



**CITY OF MADEIRA BEACH, FLORIDA - REQUEST FOR PROPOSALS (“RFP”)  
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2019  
(Not to Exceed \$15,100,000)  
RFP DATED: May 23, 2019**

The City of Madeira Beach, Florida (“City”) is seeking proposals to provide a fixed rate, non-bank qualified, tax-exempt term loan at the lowest overall borrowing cost, pursuant to certain conditions as determined by the City, in a principal amount not to exceed \$15,100,000. The City’s Capital Improvement Revenue Bond, Series 2019 (the “2019 Bond”) will be a direct loan and the City is not preparing any disclosure documents. The Lender will be selected based on overall borrowing cost and terms most favorable to the City, based on the City’s sole discretion.

A tentative calendar for the review of responses is as follows:

May 23, 2019	RFP circulated
June 6, 2019	Questions related to RFP due
<b>June 11, 2019</b>	<b>Responses due (1:00 p.m. ET)</b>
June 19, 2019	City staff reviews responses and selects Lender for approval
July 9, 2019	City Council Meeting – Approval of 2019 Bond and Lender
July 11, 2019	Tentative Closing Date (subject to change)

***SUBMISSION REQUIREMENTS:***

Each proposal shall include the interest rate, prepayment provisions, fees, financial reporting requirements, default rate, and other terms/conditions. **No later than 1:00 p.m. eastern time on June 11, 2019**, an electronic copy of each proposal must be emailed to **Walt Pierce** at ([wpierce@madeirabeachfl.org](mailto:wpierce@madeirabeachfl.org)) at the City with a copy to **Nicklas Rocca** ([roccan@pfm.com](mailto:roccan@pfm.com)) and **J.P. Jakes** ([jakesj@pfm.com](mailto:jakesj@pfm.com)) at PFM Financial Advisors LLC (“PFM”).

Any inquiries or requests for clarification or additional information shall be submitted in writing to the City’s Financial Advisor **Nicklas Rocca** ([roccan@pfm.com](mailto:roccan@pfm.com)) and **J.P. Jakes** ([jakesj@pfm.com](mailto:jakesj@pfm.com)) no later than June 6, 2019.

1. **Term:** The 2019 Bond shall have a stated maturity of either approximately 15 or 20 years, as shown in the preliminary loan amortization schedules in **Exhibit A**. Proposers will have the option to provide interest rate quotes for either of the amortization schedule options, or both. The City will select one of these options depending on the bids received and what it decides, at its sole discretion, is the best option for the City.
2. **Purpose:** The 2019 Bond proceeds will be used to (i) finance roadway and stormwater improvements including the redesign and reconstruction of all roadways on Crystal Island, improvements to the aging infrastructure on Parsley/Marguerite Drive, improvements to John’s Pass Village and surrounding areas, and (ii) pay for the related 2019 Bond costs of issuance.
3. **Principal Payments:** The principal related to the 2019 Bond shall be fully amortized over the term of the loan as set forth in **Exhibit A**.

4. Interest Rate: Interest on the 2019 Bond shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semiannually on May 1 and November 1, commencing on November 1, 2019.
5. Drawdown Option: While not required, the City is interested in receiving proposals that allow the City to draw funds down over a period of up to 18 months. **Please specify in your submission if the City would be allowed to draw funds down, and if there is a minimum amount that must be drawn at closing.**
6. Prepayment Options: Describe any prepayment options available to the City. If a prepayment penalty is required, state the terms of the penalty. The City requests proposals include an option for prepayment without a penalty.
7. Security: Debt Service on the 2019 Bond will be secured by a covenant to budget and appropriate pledge from all legally available non-ad valorem revenues of the City not derived from ad valorem taxation and which are lawfully available to be used to pay debt service on amounts due under the 2019 Bond (referred to as a "CBA"). The City's Stormwater System Revenue Bond, Series 2015 (as a backup source of security) and Capital Improvement Capital Improvement Refunding Revenue Bond, Series 2018 also contain CBAs (summarized in **Exhibit B**).
8. Interest To Be Tax-Exempt: The City will enter into such covenants as necessary in the opinion of Bond Counsel to ensure compliance by the City with the Internal Revenue Code of 1986, as amended ("Code"), and to qualify interest on the 2019 Bond for exclusion from gross income for federal income tax purposes as set forth in the opinion of Bond Counsel. The City will not accept any offer with capital adequacy or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision the City will consider is one imposed by final judgment of the IRS and due from the holder which results solely from the City's actions or inactions.
9. Loan Documents: All loan documents shall be prepared by Bryant Miller Olive P.A., Bond Counsel for the City, who shall provide the Lender and its Counsel with drafts thereof for review and comment at least one week prior to loan closing. PFM will serve in the sole capacity as financial advisor to the City and not as a placement agent for the 2019 Bond.
10. Closing: It is anticipated that closing for the 2019 Bond shall occur on or around July 11, 2019. Closing shall occur at a time and place mutually acceptable to the City and the Lender.
11. Costs and Fees: The City shall pay all costs relating to financing, preparing and printing the loan documents, and filing all required financing statements. The City shall also pay the Lender's reasonable Bank Counsel Fees.
12. Rejection of Proposals/Negotiations: THE CITY EXPRESSLY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSALS AND THEREAFTER TO NEGOTIATE WITH ANY PROPOSER. AS PERMITTED BY LAW, THE CITY RESERVES THE RIGHT TO WAIVE ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE BASIS FOR

ACCEPTANCE OF ANY PROPOSAL SHALL BE THAT WHICH IS IN THE BEST INTEREST OF THE CITY AS DETERMINED SOLELY BY THE CITY. THE CITY ALSO RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS WITH ANY PROPOSERS.

13. Instructions to Proposers:

- A. Proposers shall thoroughly examine and be familiar with the proposal specifications. Failure of any proposer to receive or examine this document shall in no way relieve any proposer of obligations pertaining to this RFP or the subsequent contract.
- B. Any changes or modifications to the proposal specifications can result in the rejection of the proposal as not being responsive to this RFP.
- C. The responsibility for delivering the proposal on or before the specified date and time will be solely and strictly the responsibility of the proposer. The City will in no way be responsible for delays.
- D. The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered.
- E. Proposers will not be allowed to withdraw or modify their proposals without approval by the City for a period of sixty (60) days after the opening time and date.
- F. The City reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this contract.
- G. Federal, state, City, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- H. No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.
- I. Changes to the RFP may be made by and at the sole discretion of the City.
- J. Warranties - The proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
- K. The proposer acknowledges it has a present intent to hold the 2019 Bond subject to this transaction to maturity, earlier redemption, mandatory tender, or for its loan portfolio, and has no present intention of reselling or otherwise disposing of all or a part of such 2019 Bond. Acknowledges that PFM Financial Advisors LLC ("Municipal Advisor") is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and Municipal Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the City pursuant to MSRB Rule G-34 for the 2019 Bond.
- L. Collusion - The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with

any previous firms or corporations offering a Proposal for the same items, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

- M. Discrimination - Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- N. Amendment - The City reserves the right to amend or modify this RFP via email.

**Exhibit A**  
**Preliminary Loan Amortization Schedule\***

<b>15 Year</b>		<b>20 Year</b>	
Date	Principal	Date	Principal
11/1/2020	\$791,000	11/1/2020	\$523,000
11/1/2021	818,000	11/1/2021	543,000
11/1/2022	845,000	11/1/2022	562,000
11/1/2023	872,000	11/1/2023	583,000
11/1/2024	901,000	11/1/2024	604,000
11/1/2025	931,000	11/1/2025	626,000
11/1/2026	962,000	11/1/2026	649,000
11/1/2027	994,000	11/1/2027	673,000
11/1/2028	1,026,000	11/1/2028	698,000
11/1/2029	1,060,000	11/1/2029	723,000
11/1/2030	1,095,000	11/1/2030	750,000
11/1/2031	1,132,000	11/1/2031	777,000
11/1/2032	1,169,000	11/1/2032	806,000
11/1/2033	1,207,000	11/1/2033	836,000
11/1/2034	1,247,000	11/1/2034	866,000
	<u>\$15,050,000</u>	11/1/2035	898,000
		11/1/2036	931,000
		11/1/2037	965,000
		11/1/2038	1,000,000
		11/1/2039	1,037,000
			<u>\$15,050,000</u>

\*Final amortization shall be set when the actual interest rate has been determined. The City reserves the right to amend the amortization schedule and size of the 2019 Bond (within the not to exceed amount). Final maturity of the 2019 Bond shall not be later than November 1, 2039.

**Exhibit B**

**City of Madeira Beach, FL - Summary of Outstanding Long-Term Debt**

FY	Capital Improvement Revenue Bonds, Series 2013			Stormwater System Revenue Bond, Series 2015			Infrastructure Sales Surtax Revenue Note, Series 2016			Capital Improvement Refunding Revenue Bond, Series 2018			Total		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2019	\$100,000	\$197,613	\$297,613	\$362,000	\$137,866	\$499,866	\$195,000	\$3,888	\$198,888	\$312,000	\$32,048	\$344,048	\$969,000	\$371,413	\$1,340,413
2020	100,000	194,613	294,613	371,000	128,373	499,373	98,000	779	98,779	318,000	26,845	344,845	887,000	350,610	1,237,610
2021	105,000	191,538	296,538	381,000	118,635	499,635				328,000	16,348	344,348	814,000	326,520	1,140,520
2022	110,000	188,244	298,244	390,000	108,651	498,651				339,000	5,509	344,509	839,000	302,403	1,141,403
2023	110,000	184,738	294,738	400,000	98,420	498,420							510,000	283,158	793,158
2024	115,000	180,938	295,938	411,000	87,918	498,918							526,000	268,855	794,855
2025	120,000	176,525	296,525	421,000	77,143	498,143							541,000	253,668	794,668
2026	125,000	171,625	296,625	432,000	66,097	498,097							557,000	237,722	794,722
2027	130,000	166,525	296,525	444,000	54,753	498,753							574,000	221,278	795,278
2028	135,000	161,225	296,225	455,000	43,111	498,111							590,000	204,336	794,336
2029	140,000	155,375	295,375	467,000	31,171	498,171							607,000	186,546	793,546
2030	145,000	148,963	293,963	479,000	18,920	497,920							624,000	167,882	791,882
2031	150,000	142,325	292,325	491,000	6,358	497,358							641,000	148,683	789,683
2032	160,000	135,350	295,350										160,000	135,350	295,350
2033	165,000	127,625	292,625										165,000	127,625	292,625
2034	175,000	119,125	294,125										175,000	119,125	294,125
2035	185,000	110,125	295,125										185,000	110,125	295,125
2036	190,000	100,750	290,750										190,000	100,750	290,750
2037	200,000	91,000	291,000										200,000	91,000	291,000
2038	210,000	80,750	290,750										210,000	80,750	290,750
2039	220,000	70,000	290,000										220,000	70,000	290,000
2040	235,000	58,625	293,625										235,000	58,625	293,625
2041	245,000	46,625	291,625										245,000	46,625	291,625
2042	255,000	34,125	289,125										255,000	34,125	289,125
2043	270,000	21,000	291,000										270,000	21,000	291,000
2044	285,000	7,125	292,125										285,000	7,125	292,125
<b>Total</b>	<b>\$4,380,000</b>	<b>\$3,262,469</b>	<b>\$7,642,469</b>	<b>\$5,504,000</b>	<b>\$977,414</b>	<b>\$6,481,414</b>	<b>\$293,000</b>	<b>\$4,667</b>	<b>\$297,667</b>	<b>\$1,297,000</b>	<b>\$80,749</b>	<b>\$1,377,749</b>	<b>\$11,474,000</b>	<b>\$4,325,298</b>	<b>\$15,799,298</b>
Security	Public Service Tax, Half-Cent Sales Tax, Franchise Fees and Guaranteed Entitlement Revenues			Stormwater Gross Revenues and backup CB&A Non-Ad Valorem Revenues			Local Infrastructure Sales Surtax (Penny for Pinellas Local Option Sales Tax)			CB&A Non-Ad Valorem Revenues					