	0.590	3.859	5.722	0.592	0.71	
98164HAD0 - World Omni Auto Receivables Trust	5.270	07/15/2029	36	100.920	36,785.64		AAA	0.700	3.988	5.222	0.690	0.66	
Agencies													
3130AYPN0 - Federal Home Loan Bank	4.125	01/15/2027	75	100.640	76,906.56	Aaa	AAA	1.010	3.491	4.099	1.041	1.38	4.201
3133ENEN6 - Federal Farm Credit Bank	1.580	11/22/2027	43	96.420	41,534.20	Aaa	AA+	1.838	3.553	1.639	1.893	0.75	3.803
3133ERNP2 - Federal Farm Credit Bank	4.000	08/06/2027	40	100.700	40,924.44	Aaa	AA+	1.537	3.544	3.972	1.597	0.74	3.967
3133ERP7 - Federal Farm Credit Bank	3.750	08/16/2027	80	100.320	81,381.00	Aaa	AA+	1.565	3.544	3.738	1.625	1.46	3.862
742651DY5 - Private Expt Fdg Corp Sr Sec Nt 1.4%28 Sr Sec	1.400	07/15/2028	30	94.370	28,504.67	Aaa	AAA	2.458	3.745	1.484	2.538	0.51	3.917
CMBS													
3137F2L38 - FHLMC Remic Series K-066 20261225 2.79700 a-1	2.797	12/01/2026	10	99.600	9,780.97	Aaa	AAA	0.200	3.877	2.808	0.211	0.18	
3137FHPJ6 - FHLMC Remic Series K-080 20280725 Flt a-2	3.926	07/01/2028	56	100.150	56,267.21	Aaa	AAA	2.370	3.781	3.920	2.500	1.01	3.844
3137FQXJ7 - FHLMC Remic Series K-737 20261025 2.52500 a-2	2.525	10/01/2026	35	99.010	34,727.14	Aaa	AAA	0.650	3.796	2.550	0.666	0.62	
3137FUZU1 - FHLMC Remic Series K-112 20300225 0.79900 a-1	0.799	02/01/2030	23	94.110	21,399.14	Aaa	AAA	2.080	3.791	0.849	2.178	0.38	
38373MX54 - Government National Mortgage Association	6.041	01/01/2034	104	103.070	107,469.70	Aaa	AAA	1.900	5.297	5.861	4.260	1.93	4.152
38380MX89 - GNMA Remic Trust 2019-037 20281016 3.00000 V	3.000	10/01/2028	37	97.960	36,191.48	Aaa	AAA	1.350	5.507	3.062	1.427	0.65	4.572
CMO													
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	05/01/2027	5	98.940	4,992.81	Aaa	AAA	0.430	4.863	2.021	0.444	0.09	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	50	95.700	48,102.20	Aaa	AAA	2.100	4.017	2.090	2.202	0.86	4.452
3136AFDT8 - FNMA Remic Trust 2013-72 20330425 3.00000 Hg	3.000	04/01/2033	97	98.450	95,447.92	Aaa	AAA	1.650	3.943	3.047	1.729	1.71	4.422
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	0	99.480	35.62	Aaa	AA+	0.230	4.792	2.513	0.238	0.00	2.000
3136AVH28 - Fannie Mae	3.000	12/01/2029	234	98.070	230,421.78	Aaa	AAA	1.980	3.915	3.059	1.890	4.14	4.273
3136AYRS4 - FNMA Remic Trust 2017-91 20450625 3.00000 Pc	3.000	06/01/2045	30	98.530	30,040.04	Aaa	AAA	1.420	3.880	3.045	1.312	0.54	
3136B26F4 - Fannie Mae	3.500	04/01/2028	134	99.560	133,656.23	Aaa	AAA	1.620	4.051	3.515	1.244	2.40	4.466
3137AJYG3 - FHLMC Remic Series 3973 20261215 2.50000 Pd	2.500	12/01/2026	4	99.200	3,862.38	Aaa	AA+	0.440	4.121	2.520	0.460	0.07	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	2	98.250	1,860.66	Aaa	AAA	0.750	3.915	1.781	0.803	0.03	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	7	98.660	6,703.28	Aaa	AAA	0.730	3.959	2.027	0.770	0.12	

Debt Service Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
3137FA3N6 - Freddie Mac	3.000	04/01/2031	100	98.670	98,690.38	Aaa	AAA	1.870	4.148	3.040	1.896	1.77	4.482
3137FBCS3 - Freddie Mac	3.500	07/01/2032	217	98.310	214,278.24	Aaa	AAA	2.850	4.032	3.560	2.937	3.85	4.243
3137FHR70 - Freddie Mac	3.500	03/01/2030	49	98.010	48,635.48	Aaa	AAA	2.040	4.025	3.571	2.014	0.87	4.570
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	1	102.780	942.26	Aaa	AAA	2.250	4.187	5.351	2.495	0.02	
31394V5R7 - Fannie Mae	5.000	10/01/2035	283	102.010	290,256.51	Aaa	AAA	2.560	4.263	4.901	2.877	5.21	4.119
31398CWF1 - Freddie Mac	4.500	09/01/2028	44	100.070	44,189.32	Aaa	AAA	1.270	3.983	4.497	1.370	0.79	4.733
31398FVH1 - Fannie Mae	5.000	08/01/2028	25	100.970	25,640.03	Aaa	AAA	1.220	3.993	4.952	1.315	0.46	4.185
38380YR49 - Government National Mortgage Association	3.500	05/01/2045	18	99.530	18,173.08	Aaa	AAA	0.530	4.179	3.517	0.556	0.33	
38384JZW7 - Government National Mortgage Association	5.500	12/01/2028	158	101.640	160,970.55	Aaa	AAA	1.650	4.360	5.411	1.529	2.89	

MBS

3128MFDL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20320701 3.	3.500	07/01/2032	31	99.150	30,373.64	Aaa	AAA	2.180	3.852	3.530	2.331	0.55	2.600
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	11	97.760	11,101.67	Aaa	AAA	2.630	3.974	3.069	2.675	0.20	0.770
3132AD2F4 - Freddie Mac	5.000	02/01/2035	44	101.280	44,386.21	Aaa	AAA	1.530	3.925	4.937	1.655	0.80	4.756
3132D9SF2 - Freddie Mac	6.000	04/01/2044	9	104.360	9,192.86	Aaa	AAA	1.350	4.684	5.749	2.281	0.17	
3138AS5A6 - FNMA Umbs Int 15 Year 3.500 20260901 3.	3.500	09/01/2026	5	99.550	5,268.22	Aaa	AAA	0.320	4.240	3.516	0.342	0.09	4.583
3138ENMH9 - Fannie Mae	3.500	07/01/2029	74	99.140	73,460.65	Aaa	AAA	1.210	3.691	3.530	1.247	1.32	4.719
3138EP2P8 - FNMA Super Int 15 Year 4.000 20290701 4.	4.000	07/01/2029	23	99.990	23,484.45	Aaa	AAA	1.200	3.731	4.000	1.301	0.42	2.453
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	02/01/2031	6	99.290	6,004.47	Aaa	AAA	1.750	3.752	3.525	1.819	0.11	
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	8	99.410	8,133.25	Aaa	AAA	1.280	3.717	3.521	1.370	0.15	1.222
3138WDU82 - FNMA Umbs Int 15 Year 3.000 20300101 3.	3.000	01/01/2030	112	98.510	110,748.83	Aaa	AAA	1.580	3.719	3.045	1.655	1.99	4.269
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	2	96.820	2,053.02	Aaa	AAA	2.250	3.776	2.582	2.336	0.04	0.651
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	11	95.360	10,783.25	Aaa	AAA	1.960	3.780	1.573	2.003	0.19	0.962
3140XF3M1 - FNMA Super Int 20 Year 4.500 20381101 4.	4.500	11/01/2038	24	100.710	23,935.51	Aaa	AAA	1.880	3.920	4.468	2.052	0.43	2.736
31417YTV9 - FNMA Pass-Thru Int 20 Year 4.000 20301101 4.	4.000	11/01/2030	10	99.770	9,581.96	Aaa	AAA	1.790	3.912	4.009	1.932	0.17	
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	3	98.040	2,725.33	Aaa	AAA	3.820	4.228	3.570	4.033	0.05	1.082
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	21	97.710	20,706.91	Aaa	AAA	2.410	3.885	3.070	2.484	0.37	0.781
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	9	94.960	8,225.58	Aaa	AAA	2.130	3.796	1.580	2.175	0.15	0.775
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	3	99.230	3,024.40	Aaa	AAA	1.540	3.892	3.527	1.608	0.05	0.953
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	5.000	11/01/2028	45	99.760	44,832.98	Aaa	AAA	0.160	3.777	5.012	1.110	0.81	4.851

Emergency Maintenance Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTCT - City of Destin (Prices as of 12/31/2025)	3.870	08/12/2029	5,243	99.896	5,268,563.69			1.620	3.766	3.874	1.701	100.00	3.906
Cash													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2025	24	100.000	24,288.83	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.000	0.46	0.000
ABS													
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	33	101.040	33,416.24	Aaa		0.840	3.812	4.929	0.868	0.63	-0.132
096924AD7 - Bmw Vehicle Owner Trust	4.560	06/25/2029	103	101.010	104,118.58	Aaa	AAA	1.230	3.773	4.514	1.268	1.98	
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	34	99.900	33,549.59		AAA	0.110	4.007	2.943	0.107	0.64	2.941
12674BAD7 - Cnh Equipment Trust	4.360	03/15/2032	105	101.050	106,305.97	Aaa	AAA	1.960	3.865	4.315	2.098	2.02	4.404
12675EAD0 - Cnh Equipment Trust	4.300	07/15/2032	61	101.060	61,763.18		AAA	2.330	3.938	4.255	2.311	1.17	4.344
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	04/15/2027	60	101.150	60,537.66	Aaa		0.610	3.984	5.754	0.627	1.15	
18978GAD6 - Cnh Equipment Trust	4.030	09/15/2031	39	100.330	39,198.55	Aaa		1.460	3.842	4.017	1.542	0.74	
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	24	100.300	24,213.33	Aaa		0.280	3.995	5.035	0.282	0.46	5.050
44934QAD3 - Hyundai Auto Receivables Trust	4.840	11/15/2027	76	101.120	77,014.68		AAA	0.990	3.715	4.786	0.989	1.46	
4780UAD8 - John Deere Owner Trust	4.170	12/15/2029	70	100.780	70,675.73	Aaa	AAA	2.020	3.854	4.138	2.156	1.34	4.170
58768YAB1 - Mercedes-Benz Auto Lease Trust	4.570	03/15/2030	64	100.500	64,449.99		AAA	0.790	3.965	4.547	0.808	1.22	4.614
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	01/15/2029	75	100.700	75,818.34	Aaa	AAA	0.700	3.857	4.767	0.721	1.44	
92348KCU5 - Verizon Master Trust	5.210	06/20/2029	70	100.590	70,524.44		AAA	1.000	5.074	5.179	0.466	1.34	
92348KDE0 - Verizon Master Trust	4.170	08/20/2030	38	100.610	38,280.22	Aaa		2.070	4.117	4.145	1.633	0.73	4.216
9280VAA0 - Virginia Power Fuel Sec	5.088	05/01/2027	16	100.670	16,113.23	Aaa	AAA	0.700	4.601	5.054	1.332	0.31	-0.812
92970QAJ4 - Wells Fargo Card Issuance Trust	4.340	05/15/2028	93	101.330	94,416.29		AAA	2.210	3.803	4.263	2.369	1.79	4.380
98164HAD0 - World Omni Auto Receivables Trust	5.270	07/15/2029	35	100.920	35,817.61		AAA	0.700	3.988	5.222	0.690	0.68	
Agencies													
3130AYPN0 - Federal Home Loan Bank	4.125	01/15/2027	100	100.640	102,542.08	Aaa	AAA	1.010	3.491	4.099	1.041	1.95	4.201
3133ENEN6 - Federal Farm Credit Bank	1.580	11/22/2027	85	96.420	82,102.49	Aaa	AA+	1.838	3.553	1.639	1.893	1.56	3.803
3133ERNP2 - Federal Farm Credit Bank	4.000	08/06/2027	56	100.700	57,294.22	Aaa	AA+	1.537	3.544	3.972	1.597	1.09	3.967
3133ERPV7 - Federal Farm Credit Bank	3.750	08/16/2027	105	100.320	106,812.56	Aaa	AA+	1.565	3.544	3.738	1.625	2.03	3.862
3134GXNM2 - Freddie Mac	2.670	03/25/2027	77	98.920	76,716.64	Aaa	AA+	1.201	3.570	2.699	1.230	1.46	4.415
CMBS													
3137F1G44 - FHLMC Remic Series K-065 20270425 3.24300 a-2	3.243	04/01/2027	26	99.260	25,877.87	Aaa	AAA	1.170	3.729	3.267	1.214	0.49	
3137F63Y1 - FHLMC Remic Series K-119 20300425 0.85000 a-1	0.850	04/01/2030	20	93.930	19,042.25	Aaa	AAA	2.150	3.790	0.905	2.265	0.36	
3137FBBX3 - FHLMC Remic Series K-068 20270825 3.24400 a-2	3.244	08/01/2027	64	99.120	63,609.81	Aaa	AAA	1.500	3.731	3.273	1.564	1.21	3.836
3137FHPJ6 - FHLMC Remic Series K-080 20280725 Flt a-2	3.926	07/01/2028	94	100.150	94,448.54	Aaa	AAA	2.370	3.781	3.920	2.500	1.79	3.844
3137FUZU1 - FHLMC Remic Series K-112 20300225 0.79900 a-1	0.799	02/01/2030	45	94.110	42,798.29	Aaa	AAA	2.080	3.791	0.849	2.178	0.81	
CMO													
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	70	95.700	67,312.58	Aaa	AAA	2.100	4.017	2.090	2.202	1.28	4.452
3136AMVP1 - Fannie Mae	2.250	09/01/2029	77	96.460	74,044.64	Aaa	AAA	1.690	3.988	2.333	1.767	1.41	4.374
3137A7G46 - Freddie Mac	4.000	05/01/2030	53	99.820	52,699.53	Aaa	AAA	1.840	4.080	4.007	1.984	1.00	
3137ANTK1 - FHLMC Remic Series 4027 20410715 3.50000 Ta	3.500	07/01/2041	94	98.230	93,093.63	Aaa	AAA	2.640	4.069	3.563	2.724	1.77	
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 VJ	3.000	01/01/2026	0	99.740	305.08	Aaa	AAA			3.008	0.000	0.01	2.700
3137B1MW9 - FHLMC Remic Series 4198 20330115 4.00000 Qp	4.000	01/01/2033	17	99.700	17,421.44	Aaa	AAA	1.060	3.844	4.012	1.110	0.33	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	8	98.250	7,491.18	Aaa	AAA	0.750	3.915	1.781	0.803	0.14	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	19	98.660	18,522.97	Aaa	AAA	0.730	3.959	2.027	0.770	0.35	
3137FBCS3 - Freddie Mac	3.500	07/01/2032	157	98.310	154,801.77	Aaa	AAA	2.850	4.032	3.560	2.937	2.94	4.243
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	4	102.780	4,592.95	Aaa	AAA	2.250	4.187	5.351	2.495	0.09	
31394VSR7 - Fannie Mae	5.000	10/01/2035	99	102.010	101,392.39	Aaa	AAA	2.560	4.263	4.901	2.877	1.92	4.119
31395RZ20 - Freddie Mac	5.500	01/01/2035	96	103.330	99,603.54	Aaa	AAA	2.560	4.184	5.323	2.863	1.89	4.289
31398FVH1 - Fannie Mae	5.000	08/01/2028	118	100.970	120,127.23	Aaa	AAA	1.220	3.993	4.952	1.315	2.28	4.185
31398WJX3 - Freddie Mac	4.000	02/01/2029	72	99.500	72,233.13	Aaa	AAA	1.700	4.030	4.020	1.458	1.37	4.012
38384JZW7 - Government National Mortgage Association	5.500	12/01/2028	86	101.640	87,335.08	Aaa	AAA	1.650	4.360	5.411	1.529	1.66	
MBS													
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	38	97.760	36,909.46	Aaa	AAA	2.630	3.974	3.069	2.675	0.70	0.770
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	16	95.660	15,271.20	Aaa	AAA	2.240	3.725	2.091	2.374	0.29	0.533
3132AD2F4 - Freddie Mac	5.000	02/01/2035	74	101.280	74,909.68	Aaa	AAA	1.530	3.925	4.937	1.655	1.42	4.756
3132AEFB7 - FHLMC Super 15y Fixed 3.500 20330201 3.	3.500	02/01/2033	100	99.200	99,460.03	Aaa	AAA	1.790	3.743	3.528	1.926	1.89	4.094
3132D9SF2 - Freddie Mac	6.000	04/01/2044	13	104.360	13,132.65	Aaa	AAA	1.350	4.684	5.749	2.281	0.25	
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	11	100.080	11,290.93	Aaa	AAA	2.600	3.931	3.997	2.751	0.21	0.680
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	38	95.360	36,597.71	Aaa	AAA	1.960	3.780	1.573	2.003	0.69	0.962
31417Y2J5 - Fannie Mae	4.500	06/01/2031	99	100.520	99,529.85	Aaa	AAA	1.900	3.924	4.477	2.082	1.89	4.018
31418AJK5 - FNMA Umbs Int 20 Year 3.000 20320901 3.	3.000	09/01/2032	108	97.250	105,784.84	Aaa	AAA	2.460	3.943	3.085	2.656	2.01	4.776
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	21	97.100	20,173.71	Aaa	AAA	3.630	4.149	3.605	3.951	0.38	1.232
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	36	97.710	35,632.71	Aaa	AAA	2.410	3.885	3.070	2.484	0.68	0.781
31418CZ56 - FNMA Pass-Thru Int 15 Year 4.000 20330801 4.	4.000	09/01/2033	128	100.100	128,467.11	Aaa	AAA	2.610	3.933	3.996	2.790	2.44	4.075
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	14	94.960	13,460.04	Aaa	AAA	2.130	3.796	1.580	2.175	0.26	0.775
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	9	99.230	9,409.27	Aaa	AAA	1.540	3.892	3.527	1.608	0.18	0.953
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	5.000	11/01/2028	69	99.760	69,067.02	Aaa	AAA	0.160	3.777	5.012	1.110	1.31	4.851
Treasuries													
91282CHB0 - US Treasury N/B	3.625	05/15/2026	359	100.030	360,761.37	U.S./#Aaa	U.S.	0.365	3.527	3.624	0.370	6.85	4.182
91282CHU8 - US Treasury N/B	4.375	08/15/2026	300	100.470	306,331.88	U.S./#Aaa	U.S.	0.610	3.602	4.355	0.622	5.81	4.448
91282CKA8 - US Treasury N/B	4.125	02/15/2027	188	100.660	192,148.93	U.S./#Aaa	U.S.	1.093	3.518	4.098	1.126	3.65	4.542
91282CLL3 - US Treasury N/B	3.375	09/15/2027	324	99.820	326,648.97	U.S./#Aaa	U.S.	1.645	3.483	3.381	1.707	6.20	3.838
91282CLX7 - US Treasury N/B	4.125	11/15/2027	95	101.140	96,580.96	U.S./#Aaa	U.S.	1.792	3.489	4.079	1.874	1.83	4.239
91282CND9 - US Treasury N/B	3.750	05/15/2028	256	100.540	258,602.29	U.S./#Aaa	U.S.	2.253	3.509	3.730	2.372	4.91	3.847
91282CNY3 - US Treasury N/B	3.375	09/15/2028	284	99.590	285,668.73	U.S./#Aaa	U.S.	2.567	3.534	3.389	2.708	5.42	3.526

Emergency Operating Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC1 - City Of Destin (Prices as of 12/31/2025)													
	3.826	02/24/2029	5,241	99.864	5,265,905.35			1.519	3.788	3.832	1.569	100.00	3.898
Cash													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2025	39	100.000	39,316.73	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.000	0.75	0.000
ABS													
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	34	101.040	34,428.85	Aaa		0.840	3.812	4.929	0.868	0.65	-0.132
096924AD7 - Bmw Vehicle Owner Trust	4.560	06/25/2029	91	101.010	91,988.26	Aaa	AAA	1.230	3.773	4.514	1.268	1.75	
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	16	99.900	15,902.11		AAA	0.110	4.007	2.943	0.107	0.30	2.941
14043GAD6 - Capital One Prime At Tr 2022-2 20270517 4.14000 a-3	3.660	05/15/2027	28	99.960	28,178.20	Aaa	AAA	0.160	4.001	3.661	0.167	0.54	
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	04/15/2027	23	101.150	23,502.86	Aaa		0.610	3.984	5.754	0.627	0.45	
14318MAE9 - Carmax Auto Owner Trust	4.060	09/15/2027	35	100.040	35,077.16		AAA	0.480	3.947	4.058	0.474	0.67	
18978GAD6 - Cnh Equipment Trust	4.030	09/15/2031	82	100.330	82,417.47	Aaa		1.460	3.842	4.017	1.542	1.57	
344940AD3 - Ford Credit Auto Owner Trust	5.530	06/15/2028	51	101.020	51,918.31	Aaa	AAA	0.610	3.925	5.474	0.644	0.99	
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	27	100.300	27,239.98	Aaa		0.280	3.995	5.035	0.282	0.52	5.050
438123AD3 - Honda Auto Receivables Owner Trust	5.660	02/21/2030	28	102.020	28,609.62	Aaa		1.610	4.387	5.548	1.137	0.54	
477911AD3 - John Deere Owner Trust	4.060	09/15/2030	38	100.300	38,182.57	Aaa		1.300	3.859	4.048	1.364	0.73	4.104
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	28	100.460	27,978.34	Aaa		0.420	3.996	4.987	0.422	0.53	5.015
47800UAD8 - John Deere Owner Trust	4.170	12/15/2029	50	100.780	50,482.67	Aaa	AAA	2.020	3.854	4.138	2.156	0.96	4.170
58768YAB1 - Mercedes-Benz Auto Lease Trust	4.570	03/15/2030	103	100.500	103,724.20		AAA	0.790	3.965	4.547	0.808	1.97	4.614
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	01/15/2029	83	100.700	84,242.61	Aaa	AAA	0.700	3.857	4.767	0.721	1.60	
92348KCD3 - Verizon Master Trust	5.670	11/20/2029	92	101.600	93,631.39		AAA	1.380	4.836	5.581	0.882	1.78	
92348KCU5 - Verizon Master Trust	5.210	06/20/2029	8	100.590	8,059.94		AAA	1.000	5.074	5.179	0.466	0.15	
92348KDE0 - Verizon Master Trust	4.170	08/20/2030	38	100.610	38,280.22	Aaa	AAA	2.070	4.117	4.145	1.633	0.73	4.216
92808VAA0 - Virginia Power Fuel Sec	5.088	05/01/2027	16	100.670	16,601.51	Aaa	AAA	0.700	4.601	5.054	1.332	0.32	-0.812
92970QAJ4 - Wells Fargo Card Issuance Trust	4.340	05/15/2028	93	101.330	94,416.29		AAA	2.210	3.803	4.283	2.369	1.79	4.380
98164HAD0 - World Omni Auto Receivables Trust	5.270	07/15/2029	62	100.920	62,922.82		AAA	0.700	3.988	5.222	0.690	1.19	
Agencies													
3130AYPN0 - Federal Home Loan Bank	4.125	01/15/2027	105	100.640	107,669.19	Aaa	AAA	1.010	3.491	4.099	1.041	2.04	4.201
3133ENEN6 - Federal Farm Credit Bank	1.580	11/22/2027	72	96.420	69,545.64	Aaa	AA+	1.838	3.553	1.639	1.893	1.32	3.803
3133ERNP2 - Federal Farm Credit Bank	4.000	08/06/2027	57	100.700	58,317.33	Aaa	AA+	1.537	3.544	3.972	1.597	1.11	3.967
3133ERPVP7 - Federal Farm Credit Bank	3.750	08/16/2027	76	100.320	77,311.95	Aaa	AA+	1.565	3.544	3.738	1.625	1.47	3.862
3134GXNM2 - Freddie Mac	2.670	03/25/2027	77	98.920	76,716.64	Aaa	AA+	1.201	3.570	2.699	1.230	1.46	4.415
742651EA6 - Private Export Funding	4.300	12/15/2028	100	101.760	101,951.11	Aaa	AAA	2.760	3.666	4.226	2.956	1.94	3.617
CMBS													
302617AU9 - Fresb Multifamily Mortgage Pass-Through Certifica	2.430	05/01/2026	63	99.420	62,957.20	Aaa	AAA	0.210	4.078	2.444	0.211	1.20	4.789
3137F63Y1 - FHLMC Remic Series K-119 20300425 0.85000 a-1	0.850	04/01/2030	69	93.930	65,183.08	Aaa	AAA	2.150	3.790	0.905	2.265	1.24	
3137FBBX3 - FHLMC Remic Series K-068 20270825 3.24400 a-2	3.244	08/01/2027	63	99.120	62,615.91	Aaa	AAA	1.500	3.731	3.273	1.564	1.19	
3137FX3P1 - FHLMC Remic Series K-117 20300125 0.69700 a-1	0.697	01/01/2030	33	93.840	30,533.85	Aaa	AAA	2.030	3.733	0.743	2.131	0.58	
CMO													
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	05/01/2027	10	98.940	10,023.16	Aaa	AAA	0.430	4.863	2.021	0.444	0.19	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	57	95.700	54,581.89	Aaa	AAA	2.100	4.017	2.090	2.202	1.04	4.452
3136B26F4 - Fannie Mae	3.500	04/01/2028	187	99.560	186,521.85	Aaa	AAA	1.620	4.051	3.515	1.244	3.54	4.559
3137APVP2 - FHLMC Remic Series 4054 20270515 3.00000 Ay	3.000	05/01/2027	77	98.970	76,082.44	Aaa	AAA	0.600	4.112	3.031	0.627	1.44	4.435
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	7	98.250	6,827.81	Aaa	AAA	0.750	3.915	1.781	0.803	0.13	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	19	98.660	18,495.61	Aaa	AAA	0.730	3.959	2.027	0.770	0.35	
3137FBCS3 - Freddie Mac	3.500	07/01/2032	157	98.310	154,801.77	Aaa	AAA	2.850	4.032	3.560	2.937	2.94	4.243
31393BJP1 - Fannie Mae	4.000	11/01/2032	228	98.980	226,645.11	Aaa	AAA	2.290	4.271	4.041	2.530	4.30	4.360
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	17	102.780	17,974.63	Aaa	AAA	2.250	4.187	5.351	2.495	0.34	
31394V5R7 - Fannie Mae	5.000	10/01/2035	142	102.010	145,439.92	Aaa	AAA	2.560	4.263	4.901	2.877	2.76	4.119
31398MEV4 - FNMA Remic Trust 2010-14 20300325 4.00000 Ac	4.000	03/01/2030	144	99.610	143,907.01	Aaa	AAA	1.500	4.049	4.016	1.625	2.73	4.664
31398VWE2 - FHLMC Remic Series 3653 20300415 4.50000 B	4.500	04/01/2030	68	100.590	69,006.52	Aaa	AAA	1.450	4.110	4.474	1.532	1.31	4.400
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	1	99.760	1,477.11	Aaa	AA+	0.660	3.938	7.518	0.718	0.03	5.155
38384JZW7 - Government National Mortgage Association	5.500	12/01/2028	102	101.640	104,459.61	Aaa	AAA	1.650	4.360	5.411	1.529	1.98	

Emergency Operating Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC1 - City Of Destin (Prices as of 12/31/2025)	3.826	02/24/2029	5,241	99.864	5,265,905.35			1.519	3.788	3.832	1.569	100.00	3.898

MBS

3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	38	97.760	36,909.46	Aaa	AAA	2.630	3.974	3.069	2.675	0.70	0.770
3128MMRL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20281101 3.	3.500	11/01/2028	34	99.480	33,766.78	Aaa	AAA	1.150	3.689	3.518	1.205	0.64	4.521
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	32	96.770	31,048.80	Aaa	AAA	2.210	3.787	2.583	2.270	0.59	0.840
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	15	95.660	14,180.40	Aaa	AAA	2.240	3.725	2.091	2.374	0.27	0.533
3132AD2F4 - Freddie Mac	5.000	02/01/2035	68	101.280	68,932.18	Aaa	AAA	1.530	3.925	4.937	1.655	1.31	4.756
3132D9SF2 - Freddie Mac	6.000	04/01/2044	13	104.360	13,132.65	Aaa	AAA	1.350	4.684	5.749	2.281	0.25	
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	6	97.250	5,402.41	Aaa	AAA	1.790	3.729	2.571	1.896	0.10	1.392
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	11	100.080	11,407.33	Aaa	AAA	2.600	3.931	3.997	2.751	0.22	0.680
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	38	95.360	36,597.71	Aaa	AAA	1.960	3.780	1.573	2.003	0.69	0.962
31418ACN6 - Fannie Mae	3.500	02/01/2032	49	98.550	48,500.90	Aaa	AAA	2.200	3.927	3.551	2.388	0.92	4.119
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	13	98.040	12,718.20	Aaa	AAA	3.820	4.228	3.570	4.033	0.24	1.082
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	39	97.710	37,840.04	Aaa	AAA	2.410	3.885	3.070	2.484	0.72	0.781
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	48	94.960	45,614.59	Aaa	AAA	2.130	3.796	1.580	2.175	0.87	0.775
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	9	99.230	8,737.18	Aaa	AAA	1.540	3.892	3.527	1.608	0.17	0.953
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	5.000	11/01/2028	22	99.760	21,810.63	Aaa	AAA	0.160	3.777	5.012	1.110	0.41	4.851

Treasuries

91282CFM8 - United States Treas Nts 4.125%09/30/27 4.125%	4.125	09/30/2027	48	101.070	49,014.04	U.S./#Aaa	U.S.	1.676	3.486	4.081	1.748	0.93	3.635
91282CHB0 - US Treasury N/B	3.625	05/15/2026	293	100.030	294,437.56	U.S./#Aaa	U.S.	0.365	3.527	3.624	0.370	5.59	4.162
91282CHU8 - US Treasury N/B	4.375	08/15/2026	297	100.470	303,268.56	U.S./#Aaa	U.S.	0.610	3.602	4.355	0.622	5.76	4.447
91282CKA8 - US Treasury N/B	4.125	02/15/2027	319	100.660	326,039.94	U.S./#Aaa	U.S.	1.093	3.518	4.098	1.126	6.19	4.125
91282CLL3 - US Treasury N/B	3.375	09/15/2027	324	99.820	326,648.97	U.S./#Aaa	U.S.	1.645	3.483	3.381	1.707	6.20	3.826
91282CLX7 - US Treasury N/B	4.125	11/15/2027	91	101.140	92,514.40	U.S./#Aaa	U.S.	1.792	3.489	4.079	1.874	1.76	4.246
91282CND9 - US Treasury N/B	3.750	05/15/2028	154	100.540	155,565.44	U.S./#Aaa	U.S.	2.253	3.509	3.730	2.372	2.95	3.780
91282CNY3 - US Treasury N/B	3.375	09/15/2028	284	99.590	285,668.73	U.S./#Aaa	U.S.	2.567	3.534	3.389	2.708	5.42	3.526

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council
THRU: Larry Jones , City Manager
FROM: Rey Bailey, City Clerk
DATE: January 14, 2026
SUBJECT: Minutes of Standing Boards and Committees - Informational Only

I. BACKGROUND: Attached are draft copies of the meeting minutes from the city's standing committees and boards. These minutes are being provided to the city council for informational purposes only.

II. DISCUSSION: The list below identifies the relevant motion(s) approved by each committee and board:

Board of Adjustment Meeting – December 3, 2025

Motion by Chairman Weidenhamer to approve the variance in strict accordance with the City Engineer's determination, allowing a reduction of the required stacking distance to 27 feet from the right-of-way and authorizing the removal of the sable palm located near the utility box on the southwest side of the property. This configuration was determined to be the least intrusive option that could be approved without creating safety concerns for vehicular or pedestrian traffic. Board member Sweetser provided the second to the motion, which passed 4-0.

Local Planning Agency – December 4, 2025

Motion by Agency Member Buhr, seconded by Agency Member Bell, for the Local Planning Agency to recommend that the City Council approve Ordinance 25-26-LC, including the discussed changes or additions to the definitions of 'destroyed,' 'demolished,' and 'modified,' as well as the provisions regarding the 50% threshold and the definition of 'replacement cost. The motion passed with a 6-0 vote.

Public Works/Public Safety Committee – December 9, 2025

Motion by Chairman Wood, seconded by Committee member Weidenhamern to recommend to the city council to keep Kelly Street speed limit at its current speed limit of 30 mph. The motion passed 6-0.

Motion by Committee member Weidenhamer, seconded by Committee member Ansley, to recommend to the city council to consider the committee's nomination of Marcie Bell and Tammy Weidenhammer to serve as the Public Works/Public Safety Committee representatives to the Destin East Pass Bridge Advisory Committee. The motion passed 6-0.

Harbor CRA Advisory Committee – December 10, 2025

No relevant motions were considered or acted upon at the Harbor CRA-Advisory Committee meeting, other than the approval of the agenda and the prior meeting minutes.

East Pass Bridge Advisory Committee – December 10, 2025

No relevant motions were considered or acted upon at the East Pass Bridge Committee meeting,

Town Center CRA Advisory Committee – December 17, 2025

No relevant motions were considered or acted upon at the Town Center CRA-Advisory Committee meeting.

- 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:

1. 12-3-25 BOA
2. 12-4-25 LPA
3. 12-9-25 PWPS
4. 12-10-25 - HCRA-AC
5. 12-10-25 East Pass Bridge Replacement Meeting
6. 12-17-2025 TCCRA-AC

**BOARD OF ADJUSTMENT
DESTIN CITY HALL ANNEX CHAMBERS
WEDNESDAY, DECEMBER 5, 2025
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, December 5, 2025, at Destin City Hall Annex Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
James Moomaw
Lance Johnson
Matthew Sweetser

Absent:

Chatham Morgan

Staff Present:

Kim Montgomery, Deputy City Clerk
Jesse Hernandez Senior Planner
David Prichard, Com. Development Director
Kim Kopp City Attorney

3. AGENDA APPROVAL:

Chairman Weidenhamer asked if there are any additions or changes needed to the agenda. With no changes or additions necessary, Chairman Weidenhamer announced that the agenda is approved.

5. NEW BUSINESS:

A. PZ-2025-10 – 616 Harbor Boulevard Variance Request

City Attorney Kim Kopp announced for the record that the item being heard is a quasi-judicial hearing LGM Landscape and Irrigation, LLC, on behalf of KIKIKERCRO, LTD, is seeking relief from Land Development Code (LDC) Section 8.04.03.D.1.b, which requires a minimum of 40 feet of total vehicular stacking distance to be required from the edge of the right-of-way to the closest point of the gate. The Applicant is requesting 20 feet of total vehicular stacking distance from the edge of the right-of-way to the gate. The subject property is located at 616 Harbor Boulevard, Destin FL, 32541 (00-2S-22-0700-000D-0010).

❖ Senior Planner Jesse Hernandez explained the following:

- Renovations of a single-family home that was originally built in the 1980's.
- Final renovation the applicant is seeking to install an 8-foot privacy fence with an automated front gate for the purpose of privacy, noise reduction, and security, given the home is located between two commercial properties.

- Code requires 40 feet minimum vehicular stacking distance from the edge of right-of-way to the closest point at the gate.
- Applicant requested 20 feet stacking/clearance distance.
- Applicant rationale:
 - Moving the gate to meet the 40 feet requirements would reduce/impact the usable parking area.

❖ **Staff Findings / Criteria Reminder**

- Staff stated:
 - The BOA must find all six variance criteria satisfied per LDC 2.25.03(C).
 - Staff found the applicant did not meet all six of the criteria, however, the Board must make the final determination.
- Staff noted the applicant's representative, Victoria McCraw, LGM Landscape, is present for any questions by the Board.

Chairman Weidenhamer opened the public portion of the hearing for comment.

Ms. McCraw requested clarification about which of the six criteria staff believed were not met.

According to Mr. Hernandez the following criteria were not met:

- **Criteria 1 (Special Condition/Circumstance Unique to Property):**
 - Staff stated the lot/structure placement did not appear unique compared to nearby residential parcels.
 - Staff cited surrounding residential structures are closer to the right-of-way than the subject property.
- **Applicant response:**
 - Property drops steeply down to the harbor; dwelling placement was constrained historically.
 - 40-foot requirement would place the gate swing/operation into the parking area, making it functionally problematic.
 - Sliding gate is not feasible due to required length and site constraints due to the existing live oaks.
 - ❖ Applicant emphasized compliance with vision triangle requirements and overall code compliance where possible.
- **Criteria 2 (Condition Not Created by Applicant):**
 - Staff stated they were unable to identify a qualifying special condition not resulting from applicant action.

- Ms. McCraw reiterated constraints related to existing site conditions and functional access to the property.

- **Criteria 3 (No Special Privilege Granted):**

Staff stated the applicant did not provide sufficient evidence and that granting relief could be deemed a special privilege because the 40-foot standard applies uniformly, except for legal nonconformities.

- **Criteria 4 (Literal Enforcement Causes Undue Hardship / Deprives Enjoyed rights):**

- Staff stated the applicant did not provide sufficient evidence.
- Staff referenced code intent regarding nonconforming conditions: they may continue but are not encouraged to be expanded or used as justification for new similar structures.
- Applicant response:
 - Noted nearby townhomes with fencing close to property line and asserted vision triangle compliance appeared inconsistent.
 - Staff replied that any past oversight does not justify repeating noncompliance; code must be enforced as written.
 - Applicant stated the original concept was fence-only, but adjustments were required, leading to the current gate/stacking issue.
 - Applicant stated they were told there was a reasonable likelihood of variance because the property is single-family and not commercial.

The following questions were asked of the applicant by the Board members:

- Where are the owners located:
 - Owners are two sisters and a brother living in Texas; property is their former family home.
- What are the impacts of the old heritage oak trees:
 - Ms. McCraw stated the live oaks proposed for removal were deemed diseased and the intent is to remove two and retain the others.
 - Applicant noted removals would improve line of sight for safety reasons when exiting the property.
 - Senior Planner Jesse Hernandez explained how the City Engineer conducted a site visit pursuant to LDC Section 8.04.03(D) and is authorized to approve alternative gate/stacking configurations based on public safety, traffic volume, topography, lot shape/dimensions, and constructability and deemed the following:
 - A 27-foot stacking distance from the right-of-way, together with removal of a sabal palm near the utility box on the southwest side of the property would be

the least intrusive configuration that could be approved without creating safety issues for traffic or pedestrians. With no further input from the public, Chairman Weidenhamer closed the public portion of the hearing and turned the discussion over to the board.

❖ **Board member Discussion:**

- Board discussed that most of the variance criteria appeared not met however, gave weight to the City Engineer’s on-site assessment.
- Staff clarified the following:
 - Per the Land Development Code, the engineer has authority to reduce stacking distance to 27 feet without Board of Adjustments (BOA) approval.
 - However, since the applicant had already proceeded to BOA, the Board could grant the variance consistent with 27 feet, as stated.
- Ms. McGraw agreed to accept 27 feet and stated they would make it work, even if it reduced functional parking by several feet, because the owners are more concerned over noise from the street and people trespassing on their property, trying to access the harbor.

Motion by Chairman Weidenhamer to grant the Variance to be in strict conformance with what the City Engineer’s determination, to reduce the stacking distance to 27 feet from the right of way, the removal of the sable palm near the utility box on the southwest side of the property that would be the least intrusive configuration that could be approved without creating safety issues for traffic or pedestrians. Board member Sweetser provided the second, the motion passed 4-0.

6. ADJOURNMENT:

There being no further business the meeting was adjourned at 5:45 p.m.

Adopted and approved this _____ day of _____ 2025.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY MEETING MINUTES
DECEMBER 4, 2025 - 5:30 P.M.
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER & PLEDGE OF ALLEGIENCE:

Chairman Wood called the Local Planning Agency meeting to order on Thursday, December 4, 2025, at 5:30 p.m., in the Destin City Annex Chambers; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Todd Buhr
Jay Purut
Marcie Bell
Ken Wampler
Bree Uptigrove

Members Absent

Tammy Weidenhamer

Staff Members Present

Kim Montgomery Deputy City Clerk
Steve O'Connor Deputy CD Director
Jesse Hernandez Senior Planner
Sherry Burney Planner
David Prichard, CD Director
Kim Kopp City Attorney

3. AGENDA APPROVAL:

Motion by Agency member Wampler, seconded by Agency member Bell, to approve the agenda passed unanimously, 6-0.

4. APPROVAL OF MINUTES: October 6, 2025

Agency member Buhr stated for the record that the minutes were not a part of the packet they received via email from staff.

Motion to approve the minutes of the October 6, 2025 meeting as written was made by Agency member Bell, with Agency member Wampler providing the second. The motion passed 5-1, with Agency member Buhr casting the dissenting vote.

5. CURRENT BUSINESS:

A. Proposed Ordinance 25-26-LC Land Development Code Article 3 – Nonconformities

ORDINANCE NO. 25-26-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING SECTION 7.13.00. “NONCONFORMING USES AND STRUCTURES” AND SECTION 16.08.00. “NONCONFORMING SIGNS”, OF THE LAND DEVELOPMENT CODE AND

CREATING A NEW ARTICLE 3 “NONCONFORMITIES”; 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.

❖ Section 3.04.03 – Repairs and Maintenance (formerly 9-4B, Section 308)

Mr. o’Connor reminded the board that on November 6, 2025 meeting there was a lengthy discussion about Section 308 of the LDC, focused on repairs and maintenance of nonconforming structures. Additionally, based on the LPA’s recommendations, staff initially proposed changes but upon post-meeting review, reorganized and restructured the section for better clarity.

Additionally, after that meeting, staff came up with Section 308, ‘Repairs and Maintenance,’ and moved it to section 3.04.03, under ‘Nonconforming Structures, with the following changes:

- 25% Threshold Removed: Staff acknowledged that the 25% threshold (which previously triggered required conformance) was ambiguous and caused confusion.
- Exception for Single-Family/Duplex Dwellings Removed: The removal promotes consistency in treatment of structure types.
- Permit Language Removed: Clarified the City’s intent to regulate land use, not enforce building permit requirements related to Florida Building Code.

There was a question regarding the distinction between primary and accessory structures and why repair limits were stricter for the latter. According to staff, primary structures can be repaired structurally, but accessory structures can only have non-structural elements fixed. The reasoning being, that the intention was to allow livable spaces such as ADUs/guest houses to be maintained, but limit maintenance of non-livable accessory structures, such as sheds, to prevent prolonging outdated or unsafe uses.

Agency member Buhr raised the concern that eliminating the 25% threshold could lead to property owners circumventing compliance by disguising large-scale redevelopment as "repairs." Pointing out that if someone spends \$400,000 to repair a \$500,000 home, they’re essentially rebuilding it but avoiding conformance.

Mr. o’Connor acknowledged the concern and proposed creating a clear definition of “destroyed” to be tied to cost or structural loss.

After much debate, the members agreed to defining "destroyed" to include both voluntary and involuntary destruction, e.g., hurricanes, fire, or deliberate demolition. Additionally, the

members agreed that “Destruction” should mean by any means, if it’s more than 50%, they should be required to conform, and to add all terms in the code, e.g. demolished, modified, removed, etc. The members also agreed to replacing “more than 50%” with “50% or more” to remove any ambiguity about the threshold.

There was additional discussion about how replacement cost is calculated. The members agreed that replacement cost should be tied to the structure, not land by using the property appraiser’s building value.

Staff agreed and proposed adding this as a definition in Article 11, so it can be applied across the LDC consistently.

The Chairman opened the hearing to the public, with no public present, he closed the public portion of the hearing and called on the Agency members for comment or a motion.

Motion by Agency Member Buhr, seconded by Agency member Bell for the Local Planning Agency to recommend approval of Ordinance 25-26-LC to the City Council, with the changes or additions discussed for the definition of destroyed, demolished, modified, the 50% language, and replacement cost definition. The motion passed with a 6-0 vote.

B. Proposed Ordinance 25-24-LC Land Development Code Article 2 – Administration

ORDINANCE NO. 25-24-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING ARTICLE 2, ADMINISTRATION, OF THE LAND DEVELOPMENT CODE TO REMOVE AND REPLACE THE EXISTING ARTICLE 2 IN ITS ENTIRETY; DELETING ARTICLE 4, PUBLIC PARTICIPATION, OF THE LAND DEVELOPMENT CODE TO REMOVE AND REPLACE ARTICLE 4 IN ITS ENTIRETY; PROVIDING FOR REGULATIONS RELATING TO GENERAL ADMINISTRATION; DEVELOPMENT ORDERS; GUARANTEES, SURETIES AND FUTURE IMPROVEMENT PAYMENTS; PROVIDING FOR REVIEW PROCESSES FOR PLANNING APPLICATIONS AND GENERAL REVIEW, LAND DIVISION APPLICATIONS; MISCELLANEOUS PLANNING APPLICATIONS, PLANNED UNIT DEVELOPMENTS, MARINE CONSTRUCTION APPLICATIONS, CONDITIONAL USES, CERTIFICATES OF APPROPRIATENESS, CHANGE OF USES, APPEALS, SPECIAL EXCEPTIONS, VARIANCES; PROVIDING FOR REGULATIONS RELATING TO TELECOMMUNICATIONS AND WIRELESS FACILITIES; PROVIDING FOR SITE DEVELOPMENT AND BUILDING PERMIT REVIEW; PROVIDING FOR PUBLIC PROCEDURES AND MEETINGS; ESTABLISHING CITY BOARDS AND COMMITTEES; PROVIDING FOR PROCEDURES FOR ADDRESSING AND PROVIDING FOR DEVELOPMENT FEES; 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.

❖ **Article 2 – Revisions to General LDC Sections**

➤ **Summary of Changes by Staff**

Staff reviewed five updates made in response to the previous meeting discussions:

- Minimum acreage for PUDs set to 5 acres citywide.
- Improved notification language in public hearings.
- Formatting fixes.
- Updated language around LPA references throughout.
- Added provisions for sureties and guarantees.

On Page 47, a sentence in Section 2.10.01(B)(3) was flagged as being unclear.

The language states that if the City Council determines whether the proposed use and the word “*whether*” should be removed. Staff and other board members agreed, and change was approved.

- **Military Representation (Ex Officio)**

Agency member Buhr spoke of how in the current LDC language it speaks of requiring an ex officio military member on the LPA, though no such representative has attended in recent memory.

According to Mr. Prichard, it should be clarified that this is an ad hoc role only, and they are only needed to provide input when military interests are involved. The consensus was to revise the language to reflect that the military member is included, on an as needed basis, and not permanent member.

- **Committee Membership Limits**

Agency member Buhr noted a lack of the language that limits members from serving on multiple boards, as required in the City Code, and questioned if shouldn't it reference that you can't be on more than two boards? Staff confirmed that this rule exists in the Code of Ordinances, not the LDC. No change needed.

➤ **Change of Use – Expiration Period and Impact Fee Discussion**

- Short-Term Rentals (STRs) in residential neighborhoods:
 - Before applying for an STR license, property owners must submit a Change of Use (COU) application.
 - In past years, the impact fee was low (nominal).
 - As of September 1, current impact fee is \$43,000, depending on house size.

❖ Main Concerns Raised

- Does a Change of Use expire?
 - No expiration or “recency” language exists in the current code.
 - What happens if a COU is approved but not used for several years?
- Examples raised:
 - STR owner who only rents during summers, if they skip a year or two, do they lose COU status?
 - A property with COU approved in 2022, but STR use begins in 2026 would that trigger new fees?
- Concern over fairness:
 - Concern was expressed of the unfairness of being penalized for not renting for a short period due to personal reasons.

➤ Staff clarified the following:

- If a short-term rental registration lapses for a year, the property is treated as if starting over.
- For new construction permitted as STR, a COU isn’t needed—but the permit itself expires if unused for 2 years.
- The impact fee applies based on whether the change in use causes a greater impact on city systems, not just whether a form was filed.

❖ Proposal Introduced: Add Expiration for Change of Use

Staff proposed adding expiration language:

- If the approved use isn’t established within a certain time (e.g., occupancy, permit, or operations), the COU becomes null and void.
- **Justification:**
 - Avoids confusion and unexpected fee assessments.
 - Sets clear expectations for applicants.

❖ Suggested Timeframes & Debate

- Options debated: 1 year vs. 2 years vs. 3 years.
- Arguments for 1 year:
 - Aligns with development order and building permit timeframes.
 - Reflects high turnover of investment properties.
- Arguments for 2–3 years:
 - Allows flexibility for homeowners dealing with life events (e.g., family crises, delayed plans).
 - Avoids penalizing owners for non-use during personal use or transitional periods.
- Final Consensus:

- 2 years was selected as a reasonable compromise.

❖ Policy Additions

- Expiration Clause:
 - A Change of Use approval will expire after 2 years if the use is not established.
 - "Established" means initiating the approved use, such as:
 - Occupying as STR
 - Operating the approved business
 - Pulling and acting on a permit
- Vesting Provision:
 - Once the COU is established, it is vested.
 - Later lapses or temporary non-use (e.g., not renting for a year) do not trigger new COU or new fees.
- Applies Universally:
 - Rule applies to all changes of use, not just STRs.
 - Covers residential and commercial transitions (e.g., office to restaurant).

❖ Additional Clarifications

- Impact fee already paid stays with the property, not the owner:
 - Example: If Owner A pays impact fee for STR use, then sells the property, Owner B does not repay the fee if STR use resumes.
- Site condition matters:
 - Example: A site previously used as a restaurant maintains required parking for any future restaurant use, and may not require a new COU.

Consensus Points

- Change of Use = 2-year validity period, starting at date of approval.
- No need to reapply if:
 - The use is already established.
 - There's dormancy, but no change in site conditions or structure.
- Property owner protections:
 - Vesting language ensures fairness during life changes or STR cycles.
- City benefits:
 - Avoids misuse of old COUs under new fee structures.
 - Ensures uses align with the most current LDC provisions.

The Chairman opened the hearing to the public, with no public present, he closed the public portion of the hearing and called on the Agency members for comment or a motion.

Motion by Agency member Purut, seconded by Agency member Wampler to bring back Article Two with the addressed changes for further review by the LPA. The motion passed 6-0.

**C. Proposed Ordinance 26-03-LC Land Development Code Article 5,
Subdivision Regulations:**

ORDINANCE NO. 26-03-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING SECTION 7.08.00, REGULATION OF THE SUBDIVISION OF LAND, OF THE LAND DEVELOPMENT CODE; REPLACING SECTION 7.08.00 BY CREATING A NEW ARTICLE 5, SUBDIVISION REGULATIONS, OF THE LAND DEVELOPMENT CODE; 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.

❖ Article 5 – Subdivision Regulations

Mr. o’Connor introduced Article 5, a new standalone section of the LDC created by reorganizing and relocating content previously buried within Article 7 and 8. The intent is to give subdivisions proper attention and clarity, improving guidance for development of streets, utilities, stormwater systems, and overall layout.

➤ Content Migration:

- Section 708 from Article 7.
- Portions of Article 8 related to right-of-way dedications.
- Utilities guidance from Article 10.

➤ Discussion Points:

- **Preservation Language:** A previously included sentence *“the developer should take steps to ensure the preservation of the land”* was removed. While some felt it expressed positive intent, the group ultimately agreed the language was too vague and potentially redundant.
- **Readability Edit:**
 - In Section 5.02.04(1), the sentence was revised for clarity to read: ***“No block shall exceed 800 feet in length, unless otherwise required by FDOT.”***

The Chairman opened the hearing to the public, with no public present, he closed the public portion of the hearing and called on the Agency members for comment or a motion.

Motion by Agency member Buhr, seconded by Agency member Bell, the members voted 6-0 to recommend City Council approve Article Ordinance 26-03-LC, Article 5, with the readability of Section 5.02.04(1) language added, as discussed.

➤ **Staff Comments:**

Mr. o’Connor noted that Article 2 will return for further review with the updated change-of-use language and other agreed revisions.

6. PUBLIC COMMENTS: None

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2026.

James Wood, Jr.

Kim Montgomery, Deputy City Clerk

**PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, DECEMBER 9, 2025 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, December 9, 2025, at 5:30 p.m. at the City Hall Annex Chambers, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Marcie Bell
Tom Weidenhamer
Andrea Ansley
John Green
Curtis Smith

Members Absent

Tammy Weidenhamer

Staff

Kim Montgomery, Deputy City Clerk
Joe Bodi Deputy PW Director

3. MINUTES FOR APPROVAL:

Chairman Wood announced that if there were no changes to the two sets of minutes then entertain a motion to approve them both with one motion.

Motion by Committee member Tom Weidenhamer, seconded by Committee member Bell to approve both the September 9, 2025 and the October 14, 2025 minutes as written.

4. AGENDA APPROVAL:

Chairman Wood requested a motion to approve the agenda including a walk-on item: FY26 Work Plan to be addressed under his comments.

Motion by Committee member Ansley, seconded by Committee member Tom Weidenhamer to approve the agenda with Chairman Wood's addition of the FY-26 Work Plans. The motion passed 6-0.

5. NEW BUSINESS:

A. Kelly Street Speed Reduction (Speed Study Results)

- Staff reported Council requested a speed study on Kelly Street (between Beach and Benning).
- A 7-day speed study was conducted.
- Results summarized:
 - 85th percentile speed: 28 mph
 - 95.3% of vehicles were at or under the speed limit
 - Approximately 15,000–16,000 vehicles counted
 - Only three vehicles exceeded the limit by more than 10 mph
- Staff does not recommend adjusting the speed limit; the current limit is appropriate.
- Questions/discussion:
 - Confirmed study included the school zone area.
 - Noted school zone cameras are not in Destin (discussion referenced cameras elsewhere in the county).
 - Clarified equipment used: radar traffic counters mounted to signage.

Motion by Chairman Wood, seconded by Committee member Weidenhamer to not recommend the Kelly Street speed limit reduction and keep it at the current speed limit of 30 mph. The motion passed 6-0.

B. Proposed E-Bike Ordinance (Template Review/Next Steps)

- Chairman Wood briefly spoke of the Okaloosa County e-bike forum held October 1, 2025 and how the City of Niceville’s City Manager agreed to create a template ordinance draft that will be taken before their City Council for first reading, which happens to be tonight, December 9th.
- Chair indicated ordinance references state statutes to simplify compliance and reduce need to review extensive statute pages.
- Proposed Destin-specific addition discussed:
 - Add language regarding not leaving a place of safety (crosswalk/sidewalk context), i.e., riders/pedestrians cannot enter the roadway when a vehicle cannot reasonably stop/yield in time.
- Direction/next steps:
 - Committee members asked to review the packet ordinance.
 - Chair to report results of Niceville vote; if it passes, staff will draft a Destin version for committee’s consideration.

C. Confirmed Volunteer Nominations – East Pass Bridge Aesthetics Committee

Chairman Wood explained creation of a new Bridge Aesthetics Committee related to Marler Bridge replacement. He stated that two representatives were needed; rather than holding a

special meeting, Chairman Wood appointed Committee members Marcie Bell and Tammy Weidenhammer to represent the committee at those meetings.

Motion by Tom Weidenhamer, seconded by Committee member Ansley to nominate Marcie Bell and Tammy Weidenhammer to serve as the Public Works/Public Safety Committee representatives for City Council consideration for the Bridge Aesthetics Committee. The motion passed 6-0.

D. City Project Map Updates

- Staff reported project status updates:
 - Project #18, Mattie Kelly Park Drainage Outfall changed from green to yellow (now under construction); pre-construction meeting tomorrow.
 - Project #13, Norriego Point Park marked complete: Norriego Point Park & Gulf Shore Drive extension (expected to drop off future map).
 - Project #19, Morgan Sports Center batting cages mostly complete / substantially complete.
- Questions/discussion:
 - Batting cages: power available for pitching machines later; pitching machines not currently included.
 - Sidewalk question near Norriego Point/Gulf Shore extension parking area:
 - Inquiry whether sidewalks will be installed along a section connecting parallel parking to the road extension.
 - Response: staff did not have a definitive answer; confirmed it is a current topic of conversation.
 - Chair stated intent to have an answer at the next meeting.

E. DISCUSSION:

❖ Committee Member Updates / Individual Discussion

- **Committee member Curtis Smith**
 - Four Prong Lake Outfall / HOA Update
 - Update provided on cost estimates and strategy:
 - Estimated project cost cited around \$4 million.
 - Recommendation to HOA: consider temporary pumps (approx. \$20k–\$30k per event) instead of a multi-million-dollar automated solution.
- Noted Council member Bagby pursuing additional funding; recommendation to pause spending until feasibility clearer.

- Chairman Wood reported that City Council at their December 1st meeting, stated the County has agreed to up to \$1,000,000 cost reimbursement; Council approved the amendment.
- Other funding sources was referenced:
 - Prior grant around \$1,000,000 (noted may be expiring/needs extension).
 - FDEP funding referenced as \$1,000,000, with extension requested.
 - City contribution referenced (amount uncertain in discussion).
- Request made: provide a concise funding summary at the next meeting showing all available/secured funds and gaps; staff to coordinate.
- **Committee member Ansley**
 - Sidewalk width near Destin Elementary School / Cross Town Connector
 - Question was raised about why replacement sidewalks near the Cross Town Connector at Beach Drive were rebuilt in the old footprint rather than matching wider multi-purpose path standards.
 - Mr. Bodi explained:
 - The area is expected to be disrupted soon by Crosstown Connector project.
 - The minimum sidewalks were required to avoid having no sidewalks for 6-8 months. The wider sidewalk will replace those with the larger project.
 - Clarified the work that is underway is DWU installing water/sewer infrastructure ahead of the roadway project.
 - Future sidewalk widths expected: south side 12 ft, north side 10 ft (as planned).
 - Parks & Recreation events announcements
 - Holly Jolly Market: Sunday, 11:00 AM–5:00 PM.
 - Holly Jolly on the Harbor (2nd annual): Sunday, 3:00 PM-5:00 PM, with multiple school bands participating; family activities planned; encouraged attendance before the boat parade.

❖ **Committee member Bell**

Fire hydrant on Gulf Shore Drive was repaired/being worked on, then later it and the blue reflectors were removed and covered. She expressed concerns about spacing distance and fire protection coverage.

Mr. Bodi explained:

- Hydrant inventory is maintained by Destin Water Users, shared with Fire Department.
- Hydrants are now GPS-tracked.
- Rule-of-thumb spacing cited: 500 ft (single-family), 400 ft (multifamily/commercial); removal could be an issue if spacing now exceeds standards (NFPA referenced).

- Noting that the removal is better than having a non-functional hydrant than leave one that provides a false sense of security.
 - Norriego Point area hydrant density:
 - Observation of five hydrants along the right-of-way with no structures; explained possible reasons (system blow-off needs, reviewer preferences replacing blow-offs with full hydrants).
 - Removal of blue reflectors (RPMs) for hydrant location:
 - The blue reflectors are no longer necessary because hydrants now that they are GPS located.

Telecom Pedestals / Damaged Utility Boxes

- Committee member Bell raised concern about damaged/abandoned green pedestals (e.g., near Gulf Shore Drive turning lane at US 98, near Chevron area), asking about safety and city appearance.
- Chair requested: provide photo and the closest address (or nearest landmark address) and/or sticker/ID number on the pedestal to report to the owner (e.g., Lumen or Cox).
- Discussion points:
 - Lumen pedestals often have IDs.
 - General identification: square tops often phone (Lumen); round often cable (Cox).
 - Chair noted challenges getting response; offered to contact a regional manager at Lumen to escalate.
 - Discussion included possibility of researching how other jurisdictions handle abandoned utility infrastructure and easement responsibilities.
- Follow-up question on prior issue (Grant Harbor/Beach & 98):
 - Observation that vegetation appears to have been cut back; FDOT reportedly not interested in moving major signal/utility equipment due to intersection sight distance considerations.

❖ Chairman Wood FY26 Work Plan

Chairman Wood presented FY-26 work plan as a work in progress and requested member review and feedback.

Noted administrative requirement to use goal/objective sheets (expanded documentation), increasing length of the document to eight pages.

- Timeline:
 - Chair plans to present to City Council in February:
 - Close out FY25 plan
 - Brief FY26 plan

- Goal to have committee approve FY26 plan next month; otherwise at first meeting in February.
- Chair requested assistance:
 - Members to review goals/objectives; volunteers welcome to help transfer content into required sheets (five goals/objectives).
 - Chair tracking prior-year motions: 22 motions, 19 followed through (summary to be used in FY25 closeout).
- Minor correction noted: Andrea's name is missing on one page and included on another; to be corrected.

F. PUBLIC COMMENTS - STORMWATER FLOODPLAIN

- Chairman Wood opened floor for public comments on stormwater. With no one in the audience to speak, he closed the public input for this subject.

❖ ADDITIONAL COMMENTS FROM MEMBERS

- **Committee member Smith**
 - Spoke of concern about how often roadways that need repaving get milled down prior to repaving without verifying existing pavement thickness.
 - He recommends:
 - If pavement is less than 3.5-4 inches, avoid milling because it reduces structural thickness and durability.
 - Suggested using edge milling strategies where needed (e.g., near curbs/manholes).
 - Proposed adding coring/testing into the process to verify pavement thickness prior to milling decisions.
 - Mr. Bodi assured the members:
 - As an example, Airport Road had a 5-inch pavement, milling used to improve ride quality; contractor did address a few areas; overall successful.
 - Staff stated they are cognizant of thin pavement and will tack coat and overlay without milling where appropriate.
 - City Engineer department is very involved in reviewing projects.
 - On Regatta Bay South: noted prior thin lift (1-inch) delaminating; and acknowledged the need for careful evaluation and oversight.
 - City staff overseeing; milling included in budget as a contingency line item.
 - If not needed, funds redirected to other repaving needs.

- Staff acknowledged the recommendation and agreed to add coring/thickness checks into the process going forward; noting that the City has access to a coring machine.

6. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2025.

James T. Wood, Jr., Chairman

Kim Montgomery, Deputy City Clerk

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MINUTES

**HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
DECEMBER 10, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER:

The Harbor Community Redevelopment Agency Advisory Committee meeting was called to order by Chairman John Stephens in the Destin City Hall Annex Council Chambers at 5:30 p.m., on December 10, 2025, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present

John Stephens
Lance Johnson
Guy Tadlock
Casey Jones
Jim Green (5:44 PM)

Absent

Mariam Paulino
Jay Howard

Staff Present

Kim Montgomery, Deputy City Clerk
Steve o'Connor CD Deputy Director
Jesse Hernandez Senior Planner
Robert Tomasek City Engineer
Kim Kopp City Attorney

3. AGENDA APPROVAL:

Motion to approve the agenda with no changes or additions was made by Committee member Johnson, with Committee member Jones providing the second, the motion passed 4-0, with Committee member Green not present for the vote.

4. APPROVAL OF MINUTES: November 12, 2025

Motion to approve the minutes of November 12, 2025 minutes as amended was made by Committee member Jones with Committee member Johnson providing the second, the motion passed 4-0, with Committee member Green not present for the vote.

5. CURRENT BUSINESS:

(A) Development Projects and City Projects – Update

Principal Planner Jesse Hernandez provided an update on current development projects in the City:

➤ **The Alice:**

- Staff reported they received an application for a Simple Deviation to an Approved Development Order for:
 - A reduction in required parking by changing the usage of their boat slips.
- Mr. Hernandez reported the following city projects were considered complete:
 - Norriego Point Park
 - Batting cages at Morgan Sports Complex
- Staff also provided information on a major development outside the Harbor CRA area that had been frequently discussed located in the Town Center CRA District:

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- Drury Hotel was approved by City Council on December 1, 2025.
 - Conditions discussed included:
 - Adding a pet relief area.
 - If the applicant returns for changes involving subdivision, they will need to:
 - Redevelop separate areas, and ensure dimensional standards apply to both the main plot and any outparcels associated with the project.
 - Question was posed whether undeveloped parcels could later support shared parking, or if parking would need to be reworked when future parcels are developed.
- Mr. Hernandez explained the following:
- The site plan shows three future outparcels.
 - These outparcels are not counted as part of the Drury development impacts.
 - Each parcel, when developed (subdivided or not), must comply with all City Codes and provide required parking based on future use.

❖ **Crosstown Connector Update:**

- Phase 1 was approximately 50% complete.
 - About 50% of the exfiltration system has been installed.
 - Phase 2 bid opening: scheduled for tomorrow (12/11) at 2:00 p.m.
- Estimated completion timeframe:
 - The project was described as an 18-month construction window once fully underway.
 - Estimated completion was stated as July 2027.

❖ **Sidewalk Replacement Concern/Signage Request for Temporary Sidewalk Closure**

- Concerns were raised about the removal of the sidewalks for improvements that are now being replaced at the same size as before, questioning whether removed sidewalks must be brought up to current code for wider sidewalks.
- Staff clarified:
 - The work described was attributed to DWU installing a 12-inch reclaimed water line serving the project corridor.
 - Initially, sidewalks were not going to be replaced upfront, being they are a part of the project. However, because the area is a high pedestrian corridor and the full project of 6-8 month schedule, which could be delayed, staff compromised with the installation of minimum sized sidewalks temporarily to maintain pedestrian access and safety. Once the project is getting near the end, the 5-foot sidewalks will be replaced per code requirements.
- Committee member Johnson requested that construction signage be checked and maintained, noting:

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- Elementary children were observed crossing mid-street where the sidewalk currently ends.
- Signs stating “sidewalk closed” had been seen previously but may have blown down.
 - Staff will check on signage, acknowledging the signs had been posted previously.

❖ **Clement Taylor Park Update:**

- Mr. Hernandez reported the following:
 - The fishing pier has been finished.
 - Footings for the new restroom have been poured.
 - The foundation work has begun.
 - Drainage work associated with the project is underway.

6. COMMITTEE MEMBER COMMENTS:

Chairman Stephens provided the following updates:

❖ **Federal Channel / East Pass Markers**

- A letter from Congressman Petronas was received regarding the markers at the pass.
- Chair’s summary of the letter:
 - The intent appeared to be to replace/restore Marker 3 and Marker 4.
 - The Chair noted concern the letter did not mention adding lights to cans/nuns.
 - Chair reported follow-up contact indicated:
 - The process is just in the beginning stage and priorities are being established.
 - Additional requests, including lights, could potentially be added later.
- Question from committee: whether a completion date was provided.
 - Chair stated no timeline was included.
 - Chair referenced the letter being directed to Admiral Lundy with the Coast Guard.

❖ **Annual Report Timing and Next Steps**

- Chairman Stephens noted that the Annual Report is due in February and asked staff to confirm.
- Staff confirmed:
 - Final deadline is the second City Council meeting in February.
 - Earlier submission is preferred due to other boards/committees needing to schedule space.
- Chairman Stephens reported the following:
 - The annual report packet is mostly complete, including four work plans ready to present.
 - Asked if anything else was needed besides signatures.
- Staff response:
 - Staff will update dates and coordinate with the Chair and Vice Chair for signatures.

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- Staff requested a preferred presentation date; discussion indicated a preference to tentatively plan for the first meeting in February.

❖ **Council Discussion Follow-Up: Motions vs. Work Plans and Process Improvements**

- Chairman Stephens summarized a recent Council discussion about the direction for motions and work plans.
- Chair stated they met with:
 - Mr. Lockwood Wernet (Town Center CRA Chair) Council member Sandy Trammel, and Staff to clarify expectations and improve process.
- Key takeaways presented:
 - What the committee wants to accomplish in the district.
 - Chair expressed concern about time efficiency and making committee work actionable.
 - The committee discussed that motions alone may not carry sufficient weight without supporting information.
 - Example referenced: prior Council agenda item regarding an oil storage pickup plan - Chair felt it was criticized for insufficient data.
 - Proposed direction:
 - Focus on developing work plans rather than relying on standalone motions.
 - Chair stated his understanding that CRA-related items may be presented more regularly through structured planning and reporting.
- Budget timing implications discussed:
 - Work plans presented in February align with planning for the FY 2027 budget.
 - Staff clarified next annual report covers FY 2026 and is due no later than the second meeting in November, with work finalized around August/September timeframe.

❖ **Agenda Structure Change (Tracking Work Plans)**

- Chairman Stephens stated the agenda will include a dedicated section for Work Plans, listing active work plans for updates at each meeting.
- Chair suggested potential yearly goals, including inviting guest speakers such as:
 - Fire Department to provide their Annual District updates.
 - Okaloosa County Sheriff's Office to provide their Annual updates.
 - Finance staff (e.g., Crystal Strickland) Budgeting Process.
 - Stakeholders such as business owners/property owners as needed.

❖ **Work Plan Process (Proposed Steps)**

- Chair presented a step-by-step process for work plans:
 1. Motion to create a work plan
 2. Complete a one-page work plan summary
 3. Present one-page plan to CRA Board for approval to proceed
 4. Expand into a detailed plan, including research, funding strategy, and implementation path

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5. Return to CRA Board for final approval, then forward for Council/budget consideration
- Staff added detail:
 - Phase 1 = one-pager and initial approval
 - Phase 2 = research, stakeholders, funding sources, feasibility
 - Phase 3 = implementation following Board/Council action
 - If not funded in the current cycle, the work plan is not necessarily rejected, it's just pushed to the next year's budget, or until funded.

❖ Potential Work Plans Discussed

- Oil disposal/storage facility work plan
 - Chair referenced prior discussions about identifying an oil storage/disposal solution until pumping is arranged.
 - Committee member Green volunteered to be the work plan owner and committed to having the one-pager ready before the next meeting.
 - Staff emphasized the work plan would involve outreach, research, identifying partners/locations, and mapping any necessary City processes (including possible Development Orders depending on use changes).
- Other potential work plans mentioned:
 - Mountain Drive maintenance and improvements
 - Review of harbor boardwalk ordinances (examples mentioned: path width between tables, glass bottle rules, what works/doesn't)
 - Possible review of property development orders (noted cautiously)

❖ One Calhoun / One Harbor Boulevard Property Discussion

- Committee member Green asked whether Council ever advanced the idea to use the property as a usable parking lot.
- Chairman Stephens stated:
 - Council denied the parking lot concept.
 - Funding options had been discussed, but there had been no follow-up communicated.
- Staff clarification:
 - The property is in the South Harbor Mixed Use zoning district.
 - A standalone parking lot is not permitted as a primary use in that district.
 - The property can be developed with an allowed primary use, with parking accessory to that use.
- Committee member Green expressed concern about not being able to generate revenue.
- Staff reiterated:
 - Not being able to use it as standalone parking does not mean it cannot be used; it must match up with permitted uses in the district.
- Discussion included examples conceptually such as:
 - Developing another allowable use (e.g., park or upland facility related to harbor uses) that has supporting parking.

❖ **Zoning Use Chart and Fact Sheet**

- Staff referenced the Land Development Code (LDC) Article 7 use chart (Table 7-2).
- Explanation provided:
 - P = permitted
 - C = conditional (requires Council approval)
 - Blank = prohibited
- Staff committed to sending a zoning fact sheet listing allowable uses to the board the next day.

❖ **Quarterly CRA Meetings**

- Chairman Stephens referenced an understanding that CRA meetings might occur quarterly to allow more frequent reporting of work plans.
- Staff clarified:
 - The quarterly meetings were not set in stone and cautioned against stating it as confirmed until the CRA Board decides.

❖ **Dredging Project Update - City Engineer Robert Tomasek**

Mr. Tomasek provided the following update on the upcoming dredging project.

- Reported schedule:
 - Project bid opening is on December 23, 2025.
 - Goal is to begin right after the first of the year with a target completion date of February 15, 2026 due to bird nesting season.
 - Potential disruptions to the area were noted.
- Placement details:
 - Permit requirements (FDEP and ACOE) require material to be placed back on the beach at Noriego Point.
 - Estimated volume: 13,000 cubic yards.
 - Material to be placed on the East Pass side, with reshaping of eroded coves.
 - Placement will stop at a fence line, indicating limits of placement.
- Staff stated updates could be provided at both Harbor CRA-AC and Harbor & Waterways meetings.

❖ **Next Meeting Date**

- The next meeting date: January 14, 2026.

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 5:50 PM.

John Stephens, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE EAST PASS BRIDGE
COMMITTEE MEETING
DESTIN CITY HALL ANNEX
DECEMBER 10, 2025**

1. CALL TO ORDER:

The East Pass Bridge Committee meeting was called to order by the City Engineer, Mr. Robert Tomasek in the Destin City Hall Annex Council Chambers at 6:00 p.m., on December 10, 2025, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present

John Stephens
Bill McKissick
Guy Tadlock
Jim Green
Marcie Bell

Absent

Tammy Weidenhamer

Staff Present

Kim Montgomery, Deputy City Clerk
Steve o'Connor CD Deputy Director
Robert Tomasek City Engineer
Kim Kopp City Attorney

3. AGENDA APPROVAL:

Motion to approve the agenda with no changes was made by Committee member Bell with Committee member McKissick providing the second. The motion passed unanimous vote of 6-0.

4. APPROVAL OF MINUTES:

Motion to approve the minutes as amended for the October 23, 2025 initial meeting was made by Committee member Bell, with Committee Green providing the second, the motion passed with an unanimous vote of 6-0.

5. NOMINATION OF CHAIR & VICE CHAIR:

Motion to nominate Jim Green as Chairman was made by member Stephens, with member Bell providing the second. The motion with a unanimous vote passed 6-0.

Motion to nominate John Stephens as Vice Chairman was made by member McKissick, with Chairman Green providing the second. Motion passed with a unanimous vote 6-0.

➤ Guest Speaker:

- Bradley Touchstone

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Mr. Touchstone apologized that he had not yet reached out to FDOT, but that he would the following day and indicated the intent would be:

- To formally notify FDOT that a City Council approved bridge aesthetics committee has been created.
- To request an opportunity to interact with the FDOT team conducting preliminary design/engineering efforts by inviting the PD&E team to attend a meeting.
 - Receive an update on current PD&E direction.
 - Understand what design elements FDOT believes are realistic/achievable.
 - Obtain the project's concept and constraints so the committee's time is focused on actionable items.

Mr. Touchstone emphasized the need to engage FDOT's engineering / preliminary design team early and develop tiered recommendations outlining:

- Essential priorities the committee views as foundational.
- Additional "enhancement" items that follow once major design direction is aligned.

The committee's discussion identified several high-priority design goals:

- Longer spans to minimize piers in the water for aesthetic, safety, navigation, environmental benefits.
- Open navigational channels and view sheds under the bridge for improved navigation and overall visual quality.
- Preference for mudline footings to avoid large pier tables at/near the waterline.
- Preference for an elegant superstructure form, including:
 - Trapezoidal box configuration, concrete or steel, with variable depth where feasible.
 - Avoidance of a "cheap/typical" multi-line girder appearance.
- Discussion referenced alignment with FDOT's "Level 3 Aesthetics" program concepts.

The members discussed the importance of including overlooks and pedestrian amenities because the bridge will be a heavily used area for:

- Walking, biking, and viewing areas around Crab Island / the East Pass.
- The southern span to connect with the Okaloosa County walking trail and related features such as the luminescent elements.

Committee member Tadlock expressed concern over the need to have the new bridge constructed in the same footprint.

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Mr. Touchstone noted a parallel PD&E focus of the roadway configuration and where the bridge will touch down on the Destin side.

- Discussions emphasized the committee’s desire to understand FDOT’s current direction on the roadway study and provide operational insight.
- Multiple members expressed strong preference that the bridge land as close as possible to the current landing location, and not shift toward Stahlman Avenue, due to:
 - Complexity and constraints of the to the general area.
 - Concerns were discussed about how moving the landing could potentially worsen traffic, disrupt accesses into businesses, and effectively “cut off” portions of Destin during/after construction.

Mr. Touchstone discussed likely construction sequencing, consistent with other FDOT bridge projects:

- Shift all traffic to one existing structure,
- Demolish the other bridge.
- Build a new span/structure.
- Shift traffic onto the new span.
- Demolish the remaining existing bridge.
- Build the companion span.
- Maintenance of Traffic requirements which may include:
 - Secondary/tertiary routes to relieve pressure.
 - Potential conversation about use of Mid-Bay Bridge as a diversion route.

Discussions included expectation that temporary lane widths may be reduced and possible configurations such as a reversible peak lane; acknowledging that construction impacts would be “slow/tight.” It was noted the new bridge concept under consideration is significantly wider, with the following:

- Three lanes in each direction
- Full shoulders on both sides
- Shared use paths on both sides
- Resulting in a structure substantially larger than existing, therefore not being able to fit exactly within the current footprint

The members discussed the spacing between current bridges and whether spans must be a certain distance apart; response indicated the primary constraint is construction access for demolition and building operations.

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Committee member Bell raised concern about bridge lighting and sea turtle impacts, noting how many prominent bridges discussed for aesthetics, are not within the Gulf-to-bay concept such as this one. She pointed out that there is turtle nesting that occurs locally, including a cited nest at East Pass / Parcel B in 2015.

Mr. Touchstone explained that the PD&E study includes extensive environmental studies, and that turtle nesting/impacts are a significant factor in lighting requirements for both aesthetic and functional lighting.

The conversation shifted back to the bridge's potential high point/channel alignment:

Committee member McKissick expressed concern that moving too far to the west would potentially disrupt Crab Island and create problematic navigational issues.

- Additionally, the current pier spacing was referenced as approximately 82 feet, with discussion that new spacing could be around 150 feet.
- A proposal was floated to ask for 300-foot spans, where feasible, to greatly improve navigation and reduce obstacles.
- Mr. Touchstone noted longer span structural, referencing the Sarasota-area bridges.

Regarding vertical clearance, the members stated FDOT is assumed to target Intercoastal Waterway standards and referenced a goal of 65 feet.

- Existing bridge clearance was referenced
- Discussion acknowledged stakeholder considerations including Eglin/Hurlburt and federal funding/standards.

The members also discussed that channel geometry could be skewed, not perpendicular to roadway, and still function well, potentially allowing:

- A wider navigable opening,
- A shifted "high point" without fully relocating the channel through Crab Island.
 - Existing day markers/red-green spacing cited as wide (approx. 800 feet mentioned),
 - Current narrowness was attributed primarily to existing protective fendering/structures.
 - Protective structures around bridge piers, referred to in discussion as "Allison's" for barriers/fenders for navigation from vessel impact, akin to guardrails for navigation, if vessels are expected to pass close to a pier near the navigable channel, protection would be warranted.

There was a mention of a letter from the Department of the Air Force referencing Highway 98 traffic concerns at Hurlburt AFB, suggesting this context may be relevant, even if broader engagement is limited.

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Discussion consensus:

- The committee’s first step is engagement with FDOT PD&E.
- Other stakeholders may become involved through FDOT’s broader process (a future multi-stakeholder meeting was mentioned as possibly occurring in March/April timeframe.
- Members expressed preference to keep committee efforts focused on the municipality’s interests and avoid unnecessary conflict, unless FDOT recommends broader engagement.
- Early engagement is critical because FDOT needs public input as part of PD&E and the committee wants to be involved before major decisions are locked in.

The City Attorney reminded the members that like the other committee they serve on, this committee is subject to the same Sunshine Law requirements. Meaning they may not discuss this committee’s business with each other outside a publicly noticed meeting. However, they may communicate with staff or Mr. Touchstone directly for any questions they may.

6. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 7:00 p.m.

Adopted and approved this _____ day of _____ 2026.

Capt. Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

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**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE WORKSHOP
DECEMBER 17, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, December 17, 2025, in a workshop setting, due to lack of a quorum, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Lockwood Wernet
Corlene Ziegler
Kyle Davis

Members Absent

Iris Bethea
Preston Green
Margie Avery

Staff Present

Kim Montgomery Deputy City Clerk
Jesse Hernandez Senior Planner
David Prichard CD Director

3. CURRENT BUSINESS:

❖ **Development & City Projects Update**

❖ **Drury Plaza Hotel:**

- The Drury Hotel was reported as approved as of December 1 (year as stated in discussion).
- Approval conditions included: 80% of trees on the property must be native, and a pet relief area will be provided.
- The projected grand opening timeline discussed was 3rd Quarter 2027, assuming construction can begin shortly after the first of the year.

4. COMMITTEE MEMBER DISCUSSIONS:

❖ **Work Plan / Annual Report Timeline Discussion - Sandy Trammell**

Chairman Wernet and staff discussed the scheduling needs to ensure the Committee's work plan and annual report are ready for presentation to the City Council sitting as the CRA Board.

❖ **Key points discussed:**

- The Committee needs items finalized for voting at their January meeting (when a quorum is present), so the materials can be presented to the CRA in February 2026 (year correction made during discussion).
- Staff indicated the intent is to complete as much as possible during the workshop and then vote/finalize at the next public meeting.
- Members discussed that in future years, planning will likely need to begin earlier (e.g., November) to align with the budget cycle.

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- The Committee may consider providing a progress update in August/September regarding work plan progress.

❖ State-Level Discussion on CRAs

Councilmember Trammell discussed ongoing state-level conversations/legislation that could eliminate or restrict CRAs due to misuse in certain jurisdictions, and noted the legislative session was described as starting in January.

- The importance of members staying informed and communicating with legislators was emphasized.
- The Committee discussed the Town Center CRA’s sunset timing as referenced in discussion (noted as “2038” in comments), and the importance of planning and investing funds appropriately before sunset.

❖ Community Engagement and Meeting Content Ideas

The following recommendations were discussed to strengthen outreach and planning:

- Invite public services (e.g., Sheriff’s Office, Fire Department) to present issues within the CRA area and identify how the CRA may support them.
- Invite residents and businesses within the CRA boundaries to share concerns and priorities.
- Create a one-page informational handout explaining what the CRA is, what it does, and how the public can participate/provide input.
- Consider CRA representation at the City Open House with an informational table.
- Discussed the importance of building awareness ahead of potential future committee vacancies/appointments.

❖ Fundraising Discussion

Councilmember Trammell noted that the Committee is permitted to do fundraising since there are restrictions on how CRA Funds can be spent; however, she suggested a resolution should be adopted beforehand, so funds raised remain in the CRA fund rather than defaulting to the City’s general fund.

❖ Work Plan Concepts Discussed

The members referenced and discussed multiple work plan concepts, including:

- Matty Kelly Boulevard North/South Connector
- Sidewalk/Bike Lane Extension north of the interconnect on Matty Kelly Boulevard extending toward Airport Road
- Proposed Acquisition and Redevelopment Concept - Parcel West of Publix
Proposed “Town Center” Green Space Concept

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Committee member Davis presented a concept to potentially acquire and redevelop the parcel west of Publix noting approximately 8.85 acres, with an estimated value noted as \$4.27 million in the materials referenced.

❖ **Concept elements discussed included**

- A multi-use green space / town center park concept supporting quality of life, revitalization, and sustainability goals
- Potential components: walking paths, boardwalk/water features, pickleball courts, amphitheater/event lawn, farmers market space, public art/sculpture areas, and a small business/shared office hub concept
- A conservative multi-year timeline was discussed, with early years focused on feasibility, costs, and stakeholder discussions.

❖ **Feedback/suggestions raised**

- It was noted that pickleball courts are already planned and currently under construction between City Hall Annex and Public Works Facility, so the proposal should avoid presenting pickleball as the “first dedicated” courts since that is not accurate.
- Correct the work plan header year to 2026.
- Consider whether the park would be dog-friendly and whether a dog area / splash pad concept should be explored.
- Amphitheater siting: consider location and sound impacts (orient them in the design away from residential areas, use sound barriers, or relocate nearer a buffer area).
- Staff were advised they would send the proposal to absent members for awareness; however, comments between board members should be held for the next public meeting to avoid Sunshine Law concerns (specifically, avoiding acting as a conduit between members).

❖ Committee member Ziegler provided the following announcements for the American Legion:

- Wreaths Across America fundraising currently has a “buy one, get one”.
- January/February ballroom dancing and Thursday play/youth activities
- Invitation to join the Legion email/ mailing list for calendars/newsletters

❖ The next meeting was announced as January 21, 2026

5. PUBLIC COMMENT: None

6. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:40 PM.

Adopted and approved _____ day of _____ 2025.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: David Prichard, Community Development Director
Daniel Butler, Principal Planner

DATE: January 12, 2026

SUBJECT: First reading of Ordinance 25-26-LC - an ordinance of the City of Destin, Florida, deleting section 7.13.00. “Nonconforming Uses and Structures” and section 16.08.00. “Nonconforming Signs”, of the Land Development Code and creating a new Article 3 “Nonconformities”; amending and updating regulations relating to Nonconformities; creating an exception for structures located within the South Harbor Mixed Use district (SHMU) that are damaged by natural disasters or certain other forces majeure by greater than fifty percent as set forth herein.

I. BACKGROUND:

On April 5, 2021, the City Council approved the scope of work and budget for a full rewrite of the Land Development Code (LDC). After internal and public reviews, beginning in early 2023, staff presented a draft of Article 3 to the City Council at its workshop on December 3, 2024. Incorporating the City Council’s input, staff created a final draft. Further refinements have been made based on re-reviews by new staff (see *Background Article 3 Working Draft*).

In addition to the staff report, the staff has provided:

- a draft ordinance and Exhibit A (proposed replacement article and the nonconformities article to be replaced – struck through)
- background documents,
 - the current working draft, which includes the input from the city council workshop and the re-review conducted by staff
 - a listing of changes, reorganizations, and consolidations

This will be the format for all further submissions.

II. DISCUSSION: The updated code incorporates clearer language, better organization, and more efficient processes. The key improvements include consolidation and revisions to language, format, and structure and as requested by Council on December 16, 2025, an exemption to existing nonconforming structures in the South Harbor Mixed Use zoning district, allowing them to rebuild in the same location if destroyed by a natural disaster by more than 50%.

Key Changes

3.01 - Intent & Applicability

- Removed unnecessary lists and a redundant subsection.
- Overall cleanup to simplify the applicability section.

3.02 - Nonconforming Lots

- Consolidated overlapping paragraphs.
- Added a new provision (3.02.01.D) preventing combined lots from being later split back into nonconforming configurations.

3.03 - Nonconforming Uses

- Entire section was reorganized for clarity.
- Key edits include:
 - Clarification that nonconforming uses **shall not be enlarged**.
 - Removal of outdated or redundant provisions.
 - Elimination of “Nonconforming Uses Under Special Exception” since these uses are now handled as conditional uses in all zoning districts.

3.04 - Nonconforming Structures

- Major restructuring separating:
 - **General regulations**
 - **Primary structures**
 - **Accessory and minor structures**
- Significant revisions include:
 - Structures destroyed by **more than 50%** of replacement cost must be rebuilt **conformingly**.
 - Existing structures in the SHMU district destroyed by a disaster by **50% or more** may be rebuilt to their original dimensions per plans previously approved by the City.
 - Structures destroyed by **less than 50%** may be rebuilt as **nonconforming**.
- Repairs and maintenance (formerly in 3.08) moved into this section; the single-

family/duplex exemption was removed.

3.05 - Nonconforming Site Elements

- New section addressing elements such as:
 - Access
 - Parking
 - Landscaping
- Focused on clarification and improved organization

3.06 - Nonconforming Signs

- Minor changes for clarity, with content consolidated from old Section 16.08.00.
- Off-site signs, billboards, or permanent outdoor advertising signs shall not be repaired or replaced.

3.07 - Nonconforming Due to Public Agency Action

- New section added to clarify that this applies to physical public agency actions (e.g., road construction), not regulatory amendments.
- Ensures consistency by adding subsection numbering.

3.08 - Repairs and Maintenance

- Moved into Section 3.04.03 and reorganized.

Summary of Article 3 (amended)

3.01 - Intent & Applicability [of Article 3]

Nonconformities may exist due to development predating the code or changes to the code.

Article 3 implements Comprehensive Plan policies that prohibit:

- Expanding nonconforming uses
- Development that intensifies nonconforming conditions
- Increasing nonconforming structural features

3.02- Nonconforming Lots

- Lots legally created before March 11, 1974, may still be developed with a single-family home and accessory structures after the primary dwelling is built.
- Setback variances must go through the Board of Adjustment.
- Nonconforming lots may be altered only to reduce nonconformity.

- Once combined to meet the current code, lots cannot be separated back into nonconforming parcels.

3.03 - Nonconforming Uses

A legally established use that becomes nonconforming may continue, but:

- May not expand or occupy a larger area.
- May not relocate to another portion of the property.
- After six months of discontinuation, the property owner must comply with current zoning.

3.04- Nonconforming Structures

Nonconforming structures may continue, but:

- Cannot be enlarged or altered in ways that increase nonconformity.
- May be altered to reduce nonconformity.

If damaged or modified:

- $\geq 50\%$ of replacement cost \rightarrow must be rebuilt conforming to the current land development code unless in the SHMU district.
- $< 50\%$ of replacement cost \rightarrow may be rebuilt to the same dimensions, if:
 - o A complete building permit application is submitted within:
 - o 6 months for non-residential structures
 - o 1 year for residential structures

Moving any structure to a new lot requires full compliance with current zoning.

Existing mobile/manufactured home parks may continue operation, but:

- No new units may exceed the number of existing prepared sites.
- If an individual mobile home is removed for more than six months, any new use must conform to zoning.
- A bounded lot (with mutually agreed boundaries and street frontage) may be sold and continue its existing use unless abandoned.

Repair and Maintenance

- Safety repairs required by officials are allowed.
- Flood plain regulations still apply.
- Primary structures / ADUs / guest houses: Repairs allowed which do not increase cubic content, square footage, or footprint.
- Accessory/minor structures: Only non-structural repairs allowed.

- Fences: Any repair requires bringing the fence into full code compliance.

3.05- Nonconforming Site Elements

Site elements such as parking, landscaping, lighting, stormwater, access, utilities, and open space may remain nonconforming unless:

- The use of the site changes or intensifies (formal change of use), or
- The existing structure is expanded, or modified, in a way that affects the nonconforming site element.

3.06 -Nonconforming

Signs Nonconforming signs:

- May not be enlarged or altered to increase nonconformity.
- Maybe altered to reduce nonconformity.
- May receive ordinary repair and maintenance up to 50% of replacement value (excluding structural materials).
- Structural modifications, increasing sign area/height, adding lighting, or adding electronic features are prohibited.
- If destroyed or needing structural repair, they must comply with the current sign code.
- May not be relocated or disassembled and re-erected.
- Structurally unsafe signs must be removed.
- Billboards/off-site signs shall not be repaired or replaced.

3.07- Nonconformities Due to Public Agency Action

If a government action (not a regulatory code change) creates a nonconformity:

- The property may remain as-is, with no owner's action required.
 - The nonconformity cannot be increased.
 - If the public action creates a health or safety risk, the public agency:
 - Must mitigate the risk to the maximum feasible extent, or
 - Acquire the affected property if mitigation is not feasible.

Consolidation:

All regulations pertaining to nonconformities, Sec. 7.13.00 & nonconforming signs in Sec. 16.08.00 are included in Article 3. For a full list of consolidations, please refer to the attachment titled *Background Article 3 Changes, Reorganization, and Consolidation*.

A. Link to Strategic Goals / Objectives:

- #2. A green and sustainable environment
- #3. Improve mobility and connectivity
- #4. Enhanced quality of life and safety for families
- #5. Economic development and revitalization
- #6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor: N/A

E. Business Impact Statement:

City of Destin Business Impact Statement – Ord 25-26-LC

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:

Ord. 25-26-LC repeals and replaces Article 7, Section 7.13.00 - Nonconformities, and Article 16, Section 16.08.00 - Nonconforming Signs of the current Land Development Code (LD) for the City of Destin. It provides updates on how the City handles nonconforming structures, lots, site elements, and signs, and on their maintenance.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

There is no expected direct economic impact of the proposed ordinance on private, for-profit businesses within the City of Destin, as the City currently has an adopted LDC that regulates nonconformities.

3. Estimate of direct compliance costs that businesses may reasonably incur: There are no direct compliance costs associated with adopting this proposed ordinance.

4. Any new charge or fee imposed by the proposed ordinance: The adoption of this proposed ordinance imposes no new fees.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There is no regulatory cost associated with adopting this proposed ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any business, existing or future, will be regulated by the proposed ordinance as well as any amendments to the Land Development Code in the future.

III. CONCLUSION:

Article 3 provides comprehensive guidance on how lawful, pre-existing conditions may continue while disallowing the expansion of a nonconformity. Staff added that existing structures in the SHMU district if destroyed by 50% or more may be rebuilt in accordance with the last plans approved by the city. Approval of Article 3 — Nonconformities will establish a new, updated version in the Land Development Code, at a date to be determined.

LPA Recommendation:

The Local Planning Agency (LPA) met on Thursday, December 4, 2025, and reviewed the proposed Article 3 replacement and recommended, 6-0, that the City Council approve the

amended ordinance.

January 5th, 2026: Prior City Council Action:

Councilmember Bagby moved to approve proposed Ordinance 25-26-LC on first reading, subject to the following conditions:

1. Any nonconforming structure rebuilt after damage must be limited to what was originally approved by the city, excluding unpermitted additions
2. Nonconforming billboards shall not be repaired or replaced.
3. If the primary structure on a parcel is damaged by more than 50 percent, the entire parcel, including all site elements such as parking and landscaping must be brought into compliance with current regulations, except where the ordinance provides a limited exemption for properties within the South Harbor Mixed Use District.

Motion was seconded by Councilmember Trammell and passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted “yes”; Council members Schmidt, Geile, and Braden voted “no”).

The modifications directed by the City Council on January 5, 2026 have been added, and the Ordinance has been re-advertised and brought back for first reading.

IV. RECOMMENDED MOTION:

I move that the City Council approve Ordinance 25-26-LC on first reading.

ALTERNATIVE MOTION:

I move that the City Council approve Ordinance 25-26-LC, with the following changes:

Attachments:

1. Ordinance 25-26-LC - Article 3 - Nonconformities
2. EXHIBIT A TO ORD 25-26-LC Article 3 - Nonconformities Jan 20 meeting
3. LDC Approval Timeline_01.13.26

ORDINANCE NO. 25-26-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING SECTION 7.13.00. "NONCONFORMING USES AND STRUCTURES" AND SECTION 16.08.00. "NONCONFORMING SIGNS", OF THE LAND DEVELOPMENT CODE AND CREATING A NEW ARTICLE 3 "NONCONFORMITIES"; AMENDING AND UPDATING REGULATIONS RELATING TO NONCONFORMITIES; CREATING AN EXCEPTION FOR STRUCTURES LOCATED WITHIN THE SOUTH HARBOR MIXED USE DISTRICT (SHMU) THAT ARE DAMAGED BY NATURAL DISASTERS OR CERTAIN OTHER FORCES MAJEURE BY GREATER THAN FIFTY PERCENT AS SET FORTH HEREIN; 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.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, a comprehensive review of the entire Land Development Code has not taken place in some time; and

WHEREAS, the City Council has a goal of updating the Land Development Code to promote consistency with the latest state and federal laws, as well as best practices for land development in Florida; and

WHEREAS, the City Council has undertaken an effort to rewrite portions of its Land Development Code ("LDC") to improve usability, implement missing elements of the Comprehensive Plan, and modernize development standards; and

WHEREAS, the City Council desires to clean up items in the LDC related to inconsistencies in the existing code, problems identified in the course of everyday implementation,

or items that were missing or outdated due to changes in the City’s practices or development typologies; and

WHEREAS, the City Council endeavors to modernize the LDC by addressing items that will result in structural improvements to the LDC or areas where best practices have changed significantly since the relevant regulations were last updated; and

WHEREAS, the City Council desires to improve areas of development and land use that are insufficiently addressed by the current code; and

WHEREAS, the City Council desires to maintain the quality of life for City residents by protecting environmental resources, protecting existing neighborhoods, and protecting wildlife areas and natural amenities; and

WHEREAS, the City Council seeks to discourage sprawl development and provide guidance for infill development; and

WHEREAS, the City Council desires to balance the impacts of legal nonconformities with private property rights; and

WHEREAS, the City Council retained 3TP Ventures as a consultant to assist City staff with a comprehensive rewrite of the Land Development Code (“LDC”); and

WHEREAS, City Staff has presented various versions of Article 3 of the LDC to the City’s Land Planning Agency and incorporated recommendations from the LPA into the proposed Article 3; and

WHEREAS, City Staff has held multiple workshops before the City Council and incorporated policies discussed at the City Council workshops into the proposed LDC; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; 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, this Ordinance 25-26-LC deletes and replaces in its entirety the existing Article 7, Section 7.13.00 entitled “NONCONFORMING USES AND STRUCTURES”; and Article 16, Section 18.08.00 entitled “NONCONFORMING SIGNS” of the City Land Development Code; and

WHEREAS, the City Council desires to create an exception to the “fifty percent rule” for the South Harbor Mixed Use Zoning district in order to protect historic structures in the heart of

Destin that may be destroyed by forces majeure, as further set forth herein; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on November 20, 2025, for the purpose of providing recommendations to the City Council with regard to this Ordinance 25-26-LC, and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. Section 7.13.00. “Nonconforming uses and structures” and Section 16.08.00. “Nonconforming signs”, of the Land Development Code, are hereby repealed in their entirety and replaced by Article 3 - Nonconformities as shown in “Exhibit A” to this Ordinance. Exhibit “A” to this Ordinance constitutes Article 3 of the City of Destin’s Land Development Code as of the Effective Date of this Ordinance.

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 25-26-LC shall become effective upon the occurrence of both of the following: (1) adoption of this Ordinance 25-26-LC by the City Council and signature by the Mayor; AND (2) subsequent adoption of Ordinance 26-10-LC by the City Council and signature by the Mayor.

**ADOPTED THIS ____ DAY OF _____,
2026.**

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: January 20, 2026
Second Reading: _____

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

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EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

ARTICLE 3 - NONCONFORMITIES

SECTION 3.01 INTENT AND APPLICABILITY

SECTION 3.01.01 INTENT

- A. Nonconformities exist for properties which were developed prior to the adoption of the land development code or for properties that were previously in compliance but are no longer in compliance due to subsequent changes to the land development code.
- B. This article implements policies 1-3.6.2 and 1-3.6.3 of the comprehensive plan, prohibiting
 - 1. The expansion of nonconforming land uses.
 - 2. Development that intensifies a nonconforming use
 - 3. Increases or exacerbates the intensities of a nonconforming feature of a building or structure.

SECTION 3.02 NONCONFORMING LOTS

SECTION 3.02.01 LOTS OF RECORD

- A. If a nonconforming lot of record existed by way of plat, subdivision or contract of purchase prior to March 11, 1974, and a single-family dwelling is a permitted use of the applicable zoning district, then:
 - 1. The owner shall be allowed to construct a single-family dwelling, and construct customary accessory structures once the primary dwelling is established on the property.
- B. Any variance of setback requirements shall be obtained only through application to the Board of Adjustment.
- C. No such nonconforming lot shall be altered in a way which increases its nonconformity, but any lot or portion thereof may be altered to decrease its nonconformity.
- D. If a nonconforming lot of record is combined with another lot of record to meet conforming dimensional requirements of this code, it cannot be uncoupled to the original existing lots of record.

SECTION 3.03 NONCONFORMING USES

SECTION 3.03.01 NONCONFORMING USES

- A. Uses of land, including uses of land with minor structures, made nonconforming by the adoption of this code, may be continued so long as it remains otherwise lawful.
- B. The nonconforming use shall not be enlarged, increased, or expanded to occupy a greater area of land than occupied at the effective date of adoption or amendment of this provision.
 - 1. The nonconforming use shall not be moved in whole or in part to any portion of the lot or parcel other than the area occupied by such use at the effective date of adoption or amendment of this provision.
 - 2. If any nonconforming use ceases for any reason for a period of more than six months, any subsequent use shall conform to this code specified by the zoning district.

SECTION 3.04 NONCONFORMING STRUCTURES

SECTION 3.04.01 NONCONFORMING STRUCTURES

- A. Structures made nonconforming by the adoption of this code may be continued so long as it remains otherwise lawful, provided:
 - 1. Any structure or portion thereof may be altered to decrease its nonconformity.

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

2. Nonconforming structures shall not be enlarged or altered in a way that increases its nonconformity.
3. Should such nonconforming structure or nonconforming portion of structure be destroyed, demolished, or modified, etc. by any means to an extent of fifty percent (50%) or more of the appraised replacement cost of the structure, at time of destruction, demolition, or modification, etc. it shall only be allowed to be replaced by a conforming structure, except as allowed in paragraph 4 of this section.
 - a. In the event that the primary structure is required to be rebuilt, the entire parcel shall be brought into compliance with current code requirements, except for properties located within the South Harbor Mixed Use District.
4. Should a nonconforming structure, that existed at the time of adoption of this provision, in the South Harbor Mixed Use (SHMU) zoning district be destroyed by fifty percent (50%) or more of the appraised replacement cost of the structure, during a catastrophe, natural disaster, or other force majeure not controlled by the owner, it may be reconstructed in accordance with the plans previously approved by the City.
 - a. Any reconstructed structure shall still comply with all state building code requirements and all state or federal regulations regarding flood plain or flood zone development.
 - b. Complete building permit applications, conforming to current Florida Building Code requirements, must be submitted to the Community Development Department no more than:
 1. Six (6) months from the date of destruction for nonresidential structures
 2. One (1) year from the date of destruction for residential structures
5. Should such nonconforming structure or nonconforming portion of structure be destroyed, demolished, modified, etc. by any means to an extent of less than fifty percent (50%) of the appraised replacement cost of the structure, at time of destruction, demolition, or modification, etc., it may be reconstructed in its nonconforming location, size, or height, provided that:
 - a. It shall not be reconstructed except in the exact dimensions as it existed on the date of its destruction with due diligence.
 - b. Complete building permit applications, conforming to current Florida Building Code requirements, must be submitted to the Community Development Department no more than:
 1. Six (6) months from the date of destruction for nonresidential structures
 2. One (1) year from the date of destruction for residential structures
6. Should any structure be moved for any reason to any other lot, it shall thereafter conform to the regulations for the zoning district in which it is located after it is moved.

SECTION 3.04.02 MOBILE OR MANUFACTURED HOMES

- A. These regulations are not intended to prohibit the continued operation of existing mobile or manufactured home parks as of the effective date of adoption or amendment of this code and such mobile or manufactured home parks are expressly permitted to continue operation in the manner conducted prior to the effective date of adoption or amendment of this chapter, provided:
 1. No additional mobile or manufactured homes shall be located on any parcel in excess of the number of mobile or manufactured home sites, consisting of the appropriate slabs or other identifiable location and utility connections which were in existence at the effective date of adoption or amendment of this code.

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

2. If any individual mobile or manufactured homes located on any individually owned parcel of record shall be moved for more than a period of six months, any subsequent use of such land shall conform to the regulations specified by this code for the district in which such land is located.
- B. If any individual mobile/manufactured home located on any parcel of property on the effective date of adoption of this section shall be bounded by a fence or other boundary mutually agreed to by the adjoining land owners or occupants, and provided said lots abut a city street or public right-of-way, said lots may be sold or otherwise conveyed by metes and bounds description and such use continued so long as not abandoned pursuant to this Article.

SECTION 3.04.03 REPAIR AND MAINTENANCE

- A. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition any nonconforming structure or portion thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
- B. The intent of this section is not to supersede or nullify any federal or state improvement requirements for flood plain improvements.
- C. Any permit for a structure declared unsafe must include all work to render the structure in full compliance with the LDC.
- D. Primary Structures, ADUs, & Guest Houses: Repair and maintenance may be done provided that the cubic content, square footage, or footprint of the portion of the existing nonconforming structure shall not be increased or otherwise increase the nonconformity in any manner
- E. Accessory or Minor Structures: Repair and maintenance may be done to non-structural elements only, provided that the cubic content, square footage, or footprint of the portion of the existing nonconforming structure shall not be increased.
- F. Fences: Any repair or maintenance of a nonconforming fence shall come into conformity with this code.

SECTION 3.05 NONCONFORMING SITE ELEMENTS

SECTION 3.05.01 NONCONFORMING SITE ELEMENTS

- A. Nonconforming site elements listed in paragraph C below may be continued so long as it remains otherwise lawful, and the existing on-site uses, structures, or other elements do not require site modifications to meet code requirements.
- B. Nonconforming site elements shall be brought into compliance with this code if:
 1. The use of the site changes, expands, or increases, requiring a formal change of use per Article 2, or,
 2. The existing structure is modified, expanded, and increased which affects the nonconforming site element.
 3. Any existing structure is destroyed and rebuilt in accordance with this code.
- C. Nonconforming site elements may include, but are not limited to:
 1. Off-street parking
 2. Landscaping
 3. Lighting
 4. Stormwater
 5. Access (ingress or egress)
 6. Utilities

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

7. Open space

SECTION 3.06 NONCONFORMING SIGNS

SECTION 3.06.01 NONCONFORMING SIGNS

- A. All nonconforming signs shall be subject to the following restrictions:
1. Nonconforming signs shall not be enlarged.
 2. A sign, or portion thereof, may be altered to decrease its nonconformity.
 3. Ordinary repair and maintenance of nonconforming signs is permitted, up to 50% of the cost of replacement, as follows:
 - a. Ordinary repair and maintenance shall mean the work necessary to keep the sign in good state of repair provided, however, ordinary repair and maintenance shall not include replacement of structural materials.
 - b. Structural materials, as used in this section shall mean those materials comprising the load-bearing components of the sign including, but not limited to:
 1. Vertical supports
 2. Horizontal stringers
 3. Braces, bracing wires, or brackets
 4. Catwalks
 - c. Structural materials do not include the:
 1. Sign face
 2. Skirt
 3. Electrical service or electric lighting, except in cases where such items have been incorporated into the load-bearing parts of the sign.
 - d. Examples of changes, modifications, or work which do not constitute ordinary repair and maintenance and are prohibited include, but are not limited to:
 1. Modification that changes the structure, or type of structure, of the sign, such as conversion of back-to-back sign to a V-type, or conversion of a wooden sign structure to a metal structure.
 2. Modification that changes the sign face area or the height of the sign.
 3. Modification that enhances the visibility of the sign's message or the period of time the sign's message is visible.
 4. Modification that adds automatic or electronic changeable faces, or copy.
 5. Modification that adds artificial lighting, or changes the existing lighting, such that elimination of the sign face is substantially increased.
 - e. Should a nonconforming sign be destroyed and must be structurally repaired by any means it shall be reconstructed in compliance with this code.
 - f. A nonconforming sign may not be disassembled and re-erected at the same location.
 - g. A nonconforming sign may not be relocated.
 - h. A nonconforming sign which the City Building Official, or designee, has determined is structurally unstable or constitutes an imminent threat to public safety shall be removed. Any replacement sign must conform to the provisions of Article 8 - Signs of this code.
 - i. Nothing in this section shall be construed so as to constitute a violation of § 70.20, Florida statutes.
- B. Off-site signs:

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

1. If an existing nonconforming off-site sign, billboard, or permanent outdoor advertising sign is destroyed by any cause, it may not be rebuilt for any reason.
2. Off-site signs, billboards, or permanent outdoor advertising sign structures, or portions thereof, which require a building permit shall not be repaired or replaced.

SECTION 3.07 NONCONFORMITIES DUE TO PUBLIC AGENCY ACTION

SECTION 3.07.01. NON-REGULATORY PUBLIC AGENCY ACTION

- A. If an action by a public agency (City of Destin, Florida Department of Transportation, etc.), other than an amendment to development regulations or similar documents, creates a nonconforming structure and/or site, such structure or site may remain as nonconforming and no further action on the part of the owner is required.
- B. Nonconformities created due to public agency action may not be increased or intensified and shall be governed by the appropriate sections of this article.
- C. If a nonconformity is created by public agency action that results in a risk to public health, safety or welfare, the City Manager or designee may require certain LDC provisions to be met to the maximum degree physically and financially feasible, at the cost of the public agency that created the nonconformity.
 1. The public agency shall rectify or mitigate the created risk at the time the risk is identified.
 2. If the risk cannot be reasonably mitigated, then the public agency shall be responsible for acquiring the entire property where the risk is created.

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS

~~7.13.00. Nonconforming uses and structures.~~

~~7.13.01. Intent.~~

~~A. Within the districts established by the City, there exist:~~

- ~~1. Lots;~~
- ~~2. Structures;~~
- ~~3. Uses of land; and~~
- ~~4. Characteristics of use;~~

~~which were lawful before chapter 21, Code of Ordinances, was enacted, which would be prohibited, regulated or restricted under the terms of this section or future amendments. It is the intent of this section to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this section that nonconformities shall not be enlarged upon, expanded or extended, or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.~~

~~B. Nonconforming uses are declared by this section to be incompatible with permitted uses in the districts involved. A nonconforming use of structure and land in combination shall not be extended or enlarged, or [expanded] by the addition of other uses of a nature which would be prohibited generally in the district involved.~~

~~7.13.02. Lots.~~

~~A. In any district in which single family dwellings are permitted, a single family dwelling and customary accessory buildings may be erected on any single lot of record in a recorded subdivision or a lot in an unrecorded plat which was the subject of a contract to purchase or article of agreement executed prior to March 11, 1974, the effective date of this provision, notwithstanding limitations imposed by other provisions of this section. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district. Variance of yard requirements shall be obtained only through action of the board of adjustment.~~

~~7.13.03. Uses of land (or land with minor structures only). Where at the time of passage of chapter 21, lawful uses of land exist which would not be permitted by the regulations imposed by this section, and where such use involves no individual structure with a replacement cost exceeding \$1,000.00, the use may be continued so long as it remains otherwise lawful, provided:~~

- ~~A. No such nonconforming use shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this provision.~~
- ~~B. No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this provision.~~
- ~~C. If any such nonconforming use of land ceases for any reason for a period of more than six months, any subsequent use of such land shall conform to the regulations specified by this section for the district in which such land is located.~~

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

D. — No additional structure not conforming to the requirements of this section shall be erected in connection with such nonconforming use of land.

~~7.13.04. Structures and lots.~~ Where a lawful structure exists at the effective date of adoption or amendment of this provision that could not be built under the terms of this section by reason of restrictions of area, lot coverage, height, yards, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. — No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.

B. — Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in the exact dimensions as it existed on the date of its destruction with due diligence. However, if and when the principal place of residence of a citizen of the city is destroyed by accidental fire, hurricane, tornado or other act of God, said homeowner may rebuild said residence to original type and size of structure; or said homeowner or mobile home owner may rebuild or replace with a superior type of material; provided the new construction conforms to dimensions previously existing.

C. — Should such structure be moved for any reason to any district whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

D. — No such nonconforming lot may be enlarged or altered in a way which increases its nonconformity, but any lot or portion thereof may be altered to decrease its nonconformity.

~~7.13.05. Uses of land involving mobile homes.~~ Where, at the time of passage of this provision, lawful use of land existed which would not be permitted by the regulations imposed by this section and where such use involves mobile homes, the use may be continued so long as it remains otherwise lawful, provided:

A. — No additional mobile homes shall be located on any parcel in excess of the number of trailer sites, consisting of the appropriate slabs and utility connections which were in existence at the effective date of adoption or amendment of this provision.

B. — If any individual mobile homes located on any individually owned parcel or lot of record shall be moved for more than a period of six months, any subsequent use of such land shall conform to the regulations specified by this section for the district in which such land is located.

C. — These regulations are not intended to prohibit the continued operation of existing trailer parks as of the effective date of adoption or amendment of this provision and such trailer parks are expressly permitted to continue operation in the manner conducted prior to the effective date of adoption or amendment of this chapter.

D. — If any individual mobile home located on any parcel of property on the effective date of adoption of this section shall be bounded by a fence or other boundary mutually agreed to by the adjoining land owners or occupants, and provided said lots abut a city street or public right of way, said lots may be sold or otherwise conveyed by metes and bounds description and such use continued so long as not abandoned pursuant to section 7.13.03 of this Code.

~~7.13.06. Uses of structures and premises in combination.~~ If lawful use involving individual structures with a replacement cost of \$1,000.00 or more, or of structures and premises in combination, exists at the effective date of adoption or amendment of this provision, that would not be allowed in the district under the terms of this section, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. — No existing structure devoted to a use not permitted by this section in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

- B. Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this provision, but no such use shall be extended to occupy any land outside such building.
- C. If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may as a special exception be changed to another nonconforming use provided that the board of adjustment, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the board of adjustment may require appropriate conditions and safeguards in accordance with the provisions of this section.
- D. When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six consecutive months (except when government action impeded access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformity with the regulations of the district in which it is located.
- E. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land. Destruction for the purpose of this subsection is defined as damage to an extent of more than 50 percent of the replacement cost at the time of destruction.

~~7.13.07. Repairs and maintenance.~~

- A. On a nonconforming structure or portion of a structure containing a nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not exceeding 25 percent of the current replacement cost of the nonconforming structure or nonconforming portion of the structure as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.
- B. If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired or rebuilt except in conformity with the regulations of the district in which it is located.
- C. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

~~7.13.08. Uses under special exception provisions not nonconforming uses. Any use which is permitted as a special exception in a district under the terms of this section (other than a change through board of adjustment action from a nonconforming use to another use not generally permitted in the district) shall not be deemed a nonconforming use in such district, but shall without further action be considered a conforming use.~~

~~(Ord. No. 04-24 LC, § 3, 9-8-04)~~

Article 16 - SIGNS

~~16.08.00. Nonconforming signs.~~

~~Nonconforming signs shall be subject to the following provisions:~~

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

~~16.08.01. Definition. Any sign within the City on the effective date of this Code which is prohibited by, or does not conform to the requirements of, this Code. Signs that are within ten percent of the height and size limitations of this Code, and that in all other respects conform to the requirements of this Code, are not nonconforming signs.~~

~~16.08.02. Nonconforming signs. All nonconforming signs shall be subject to the following restrictions:~~

- ~~A. A nonconforming sign shall not change substantially from its condition on the date it became nonconforming. For more information on "substantial changes to a nonconforming sign" please refer to B.3 below. Accordingly, no nonconforming sign may be enlarged or altered in a way which increases its nonconformity, but any sign or portion thereof may be altered to decrease its nonconformity, or for ordinary repair and maintenance as provided for herein.~~
- ~~B. Ordinary repair and maintenance of nonconforming signs is permitted as follows:
 - ~~1. Ordinary repair and maintenance shall mean the work necessary to keep the sign in good state of repair provided, however, ordinary repair and maintenance shall not include replacement of structural materials.~~
 - ~~2. Structural materials, as used in this section shall mean those materials comprising the load-bearing components of the sign including vertical supports, horizontal stringers, braces, bracing wires, brackets and catwalks. Structural materials do not include the sign face, any skirt, any electrical service or electric lighting, except in cases where such items have been incorporated into the load-bearing parts of the sign.~~
 - ~~3. Examples of changes, modifications or work which do not constitute ordinary repair and maintenance, but which would constitute substantial changes to a nonconforming sign, include, but are not limited to:
 - ~~a. Modification that changes the structure of, or the type of structure of, the sign, such as conversion of back to back sign to a V-type or conversion of a wooden sign structure to a metal structure.~~
 - ~~b. Modification that changes the sign face area or the height of the sign.~~
 - ~~c. Modification that enhances the visibility of the sign's message or the period of time the sign's message is visible.~~
 - ~~d. Modification that adds automatic or electronic changeable faces, or copy.~~
 - ~~e. Modification that adds artificial lighting, or changes the existing lighting, such that elimination of the sign face is substantially increased.~~~~
 - ~~4. Should a nonconforming sign be destroyed by any means to an extent of more than 50 percent of its value at the time of destruction as reflected on the personal property tax return filed by the owner, it shall not be reconstructed except in compliance with these regulations.~~
 - ~~5. Modifications to a nonconforming sign that have the effect of enhancing the sign's message, the visibility of the message, or the period of time the message is visible in the case of electronic message boards are prohibited.~~
 - ~~6. A nonconforming sign may not be disassembled and re-erected at the same location.~~
 - ~~7. A nonconforming sign may not be relocated.~~
 - ~~8. A nonconforming sign which has become structurally unstable or constitutes an imminent threat to public safety must be removed. Any replacement sign must conform to the provisions of section 16.04.00. Permitted signs.~~~~

EXHIBIT "A"

City of Destin, FL - Article 3 - Nonconformities

9. ~~Nothing in this section shall be construed so as to constitute a violation of § 70.20, Florida Statutes (2002).~~

~~(Ord. No. 03-10 LC, § 5, 10-20-03; Ord. No. 07-34 LC, § 11, 10-1-07)~~

First Name	Megan
Last Name	Gehlbach
Home Address	401 Stahlman Avenue
City	Destin
State	FL
Zip	32541
Phone	8505820590
Email	megangehlabach@yahoo.com
Business Name	Gyspea Pool & Spa Services
Business Address	401 stahlman
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	<p>Destin Rotary - Sunset Club Chair '25-'26, Social Chair '22-Present, Foundation Committee, Membership Committee, Destin Forward Class of 2026, Firetruck Pull Committee '22-Present</p> <p>I bring a collaborative mindset, attention to detail, and a deep commitment to serving the Destin community. I value fair,</p>

consistent decisions that balance growth with the character of our city.

How long have you lived in Destin? 12 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? No

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. Destin Rotary Sunset Club Chair

Select the board or committee you are interested in serving on. Board of Adjustment

List your qualifications to serve on the selected board or committee. I bring strong organizational and communication skills gained through active involvement in community leadership and civic organizations. I am committed to being well prepared, attending meetings regularly, and applying Okaloosa County's Land Development Code fairly and impartially.

What do you consider the purpose of this board/committee to be? The purpose of the Board of Adjustment is to provide a fair and consistent process for applying zoning and land use regulations, allowing for variances and exceptions while safeguarding the interests of the community as a whole.

What would you like to see this board/committee accomplish? I would like to see the Board of Adjustment provide clear, consistent guidance on zoning and land use matters while ensuring decisions are fair and considerate of both property owners and the community.

If you have discussed Sandy Trammell
this application with any
member(s) of the Destin
City Council, please
identify them.

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
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Date	1/6/2026
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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 20, 2026
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: 12/29/2025

SUBJECT: 1) City Manager Contract - Anniversary of Agreement

I. BACKGROUND: The City Manager's contract provides for an annual fee to the City Manager, which will increase annually by the amount of any annual cost-of-living adjustment granted by the City Council to City employees. In addition, the contract provides that the City Manager will be considered for a performance/retention bonus of up to four percent of the contract value on each anniversary of the contract.

II. DISCUSSION: The City Manager's contract provides that at the first council meeting in January of each year, the City Manager will be considered for a performance/retention bonus of up to four percent of the contract value in addition to his cost-of-living increase. The amount of such bonus is at the sole discretion of the City Council.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Currently the City Manager is paid \$262k annually or \$21,817 monthly (adjusted from the original contract amount due to 2025 COLA). This will be increased by the cost of living increase plus any additional amount approved tonight by Council, up to an additional 4%.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: This decision is in the sole discretion of the City Council.

IV. RECOMMENDED MOTION: I move to approve a performance/retention based fee increase of ____% (insert amount, up to 4%) in addition to the City Manager's cost-of-living

adjustment.

Attachments:

1. Jan. 6.2025 Item 6.I. -
City Manager
Contract
2. TOF_Executed_City
Manager Contract Jan.
2025
3. Jan. 6, 2025 Action
Agenda 6.1

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 6, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Kimberly Kopp, City Attorney

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

DATE: December 26, 2024

SUBJECT: 1. City Manager Contract

I. BACKGROUND: On December 16, 2024, the City Council directed the City Attorney and HR Director to confer with Interim City Manager Larry Jones to negotiate a contract for a full-time City Manager with a total compensation not to exceed \$255,000. The direction also stated that the contract will include clause specifying a five-day workweek and prohibiting Mr. Jones from taking on new contracts for the consulting company he works with for the duration of his contract with the City of Destin. Motion by Council Member Bagby. Councilmember Destin seconded the motion, which passed 6-0.

II. DISCUSSION: The proposed contract, consistent with the City Charter, provides that the City Manager serves at the pleasure of the City Council. It further provides that the City agrees to pay TOF a consulting fee of \$255,000 annually, payable in monthly installments of \$21,250. This fee will increase annually by the amount of any annual cost-of-living adjustment granted to City employees. Further, Jones will be considered for a performance/retention bonus of up to 4% of the contract value, on each anniversary of this agreement. The amount of such bonus will be at the sole discretion of the City Council and will be determined at the first council meeting in January each year that this agreement is in force. Mr. Jones will not receive City benefits to include medical insurance, dental insurance, vision insurance, life insurance, hospital indemnity, short-term disability, long-term disability and shall not accrue retirement benefits.

Section 4.02 of the City Charter requires a 70 percent vote of approval by the council for appointment of a City Manager.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): In order to honor this contract for the period January 2025 - September 2025, an internal budget transfer is required. The adopted 2025 budget includes executive salary, city manager retirement, and benefits, which need to be transferred into

Professional Services within the City Manager's department.

If the proposed internal budget transfer is accepted, the impact on the FY 2025 Budget will be as follows:

Annual	\$	255,000
Monthly	\$	21,250
# of Months (Jan-Sept 2025)		9
FY 2025 Impact on Budget	\$	191,250

	0151212-531000 City Manager Professional Services	0151212-511000 - Executive Salaries	0151212-522001 City Manager Retirement
FY 25 Adopted Budget*	\$ 81,000	\$ 213,940	\$ 10,697
Budget Amendments/Transfers	196,500	(166,000)	(500)
Revised Budget	277,500	47,940	10,197
Previous Expenses/Encumbrances	(86,219)	(47,713)	(2,336)
Available Program Budget	191,281	227	7,861
This Agreement +(-)	(191,250)	-	-
FY 25 Remaining Program Budget	\$ 31	\$ 227	\$ 7,861

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve the attached city manager contract with TOF Executive Consulting, LLC, as presented.

I move to adopt the attached internal budget transfer from City Manager Salary and City Manager Retirement accounts to City Manager Professional Services.

Attachments:

1. 1.6.2025 City Manager Contract Larry Jones
2. 2025 0106 Budget Txfr for new City Manager

CITY MANAGER INDEPENDENT CONTRACTOR AGREEMENT
FOR THE CITY OF DESTIN, FLORIDA

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 6th day of January, 2025, by and between the City of Destin, Florida, a Florida municipal corporation (hereinafter referred to as "**City**"), the Destin City Council (hereinafter referred to as "**City Council**" or "**Council**"), and TOF Executive Consulting, LLC (hereinafter referred to as "TOF"), through which Larry Jones (hereinafter referred to by name, "**Mr. Jones**" or as "**City Manager**") will provide services to the City of Destin as set forth herein.

RECITALS

WHEREAS, "There shall be a city manager *who shall..serve at the pleasure of the city council*" Article IV, Section 4.01, Destin City Charter (emphasis added); and

WHEREAS, Article IV, Section 4.02, of the Destin City Charter states: "The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council"; and

WHEREAS, Article IV, Section 4.03, of Destin City Charter states: "The compensation for city manager shall be fixed by the council"; and

WHEREAS, Article IV, Section 4.04, Destin City Charter states: "Any vacancy in the office of city manager shall be filled by the city council"; and

WHEREAS, the Destin City Council desires to hire, or contract for the services of a City Manager, whom shall assume all powers of the City Manager position subject to this Agreement; and

WHEREAS, the City has contracted with Mr. Larry Jones as Interim City Manager since August 16, 2024; and

WHEREAS, on December 16, 2024, at a regular City Council meeting the Destin City Council expressed the desire to appoint Larry Jones as City Manager subject to a contract being brought back to the City Council for formal consideration on January 6, 2025; and

WHEREAS, the City Council has affirmatively determined that the services of Mr. Jones as City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Mr. Jones has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its City Manager as an independent contractor, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council desires to appoint and contract with TOF Executive Consulting, LLC for Larry Jones to serve as City Manager for the City, and Larry Jones has accepted the appointment; and

WHEREAS, the City Council and City Manager desire to establish an independent contractor relationship and nothing herein shall be construed to create an employment relationship; and

WHEREAS, this Agreement shall continue until formally terminated by either Larry Jones or by the City Council in the Council's sole discretion; and

WITNESSETH:

The recitals outlined above are true and correct, and are incorporated into, and a part of this Agreement, as if set forth fully herein. In consideration of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City Council appoints Mr. Jones to be the City Manager, as follows:

1. **TERM:** The City Council appoints, Mr. Jones as City Manager of the City of Destin, Florida, pursuant to the Charter of the City of Destin, effective January 6, 2024, until either party exercises their right to terminate this agreement pursuant to sections 3, 5 & 6 of this Agreement.
2. **SERVE AT THE PLEASURE OF CITY COUNCIL:** Pursuant to Article IV, Section 4.01, of the Destin City Charter, in the capacity of City Manager, Mr. Jones serves at the pleasure of the City Council. By executing this agreement, Mr. Jones stipulates that any duties prescribed herein, are in conformity with the Charter, and that this Agreement is an accurate interpretation of his obligation to serve at the pleasure of the City Council. This Agreement creates an independent contractor relationship between Mr. Jones and The City, and nothing herein shall be construed to create an employment relationship between Mr. Jones and the City.
3. **BENEFITS:**
 - a. The City agrees to pay TOF a consulting fee of \$255,000 annually, payable in monthly installments of \$21,250. This fee will increase annually by the amount of any annual cost-of-living adjustment granted by the City Council to City employees. Further, Jones will be considered for a performance/retention bonus of up to 4% of the contract value, on each anniversary of this Agreement. The amount of such bonus will be at the sole discretion of the City Council and will be determined at the first council meeting of January each year that this Agreement is in force.
 - b. Mr. Jones will not receive City benefits to include medical insurance, dental insurance, vision insurance, life insurance, hospital indemnity, short-term disability, long-term disability and shall not accrue retirement benefits.
 - c. As an independent contractor, the City Manager is entitled to 2 days of paid time off (which encompasses what an employee would know as vacation and sick leave) per month, for a total of 24 days per year during year one of the agreement and an increase to 2.5 days per month beginning in year two. Unused PTO will carry forward each year

but is not subject to payout upon termination of this contract. 2 PTO days of Jones' current agreement will carry forward.

- d. The City will provide the City Manager with a cell phone and data plan for unlimited use as defined by the City accepted service plan.
- e. In the event health issues prevents Jones for performing all or a portion of duties assigned in this agreement beyond the number of accrued paid time off days, the City Council may at their sole discretion elect to proceed with any of the following, without penalty and without creating precedent:
 - 1. Extend additional PTO, or
 - 2. Extend the Agreement via unpaid time off, or
 - 3. Terminate the Agreement.
- f. The City shall reimburse TOF for reasonable professional development, educational and training activities relevant to benefiting the city, including dues and professional development activities related to the Florida League of Cities, FCCMA, and ICMA. In no event shall participation in such activities detract from the responsibilities of the assigned duties of the city manager.

4. DUTIES: The City Manager has a duty to serve at the pleasure of the City Council, which includes the following duties:

- a. The City Manager shall not take any action that contradicts the position/direction that the City Council takes upon a majority vote, nor shall City Manager willfully disregard the directives of the City Council.
- b. The City Manager recognizes that the City government exists first and foremost to serve the citizens of Destin, and that the members of the City Council are the duly elected representatives of the citizens of Destin. Accordingly, the City Manager owes a duty of loyalty to the City Council, because the City Manager is the chief executive of the City government's administrative component, and the City government exists first and foremost to serve the citizens of Destin.
- c. The City Manager shall report to the City Council and shall perform his duties as City Manager under the direction of the City Council, and he shall answer to the City Council. Individual City Councilmembers cannot individually mandate that the City Manager perform any task, outside of those items expressly mentioned in the City Charter, Code of Ordinances, and other state law.
- d. The City Manager shall not act outside of the duties assigned to him by the City Council, the Charter, or any City ordinances.
- e. If the City Manager disagrees with a direction or task given to him by the City Council

at a public meeting, of any kind, then the City Manager shall immediately communicate his disagreement to the City Council at the public meeting. Otherwise, the City Manager waives any objection he has to the task assigned by the City Council. The intent of this provision is to encourage the City Manager be transparent with the City Council, as the City Council prefers clarification up front, in lieu of the City Manager remaining silent, and simply refusing to perform the task given to him. It is a better practice to provide clarification up front, because it maintains trust between the City Council and the City Manager, and ultimately with staff.

- f. If the City Council directs the City Manager to contact any County Commissioners, or the members of another municipality's city council, then the City Manager shall not simply contact the head administrative official for the other board, and expect the message to be relayed to the other board's members. Instead, the City Manager, or his designee, shall contact the members of the other board directly to communicate what the City Council directs it wants communicated.
- g. The City Manager shall entrust all of the City's legal work to the City Attorney, other attorneys approved by a vote of the City Council, and any litigation attorneys approved by a vote of the City Council. The City Manager shall not hire any attorneys to perform work for the City, without both notifying the City Attorney, and then obtaining approval by a majority vote of the City Council. This process shall be utilized even if the City Manager elects to pay for an attorney out of the City Manager's discretionary fund.
- h. The City Manager shall, as soon as reasonably practicable, provide to the City Council any information about a potential or current department head that could affect the City's public image, or whom has committed an action that could cause the City to be sued for anything other than a tort that is limited by sovereign immunity.
- i. If, at a public meeting, pursuant to the express duty of the City Manager to serve at the pleasure of the City Council, which is contained in Article IV, Section 4.01, of the Destin City Charter, a majority of the City Council vote to direct the City Manager, pursuant to Article III, Section 3.08 (c), of the Destin City Charter, to take action in a manner consistent with the powers afforded to the City Council, whether expressly or implicitly, pursuant to Article III, Sections 3.08(b), 3.12(b){1}, or 3.14, of the Destin City Charter, then the City Manager shall abide by the City Council's direction and perform any administrative functions that are required to implement the majority vote of the Council. The City Council and the City Manager stipulate and agree that this subsection is a reasonable interpretation of their shared powers found in Article I, Section 1.01(a) of the Destin City Charter, and also the powers, afforded to the City Council pursuant to Article III, Sections 3.08(b), 3.12(b)(1), and 3.14, of the Destin City Charter, and Article IV, Section 4.01, of the Destin City Charter. The City Council and the City Manager further stipulate and agree that, as the City's only elected officials, and the City's sole legislative body, the City Council alone represents the will of the City's citizens and that the City Council is the ultimate authority on what is to be "deemed to be in the best interest of the city..." as the phrase is used in Article IV, Section 4.05(e), of the Destin City Charter. The City Council and the City Manager

further agree and stipulate that the City Manager shall take whatever necessary actions, including the preparation, negotiation, and submittal to the City Council of any contractual agreements required to ensure that the best interests of the City are preserved. However, for any such agreements, mentioned in the previous sentence, to be binding, then the agreements shall require approval of the City Council by a majority vote. Finally, this provision does not excuse any additional requirements found in the Charter or City Code Ordinances, to utilize resolutions or ordinances, if expressly required, as the means of implementing any actions that flow from this subsection.

- j. Other than City Council appointees, the City Manager shall hire, fire, and reassign all employees of the City, without interference of the City Council and subject to the terms of this Agreement.
- k. The City Manager shall be required to obtain the consent of the City Council, via a majority vote of the City Council, to re-assign, re-classify, transfer, or re-define any of the appointed Department Heads.
- l. In addition to performing the functions and duties specified in the City Charter, City Ordinances and Florida Statutes, the City Manager shall perform such other tasks and functions that the City Council assigns, by majority vote of the City Council.
- m. The City Manager owes a duty to both the City and the City Council over the International City/County Management Association ("ICMA"), the Florida City and County Management Association ("FCCMA"), and the Florida League of Cities ("FLC"). While each organization is important, all 3 organizations are voluntary organizations, whom promulgate rules and regulations that are merely suggestive and are not legally binding. If the City Manager feels he cannot comply with an assignment given to him by the City Council, due to a perceived conflict with a rule promulgated by any of the three organizations listed, then the City Manager, within 3 days of receipt of the instruction from Council to perform the task in question, shall resign as City Manager. No fault shall be attributed to the City Manager, by the City Council, if the City Manager resigns per this subsection, because the City Council respects the City Manager's personal convictions.
- n. In the event that Mr. Jones is temporarily unable to perform his duties for any reason, then he shall designate an Acting City Manager.
- o. All such duties shall be performed within the timeframes or deadlines as set by the City Council, or imposed by law, applicable policy, or rule. Absent an expressly imposed deadline, Mr. Jones shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

5. INDEPENDENT CONTRACTOR TO SERVE AT THE PLEASURE OF THE CITY COUNCIL: The City Manager shall serve at the pleasure of the City Council pursuant to Section 4.01 of the City Charter, and the City Council may terminate this Agreement, at any time during the term of this Agreement, for any reason or for no reason,

without penalty, pursuant to paragraph 6 below.

6. TERMINATION OF AGREEMENT BY EITHER PARTY. Either party may terminate this agreement upon 30 days written notice to the other party.

7. AGENDAS FOR CITY COUNCIL MEETINGS: Under Florida law, there is no legal requirement to formulate an agenda, however, it is a Council policy to strive to generate them for each meeting. Thus, the City Council has the authority to ultimately set the agenda for their council meetings, and per the Charter, any individual member of the Council is permitted to contact the Clerk to place an item on the agenda. There is no administrative authority that supersedes that of the City Council regarding the formulation of the Agendas. The City Manager shall not unilaterally remove, or refuse to place items on the agenda if the items are those directed by the Council to be placed on the agenda. Once an item is placed on an agenda by the Council, then only a vote of the Council can remove the item from the agenda. Once an item is placed on an agenda by an individual member of Council, then only the individual member, or vote of the Council, can remove the item from the agenda. No single member of the Council, or the Mayor, has the right to remove items placed on the agenda by anyone else.

The City Manager shall refrain from interfering with the City Clerk's performance of his duties to the City Council, and the City Manager shall never order, direct, or willingly permit the City Clerk to refuse a direction from the City Council that relates to the placement of items on the agenda for any public meetings.

8. CRITICISMS, COMPLAINTS, AND SUGGESTIONS: The City Council, individually or collectively, shall refer in a timely manner, either in private, or at public meetings, all substantive criticisms, complaints, and suggestions called to the City Council's attention to the City Manager to be investigated, study, or otherwise looked into. The City Manager shall report back to the City Council within two weeks, the results of any investigation or study.

9. LEGAL OPINION ON AGREEMENT: If the City Manager seeks the opinion of the City Attorney regarding the interpretation of this agreement then the City Manager shall be indemnified, and held harmless in any administrative, ethical or legal action for relying upon the opinion of the City Attorney regarding any action that the City Attorney recommends be taken.

10. INDEMNIFICATION: The City shall indemnify and hold harmless TOF and Mr. Jones from claims arising out of the performance of duties, except in cases of willful misconduct or gross negligence. Said indemnification shall extend beyond the termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following his contractual relationship with the City.

11. HOURS OF WORK: Mr. Jones shall perform his duties full-time, maintaining a schedule consistent with senior City employees and remaining on-call as needed by staff

or council and in emergency situations. Mr. Jones understands that due to the nature and dynamics of a local government, there is no set work schedule and understanding the importance of leading by example, he commits to a minimum of 40 hours each week of in office, meetings or city events. City Manager agrees to remain in an exclusive contractual relationship of the City during the term of this agreement, and not to become employed by or contracted with any other entity during this period without the prior formal City Council approval of the additional contractual relationship or employment. City Manager shall not enter into any contracts for consulting services or employment during the term of this Agreement.

12. EMERGENCIES: During times of emergency (specifically Tropical Cyclones, Depressions, Storms, and Hurricanes), City Manager shall remain on call and available seven (7) days a week for the duration of any declared state of emergency, and shall only be relieved of this additional duty upon confirmation that both the state of emergency is lifted, and any curfew imposed by law enforcement or the National Guard is lifted. Additionally, City Manager shall ensure that all members of the City Council are provided the necessary credentials to return, and operate within the City immediately after any storm passes through the area.

13. NO ATTORNEY'S FEES: If any litigation or arbitration is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall not be entitled, in addition to such other relief as may be granted, to any reasonable attorney's fees and expenses incurred in connection therewith.

14. VENUE: The Agreement shall be governed by the laws of Florida and disputes shall be resolved in the courts of Okaloosa County.

15. JURY TRIAL WAIVER: THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

16. SOVEREIGN IMMUNITY: Nothing in this Agreement 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.

17. FAIR AND MUTUAL NEGOTIATION: The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

18. COUNTERPARTS: This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

19. EFFECTIVE DATE: The effective date of this Agreement shall be January 6, 2025.

20. SAVINGS CLAUSE: If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, unenforceable, or void, then the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

21. NO PRIOR AGREEMENTS. This Agreement constitutes the entire agreement between the parties and supersedes prior understandings.

22. AMENDMENTS. Any amendments must be in writing and signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed on its behalf by the Mayor; and Mr. Jones has signed and executed this Agreement, effective on the date last executed.

TOF EXECUTIVE CONSULTING, LLC

**CITY COUNCIL
CITY OF DESTIN**

**Larry Jones
City Manager**

Bobby Wagner, Mayor

Dated _____

Dated _____

**Approved as to legal form and sufficiency
For the City of Destin, only:**

**Kimberly Romano Kopp
City Attorney**

Dated _____

ATTEST:

Rey Bailey, City Clerk

Dated _____

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year	2025	Short Description	CONTRACTED CITY MANAGER	Entity Code	1
Period	4	Effective Date	1/6/2025	Amendment Type*	3
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151212 CITY MANAGER	531000 PROF SVCS		TO CM CONSULTING FROM SALS & BENS	I	\$ 166,500.00	\$ 24,781.26	\$ 191,281.26
0151212 CITY MANAGER	511000 EXECUTIVE SALARIES		TO CM CONSULTING FROM SALS & BENS	D	\$ 166,000.00	\$ 166,227.30	\$ 227.30
0151212 CITY MANAGER	522001 CITY MANAGER RETIREMENT 401a		TO CM CONSULTING FROM SALS & BENS	D	\$ 500.00	\$ 8,361.36	\$ 7,861.36
							\$ -
							\$ -

Created by:	_____	Date	_____
Entered by:	_____		_____
Approved by:	_____		_____

Note
transfer from city manager salary to professional services to hire TOF
Consulting (Larry Jones) to end of FY 2025

CITY MANAGER INDEPENDENT CONTRACTOR AGREEMENT
FOR THE CITY OF DESTIN, FLORIDA

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 6th day of January, 2025, by and between the City of Destin, Florida, a Florida municipal corporation (hereinafter referred to as "**City**"), the Destin City Council (hereinafter referred to as "**City Council**" or "**Council**"), and TOF Executive Consulting, LLC (hereinafter referred to as "TOF"), through which Larry Jones (hereinafter referred to by name, "**Mr. Jones**" or as "**City Manager**") will provide services to the City of Destin as set forth herein.

RECITALS

WHEREAS, "There shall be a city manager *who shall..serve at the pleasure of the city council*" Article IV, Section 4.01, Destin City Charter (emphasis added); and

WHEREAS, Article IV, Section 4.02, of the Destin City Charter states: "The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council"; and

WHEREAS, Article IV, Section 4.03, of Destin City Charter states: "The compensation for city manager shall be fixed by the council"; and

WHEREAS, Article IV, Section 4.04, Destin City Charter states: "Any vacancy in the office of city manager shall be filled by the city council"; and

WHEREAS, the Destin City Council desires to hire, or contract for the services of a City Manager, whom shall assume all powers of the City Manager position subject to this Agreement; and

WHEREAS, the City has contracted with Mr. Larry Jones as Interim City Manager since August 16, 2024; and

WHEREAS, on December 16, 2024, at a regular City Council meeting the Destin City Council expressed the desire to appoint Larry Jones as City Manager subject to a contract being brought back to the City Council for formal consideration on January 6, 2025; and

WHEREAS, the City Council has affirmatively determined that the services of Mr. Jones as City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Mr. Jones has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its City Manager as an independent contractor, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council desires to appoint and contract with TOF Executive Consulting, LLC for Larry Jones to serve as City Manager for the City, and Larry Jones has accepted the appointment; and

WHEREAS, the City Council and City Manager desire to establish an independent contractor relationship and nothing herein shall be construed to create an employment relationship; and

WHEREAS, this Agreement shall continue until formally terminated by either Larry Jones or by the City Council in the Council's sole discretion; and

WITNESSETH:

The recitals outlined above are true and correct, and are incorporated into, and a part of this Agreement, as if set forth fully herein. In consideration of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City Council appoints Mr. Jones to be the City Manager, as follows:

1. **TERM:** The City Council appoints, Mr. Jones as City Manager of the City of Destin, Florida, pursuant to the Charter of the City of Destin, effective January 6, 2025, until either party exercises their right to terminate this agreement pursuant to sections 3, 5 & 6 of this Agreement.
2. **SERVE AT THE PLEASURE OF CITY COUNCIL:** Pursuant to Article IV, Section 4.01, of the Destin City Charter, in the capacity of City Manager, Mr. Jones serves at the pleasure of the City Council. By executing this agreement, Mr. Jones stipulates that any duties prescribed herein, are in conformity with the Charter, and that this Agreement is an accurate interpretation of his obligation to serve at the pleasure of the City Council. This Agreement creates an independent contractor relationship between Mr. Jones and The City, and nothing herein shall be construed to create an employment relationship between Mr. Jones and the City.
3. **BENEFITS:**
 - a. The City agrees to pay TOF a consulting fee of \$255,000 annually, payable in monthly installments of \$21,250. This fee will increase annually by the amount of any annual cost-of-living adjustment granted by the City Council to City employees. Further, Jones will be considered for a performance/retention bonus of up to 4% of the contract value, on each anniversary of this Agreement. The amount of such bonus will be at the sole discretion of the City Council and will be determined at the first council meeting of January each year that this Agreement is in force.
 - b. Mr. Jones will not receive City benefits to include medical insurance, dental insurance, vision insurance, life insurance, hospital indemnity, short-term disability, long-term disability and shall not accrue retirement benefits.
 - c. As an independent contractor, the City Manager is entitled to 2 days of paid time off (which encompasses what an employee would know as vacation and sick leave) per month, for a total of 24 days per year during year one of the agreement and an increase to 2.5 days per month beginning in year two. Unused PTO will carry forward each year

but is not subject to payout upon termination of this contract. 2 PTO days of Jones' current agreement will carry forward.

- d. The City will provide the City Manager with a cell phone and data plan for unlimited use as defined by the City accepted service plan.
- e. In the event health issues prevents Jones for performing all or a portion of duties assigned in this agreement beyond the number of accrued paid time off days, the City Council may at their sole discretion elect to proceed with any of the following, without penalty and without creating precedent:
 - 1. Extend additional PTO, or
 - 2. Extend the Agreement via unpaid time off, or
 - 3. Terminate the Agreement.
- f. The City shall reimburse TOF for reasonable professional development, educational and training activities relevant to benefiting the city, including dues and professional development activities related to the Florida League of Cities, FCCMA, and ICMA. In no event shall participation in such activities detract from the responsibilities of the assigned duties of the city manager.

4. DUTIES: The City Manager has a duty to serve at the pleasure of the City Council, which includes the following duties:

- a. The City Manager shall not take any action that contradicts the position/direction that the City Council takes upon a majority vote, nor shall City Manager willfully disregard the directives of the City Council.
- b. The City Manager recognizes that the City government exists first and foremost to serve the citizens of Destin, and that the members of the City Council are the duly elected representatives of the citizens of Destin. Accordingly, the City Manager owes a duty of loyalty to the City Council, because the City Manager is the chief executive of the City government's administrative component, and the City government exists first and foremost to serve the citizens of Destin.
- c. The City Manager shall report to the City Council and shall perform his duties as City Manager under the direction of the City Council, and he shall answer to the City Council. Individual City Councilmembers cannot individually mandate that the City Manager perform any task, outside of those items expressly mentioned in the City Charter, Code of Ordinances, and other state law.
- d. The City Manager shall not act outside of the duties assigned to him by the City Council, the Charter, or any City ordinances.
- e. If the City Manager disagrees with a direction or task given to him by the City Council

at a public meeting, of any kind, then the City Manager shall immediately communicate his disagreement to the City Council at the public meeting. Otherwise, the City Manager waives any objection he has to the task assigned by the City Council. The intent of this provision is to encourage the City Manager be transparent with the City Council, as the City Council prefers clarification up front, in lieu of the City Manager remaining silent, and simply refusing to perform the task given to him. It is a better practice to provide clarification up front, because it maintains trust between the City Council and the City Manager, and ultimately with staff.

- f. If the City Council directs the City Manager to contact any County Commissioners, or the members of another municipality's city council, then the City Manager shall not simply contact the head administrative official for the other board, and expect the message to be relayed to the other board's members. Instead, the City Manager, or his designee, shall contact the members of the other board directly to communicate what the City Council directs it wants communicated.
- g. The City Manager shall entrust all of the City's legal work to the City Attorney, other attorneys approved by a vote of the City Council, and any litigation attorneys approved by a vote of the City Council. The City Manager shall not hire any attorneys to perform work for the City, without both notifying the City Attorney, and then obtaining approval by a majority vote of the City Council. This process shall be utilized even if the City Manager elects to pay for an attorney out of the City Manager's discretionary fund.
- h. The City Manager shall, as soon as reasonably practicable, provide to the City Council any information about a potential or current department head that could affect the City's public image, or whom has committed an action that could cause the City to be sued for anything other than a tort that is limited by sovereign immunity.
- i. If, at a public meeting, pursuant to the express duty of the City Manager to serve at the pleasure of the City Council, which is contained in Article IV, Section 4.01, of the Destin City Charter, a majority of the City Council vote to direct the City Manager, pursuant to Article III, Section 3.08 (c), of the Destin City Charter, to take action in a manner consistent with the powers afforded to the City Council, whether expressly or implicitly, pursuant to Article III, Sections 3.08(b), 3.12(b){l}, or 3.14, of the Destin City Charter, then the City Manager shall abide by the City Council's direction and perform any administrative functions that are required to implement the majority vote of the Council. The City Council and the City Manager stipulate and agree that this subsection is a reasonable interpretation of their shared powers found in Article I, Section 1.01(a) of the Destin City Charter, and also the powers, afforded to the City Council pursuant to Article III, Sections 3.08(b), 3.12(b)(l), and 3.14, of the Destin City Charter, and Article IV, Section 4.01, of the Destin City Charter. The City Council and the City Manager further stipulate and agree that, as the City's only elected officials, and the City's sole legislative body, the City Council alone represents the will of the City's citizens and that the City Council is the ultimate authority on what is to be "deemed to be in the best interest of the city..." as the phrase is used in Article IV, Section 4.05(e), of the Destin City Charter. The City Council and the City Manager

further agree and stipulate that the City Manager shall take whatever necessary actions, including the preparation, negotiation, and submittal to the City Council of any contractual agreements required to ensure that the best interests of the City are preserved. However, for any such agreements, mentioned in the previous sentence, to be binding, then the agreements shall require approval of the City Council by a majority vote. Finally, this provision does not excuse any additional requirements found in the Charter or City Code Ordinances, to utilize resolutions or ordinances, if expressly required, as the means of implementing any actions that flow from this subsection.

- j. Other than City Council appointees, the City Manager shall hire, fire, and reassign all employees of the City, without interference of the City Council and subject to the terms of this Agreement.
- k. The City Manager shall be required to obtain the consent of the City Council, via a majority vote of the City Council, to re-assign, re-classify, transfer, or re-define any of the appointed Department Heads.
- l. In addition to performing the functions and duties specified in the City Charter, City Ordinances and Florida Statutes, the City Manager shall perform such other tasks and functions that the City Council assigns, by majority vote of the City Council.
- m. The City Manager owes a duty to both the City and the City Council over the International City/County Management Association ("ICMA"), the Florida City and County Management Association ("FCCMA"), and the Florida League of Cities ("FLC"). While each organization is important, all 3 organizations are voluntary organizations, whom promulgate rules and regulations that are merely suggestive and are not legally binding. If the City Manager feels he cannot comply with an assignment given to him by the City Council, due to a perceived conflict with a rule promulgated by any of the three organizations listed, then the City Manager, within 3 days of receipt of the instruction from Council to perform the task in question, shall resign as City Manager. No fault shall be attributed to the City Manager, by the City Council, if the City Manager resigns per this subsection, because the City Council respects the City Manager's personal convictions.
- n. In the event that Mr. Jones is temporarily unable to perform his duties for any reason, then he shall designate an Acting City Manager.
- o. All such duties shall be performed within the timeframes or deadlines as set by the City Council, or imposed by law, applicable policy, or rule. Absent an expressly imposed deadline, Mr. Jones shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

5. INDEPENDENT CONTRACTOR TO SERVE AT THE PLEASURE OF THE CITY COUNCIL: The City Manager shall serve at the pleasure of the City Council pursuant to Section 4.01 of the City Charter, and the City Council may terminate this Agreement, at any time during the term of this Agreement, for any reason or for no reason,

without penalty, pursuant to paragraph 6 below.

6. TERMINATION OF AGREEMENT BY EITHER PARTY. Either party may terminate this agreement upon 30 days written notice to the other party.

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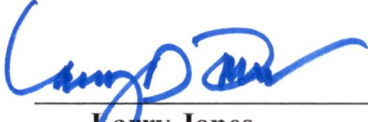
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(SIGNATURE PAGE FOLLOWS)

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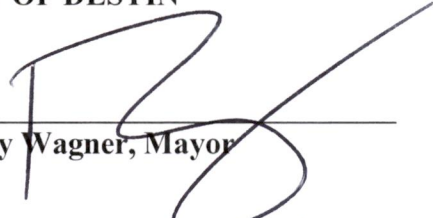
TOF EXECUTIVE CONSULTING, LLC



Larry Jones
City Manager

Dated 1/6/2025

**CITY COUNCIL
CITY OF DESTIN**



Bobby Wagner, Mayor

Dated 1/6/2025

Approved as to legal form and sufficiency
For the City of Destin, only:



Kimberly Romano Kopp
City Attorney

Dated Jan. 6, 2025



Rey Bailey, City Clerk

Dated 1/6/25

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 6, 2025
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Award presentation to the Outdoor Decorating Contest winners was added to the agenda.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve the agenda, as amended, passed 6-0. Councilmember Braden was absent from the meeting.

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

The Mayor and Council acknowledged and presented a commemorative plaque to the winners of the Outdoor Decorating Contest as follows:

**Best Business – La Paz Restaurant
Best Organization – Emerald Grande at Harbor Blvd
Best of Holiday – Sarah Micholick
Best Home – Robert Wagner**

2. PUBLIC COMMENTS

3. CONSENT AGENDA

- A. Approval of minutes of December 3, 2024 City Council Workshop - LDC Rewrite
- B. Approval of minutes of December 2, 2024 Regular City Council Meeting
- C. Approval of minutes of November 18, 2024 Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3A through 3C, as printed above, passed 6-0.

4. CITY MANAGER REPORTS

- A. Heffley & Associates, Lobbyist Kelly Horton - Presentation
- B. FY25 Resurfacing Projects, authorization to issue Purchase Orders, batch 2

Councilmember Trammell made a motion to authorize the City Manager to issue the appropriate purchase orders for the eleven projects as listed in the staff report. Councilmember Hebert provided a second to the motion, which passed 6-0.

- C. RFB 24-14-REC, Morgan Sports Center Lighting Project

Councilmember Trammell made a motion to accept the withdrawal of Techline Sports Lighting, adopt the Bid Committee's recommendation select the proposals from M. Gay Constructors, Inc., and direct staff to negotiate a contract for approval. Councilmember Hebert provided a second to the motion, which passes 6-0.

- D. RFQ 24-12-CD Professional Planning & Grant Consulting

Councilmember Bagby moved to select the proposals from, and direct staff to negotiate contracts with, 3TP Ventures, Kimley-Horn, and Inspire Group, and bring those contracts back to the council for consideration. Councilmember Hebert provided a second to the motion, which passes 6-0.

E. Volunteer Boards and Committees Recommendations

Councilmember Trammell moved to maintain the current structure of all existing committees, with each committee consisting of seven members appointed by the Council. The motion also included a provision to extend the operation of the two CRA advisory committees until the second Council meeting in March 2025. At that time, the Council will evaluate whether each CRA advisory committee has successfully appointed seven qualified members. Councilmember Hebert seconded the motion.

Councilmember Schmidt introduced a substitute motion proposing the following adjustments:

- 1. To extend the terms of the two existing CRA advisory committees, allowing them to remain active until the second City Council meeting in March 2025. At that time, the Council will evaluate whether each CRA advisory committee has successfully appointed seven qualified members.**
- 2. To consolidate the Parks and Recreation Committee, Public Works/Safety Committee, and Harbor and Waterways Board into a single entity, to be named the Community Service Advisory Board.**

Councilmember Geile provided a second to the substitute motion. The substitute motion failed 2-4 (Geile/Schmidt – “yes”; Hebert/Bagby/Destin/Trammell – “no”).

Original Motion: Councilmember Trammell moved to maintain the current structure of all existing committees, with each committee consisting of seven members appointed by the Council. The motion also included a provision to extend the operation of the two CRA advisory committees until the second Council meeting in March 2025. At that time, the Council will evaluate whether each CRA advisory committee has successfully appointed seven qualified members. Councilmember Hebert seconded the motion. Motion passed 4-2 (Hebert/Bagby/Destin/Trammell–yes”); Schmidt/Geile – “no”).

The City Council has appointed members to serve on the city's standing boards and committees. The sponsoring council member for each appointee is indicated in parentheses:

Harbor and Waterways Board

- Bill McKissick (Hebert)
- Jerod Hayden (Destin)
- John Stephens (Trammell)

Harbor CRA Advisory Committee

- James Green (Hebert)
- Lance Johnson (Destin)
- James Howard (Trammell)

Local Planning Agency

- Marcie Bell (Hebert)

Parks and Recreation Committee

- Autumn Weidenhamer (Hebert)
- Alison Stephens (Destin)
- Nikki Johnson (Trammell)

Public Works/ Safety Committee

- John Green (Hebert)
- Jim Wood (Destin)
- Marcie Bell (Trammell)

Town Center CRA Advisory Committee

- Corlene Ziegler (Trammell)

Councilmember Trammell made a motion to require each committee to hold a minimum of one meeting per month. The motion further specified that committee members would have primary responsibility for placing items on the agenda, while allowing staff the authority to add items as needed. Councilmember Bagby seconded the motion, which passes 6-0.

F. Minutes of Standing Board & Committees - Informational Only

G. Announcements

- 1) The newly appointed Community Development Director, Louis Zunguze, was unable to report for duty as scheduled due to circumstances beyond his control. His start date has been extended to January 21, 2025, with specific conditions in place. The City Council will receive a follow-up report on that date. Additionally, the position will be posted, with the outcome expected by January 21, 2025.
- 2) The Human Resources Director distributed the Employee Satisfaction Survey, which will remain open for staff participation until January 20th.
- 3) The second City Council meeting in January is scheduled for Tuesday, January 21st, due to the third Monday of the month being a holiday.
- 4) The special primary election to fill the vacancy for the First Congressional District vacated by Representative Gaetz will take place on Tuesday, January 28th. Early voting will be held at the Destin Community Center from Saturday, January 18th through Saturday, January 5th, from 10 a.m. to 6 p.m.

5. PUBLIC HEARINGS

- A. Second Reading of Ordinance 24-20-LC – Amending Article 2 "Administration" and Article 20 "Building Regulations" of the Land Development Code (LDC) to remove provisions related to construction permits, building permits, inspections, certificates of occupancy, and Fire District reviews from the LDC.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve Ordinance 24-20-LC on second reading passed 6-0.

- B. Second reading of Ordinance 24-21-CC – Amending Chapter 6 of the Code of Ordinances "Buildings and Building Regulations" to address construction permits, building permits, inspections, certificates of occupancy, and Fire District reviews within the Code of Ordinances.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve Ordinance 24-21-CC on second reading passed 6-0.

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

- A. Councilmember Braden
- B. Councilmember Trammell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Geile
 - 1) Projects Status / Updates
- G. Councilmember Schmidt
 - 1) TDC December Meeting Update
- H. Mayor Wagner
- I. City Attorney
 - 1. City Manager Contract

Councilmember Bagby moved to approve the City Manager contract as presented; seconded by councilmember Hebert. Motion passed 6-0.

- 2. Proposed Settlement Agreement with Destin Fishing Fleet

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve the proposed settlement agreement with the Destin Fishing Fleet, as presented, passed 4-1, with Councilmember Bagby dissenting. Councilmember Destin abstained from voting.

- 3) Resolution 25-01 Financial Institution Signature Authority

Councilmember Trammell moved to adopt Resolution 25-01, seconded by Councilmember Hebert. Motion passed 6-0.

7. PUBLIC COMMENTS

8. ADJOURN: 8:30 PM