

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 5, 2018
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Respect*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PUBLIC HEARINGS FOR FISCAL YEAR 2019 MILLAGE RATE AND BUDGET:

- A. First Reading of Ordinance 18-18-CN, Adopting Fiscal Year 2019 Millage Rate
- B. First Reading of Ordinance 18-19-CN, Adopting the Fiscal Year 2019 Budget

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 26, 2018 special city council meeting
- B. Approval of minutes of August 13, 2018 Budget Workshop

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

- A. Proclamation - Recognition of Beach Safety Lifeguards
- B. Pedestrian Traffic Management Solution - Mr. Stephen Deranian
- C. Helicopters and Tourism in Destin - Mr. Rick Chappell

PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under number 5)

4. CITY MANAGER REPORTS

- A. Membership appointment to the Destin Youth Council
- B. Announcement for Public Meeting with interested parties for Structured Parking Solutions
- C. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance Number 18-14-CC Relating to Prohibiting Gambling within the Destin City Limits.
- B. Second reading of Ordinance No. 18-16-LC, Vested Rights Process

6. *CONSENT AGENDA (No public comments)

- A. Contract Extension with H&T Contractors, LLC for Miscellaneous Asphalt Continuing Services
- B. Contract Extension with S.H. Hayes Enterprises, LLC for Miscellaneous Concrete Continuing Services
- C. Contract Extension with The Emerald Group of Florida, Inc. dba Gulf Coast Electric for Miscellaneous Electrical Continuing Services
- D. Contract Extension with RONCO Electric Service, LLC for Miscellaneous Generator Continuing Services
- E. Reimbursement for Councilmember Prebble Ramswell for expenses incurred while attending the Florida League of Cities Annual Conference on August 15-19, 2018 at Hollywood, Florida
- F. Reimbursement for Councilmember Skip Overdier for expenses incurred while attending the Florida League of Cities Annual Conference on August 15-19, 2018 at Hollywood, Florida
- G. Contract Extension with Florida Septic & Sewer Service, Inc. for Miscellaneous Stormwater Continuing Services
- H. Contract Extension with Porter Roofing Contractors, Inc. for Miscellaneous Roofing Services.
- I. Contract Extension with Florida Pest Control & Chemical Company for Miscellaneous Pest Control Continuing Services
- J. Contract Extension with Emerald Coast Striping dba Coastline Striping, Inc. for Miscellaneous Road Striping Continuing Services.
- K. Contract Extension with Advance Protective Technologies for Miscellaneous Alarm/Fire Safety Continuing Services
- L. Contract Extension with S.H. Hayes Enterprises, LLC for Miscellaneous Fencing Continuing Services
- M. Contract Extension with Gulf Coast Environmental Contractors, Inc. for Miscellaneous ROW/Median Landscape Maintenance Continuing Services
- N. Destin Fishing Rodeo Trailer Temporary Placement
- O. 2018 Destin Seafood Festival Co-Sponsorship

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
 - 1) Proposed Gulf Power Franchise Agreement

G. Councilmember Morgan

1) Beach issues and code enforcement

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Request direction from the City Council regarding inconsistency between the Destin Comprehensive Plan and Land Development Code zoning district

J. City Attorney

1) Preliminary Draft of Purchase Option Resolution - Gulf Power franchise agreement

8. ADJOURN

All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately.

****To be placed on the Agenda under scheduled presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting by completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.**

****** 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.***

If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

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.

Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

Please visit our agenda center on the city website at www.cityofdestin.com/agendas

ORDINANCE 18-18-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin of Okaloosa County, Florida, will adopt Fiscal Year 2019 Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Destin of Okaloosa County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Destin has been certified by the Okaloosa County Property Appraiser to the City of Destin as \$5,035,622,039.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. The FY 2019 operating millage rate for the City of Destin is 1.6150 mills which is more than the rolled back rate of 1.5520 mills by 4.06%.
2. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS 17th DAY OF SEPTEMBER 2018.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing
Has been reviewed and approved by the City
Attorney.

Rey Bailey, City Clerk

Jeff Burns, City Attorney

First Reading: September 05, 2018

Second Reading: September 17, 2018



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
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DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2018	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$ 4,939,580,947	(1)
2.	Current year taxable value of personal property for operating purposes	\$ 96,041,092	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$ 0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$ 5,035,622,039	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$ 73,408,910	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$ 4,962,213,129	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$ 4,731,978,391	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 2 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0 (9)
Property Appraiser Certification SIGN HERE Signature of Property Appraiser: Electronically Certified by Property Appraiser I certify the taxable values above are correct to the best of my knowledge. Date : 6/18/2018 1:11 PM			

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.			
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	1.6150 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$ 7,642,145	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$ 479,889	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$ 7,162,256	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$ 347,294,052	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$ 4,614,919,077	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	1.5520 per \$1000	(16)
17.	Current year proposed operating millage rate	1.6150 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$ 8,132,530	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP HERE - SIGN AND SUBMIT				
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	7,162,256	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	1.5520	per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	7,815,285	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	8,132,530	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	1.6150	per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		4.06 %	(27)
First public budget hearing		Date :	Time :	Place :
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	CARISSE LeJEUNE CITY MANAGER		BRAGG FARMER, FINANCE DIRECTOR	
	Mailing Address :		Physical Address :	
4200 INDIAN BAYOU TRAIL		4200 INDIAN BAYOU TRAIL		
City, State, Zip :		Phone Number :	Fax Number :	
DESTIN, FL 32541		850.337.3146	850.269.9890	



MAXIMUM MILLAGE LEVY CALCULATION **PRELIMINARY DISCLOSURE** For municipal governments, counties, and special districts

Reset Form

Print Form

DR-420MM-P
 R. 5/12
 Rule 12D-16.002
 Florida Administrative Code
 Effective 11/12

Year: 2018		County: OKALOOSA	
Principal Authority: CITY OF DESTIN		Taxing Authority: CITY OF DESTIN	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.5520	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2016 Form DR-420MM, Line 13	3.8835	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.6150	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 4,731,978,391	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 18,376,638	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 479,889	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 17,896,749	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 4,614,919,077	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	3.8780	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	3.8780	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0311	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	3.9986	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	4.3985	per \$1,000 (14)
15.	Current year proposed millage rate	1.6150	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one) (16)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	3.9986	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 5,035,622,039	(18)

Taxing Authority : CITY OF DESTIN		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes (<i>Line 15 multiplied by Line 18, divided by 1,000</i>)	\$ 8,132,530	(19)
20.	Total taxes levied at the maximum millage rate (<i>Line 17 multiplied by Line 18, divided by 1,000</i>)	\$ 20,135,438	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (<i>The sum of all Lines 19 from each district's Form DR-420MM-P</i>)	\$ 0	(21)
22.	Total current year proposed taxes (<i>Line 19 plus Line 21</i>)	\$ 8,132,530	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (<i>The sum of all Lines 20 from each district's Form DR-420MM-P</i>)	\$ 0	(23)
24.	Total taxes at maximum millage rate (<i>Line 20 plus Line 23</i>)	\$ 20,135,438	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : CARISSE LeJEUNE CITY MANAGER	Contact Name and Contact Title : BRAGG FARMER, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.


[Reset Form](#)
[Print Form](#)

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2018	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN
Community Redevelopment Area : Destin Town Center (DR)	Base Year : 1998

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	248,023,051	(1)
2.	Base year taxable value in the tax increment area	\$	94,996,840	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	153,026,211	(3)
4.	Prior year Final taxable value in the tax increment area	\$	231,006,246	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	136,009,406	(5)

SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/18/2018 1:11 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	100.00	%	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$	153,026,211	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	209,051	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000	per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

SIGN HERE	Taxing Authority Certification		I certify the calculations, millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title : CARISSE LeJEUNE CITY MANAGER		Contact Name and Contact Title : BRAGG FARMER, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146	Fax Number : 850.269.9890


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DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2018	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN
Community Redevelopment Area : Destin Harbor (DH)	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	390,518,402	(1)
2.	Base year taxable value in the tax increment area	\$	196,250,561	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	194,267,841	(3)
4.	Prior year Final taxable value in the tax increment area	\$	372,655,034	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	176,404,473	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	6/18/2018 1:11 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$	194,267,841	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	270,838	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : CARISSE LeJEUNE CITY MANAGER		Contact Name and Contact Title : BRAGG FARMER, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146	Fax Number : 850.269.9890

ORDINANCE 18-19-CN

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is coming to the end of its fiscal year and will begin a new fiscal year on October 1, 2018; and

WHEREAS, it is necessary and required that prior to beginning a new fiscal year a budget should be passed and adopted for the operation of the City government; and

WHEREAS, the City Council has held workshops and the required public hearings on a budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, there is established a tax at the rate of 1.6150 mils on property assessed as of January 1, 2018 for the purpose of raising revenue for General Fund Operations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. That the document entitled "City of Destin 2019 Budget" totals \$21,122,793 for all funds reported, a copy which is attached hereto and made a part hereof by reference, is adopted.
2. This budget represents a 19.7% increase from the FY2018 budget.
3. The budget is being presented as a balanced budget whereby there are sufficient revenues to offset all expenditures.
4. All budget appropriations are based upon the total expenditures even though the budget has been prepared based on line item appropriations.
5. Appropriations may be transferred within departmental budgets by a budget transfer with the approval of the City Manager. This action will not change the total dollar amount of the budget.
6. The City Council during Fiscal Year 2019 may, by Resolution, make any amendments to the Budget adopted by this Ordinance, as it may deem necessary and proper.
7. All Budget Amendments requesting additional expenditures must also identify the corresponding funding source.
8. Projects that were not completed during FY2018 will be carried forward and shown as an amendment to the FY2019 budget as adopted by this ordinance.
9. This ordinance shall become effective on October 1, 2018.

ADOPTED THIS 17th DAY OF SEPTEMBER 2018.

By: _____

Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has
Been reviewed and approved by the City Attorney.

Rey Bailey, City Clerk

Jeff Burns, City Attorney.

First Reading: September 05, 2018

Second Reading: September 17, 2018

City of Destin
General Fund Budget Comparison
FY 2019

Account	Number	Uniform Accounting Category	Monitor	2017 Actual	2018 Revised	2018 Approved	2019 Proposed	Difference	% Change
		Legislative - City Council Operations							
0151110	CC-01-18	Legislative (City Council)	Bailey	\$143,238	\$98,009	\$95,951	\$108,675	\$12,724	13.26%
		Executive - City Manager's Office							
0151212	CM-01-18	Executive (City Manager)	CM	\$349,063	\$420,179	\$511,737	\$519,360	\$7,623	1.49%
0151430	LS-01-18	Legal Counsel (Legal Services)	CM	\$231,972	\$261,000	\$261,000	\$407,200	\$146,200	56.02%
0152140	PST-01-18	Public Safety (Crossing Guard/Sheriff)	CM	\$1,997,873	\$2,086,939	\$2,086,939	\$2,272,057	\$185,118	8.87%
0155271	TE-01-18	Eco.Dev. (Tourism & Ec Dev)	CM	\$15,709	\$13,500	\$13,500	\$13,500	\$0	0.00%
0156272	HS-01-18	Human Services (Health) Services)	CM	\$56,571	\$61,975	\$61,975	\$62,020	\$45	0.07%
0156473	HU-01-18	Human Services (Human Services)	CM	\$50,716	\$0	\$0	\$0	\$0	0.00%
0151932	IT-01-18	Fin. & Adm. (IT & Communications)	Warren	\$536,573	\$612,947	\$521,389	\$527,184	\$5,795	1.11%
0151321	HR-01-18	Fin. & Adm. (HR & Risk Mgmt)	Jankowski	\$364,737	\$420,627	\$420,627	\$429,453	\$8,826	2.10%
0152543	EM-01-18	Public Safety (Emergency Mgmt Ops)	Schmidt	\$2,103	\$12,525	\$12,525	\$12,025	(\$500)	-3.99%
0153943	GF-01-18	Severe Weather Related Expenses	Campbell	\$0	\$0	\$0	\$0	\$0	0.00%
		City Clerk's Office							
0151215	CLK-01-18	Executive (City Clerk Operations)	Bailey	\$190,133	\$230,580	\$226,218	\$236,176	\$9,958	4.40%
0151322	AS-01-18	Fin. & Adm. (Admin Services)	Bailey	\$88,406	\$94,900	\$94,900	\$88,100	(\$6,800)	-7.17%
		Finance Office							
0151320	FIN-01-18	Fin. & Adm. (Ops)	Farmer	\$260,608	\$275,397	\$275,397	\$296,634	\$21,237	7.71%
		Planning & Development							
0151531	CD-01-18	Comprehensive Planning (Comm Dev Ops)	open	\$424,157	\$596,480	\$546,590	\$576,875	\$30,285	5.54%
0152441	BLD-01-18	Public Safety (Bld Inspections Ops)	open	\$389,743	\$465,769	\$465,769	\$430,495	(\$35,274)	-7.57%
0152442	CE-01-18	Public Safety (Code Enforcement Ops)	open	\$221,112	\$386,673	\$386,673	\$357,436	(\$29,237)	-7.56%
0153951	PE-01-18	Phys.Env. (Physical Envrn Ops)	open	\$5,062	\$32,140	\$30,230	\$31,350	\$1,120	3.70%
0154970	HM-01-18	Transportation (Harbor Mgmt Ops)	open	\$49,600	\$0	\$0	\$0	\$0	0.00%
		Transportation & Public Works							
0154160	PS-01-18	Transportation (Public Services Ops)	Campbell	\$1,839,445	\$1,718,984	\$1,691,254	\$1,981,815	\$290,561	17.18%
0151324	FM-01-18	Fin. & Admin. (Facilities Maint Ops)	Campbell	\$280,956	\$344,205	\$326,245	\$364,901	\$38,656	11.85%
0153950	CT-01-18	Phys.Env. (Cemetery Maint Ops)	Johnson	\$2,098	\$11,560	\$11,560	\$21,060	\$9,500	82.18%
0157283	PK-01-18	Culture & Rec. (Parks Maint Ops)	Johnson	\$362,777	\$498,760	\$498,760	\$511,160	\$12,400	2.49%
0154183	MM-01-18	Median Maintenance (Parks Median Maint)	Johnson	\$155,933	\$218,557	\$218,557	\$218,557	\$0	0.00%
0154400	TS-01-18	Transportation (Transit System)	Campbell	\$0	\$0	\$0	\$0	\$0	0.00%
0151763	VL-01-18	Vehicle Lease Debt Service (Sweeper)	Farmer	\$61,854	\$25,796	\$25,796	\$25,797	\$1	0.00%
0151764	VL-01-18	Vehicle Lease Debt Service (Mower)	Farmer	\$10,050	\$36,058	\$36,058	\$77,567	\$41,509	115.12%
0154161	ENG-01-18	Transportation (Eng Office Operations)	Campbell	\$49,600	\$44,880	\$42,075	\$42,075	\$0	0.00%
		Culture and Recreation							
0157180	LIB-01-18	Culture & Rec. (Library Operations)		\$440,950	\$472,754	\$455,862	\$608,580	\$152,718	33.50%
0157233	REC-01-18	Culture & Rec. (Leonard Destin Park)	Johnson	\$0	\$83,236	\$83,236	\$41,726	(\$41,510)	-49.87%
0157284	SC-01-18	Culture & Rec. (Morgan Sports Center)	Johnson	\$399,366	\$687,316	\$686,731	\$731,672	\$44,941	6.54%
0157285	REC-01-18	Culture & Rec. (Recreation Operations)	Johnson	\$223,501	\$341,504	\$334,911	\$298,025	(\$36,886)	-11.01%
0157291	BCH-01-18	Culture & Rec. (Beach Operations)	Johnson	\$218,925	\$520,625	\$520,625	\$454,526	(\$66,099)	-12.70%
0157587	CN-01-18	Culture & Rec. (Community Center Ops)	Firth	\$478,949	\$641,190	\$641,190	\$681,817	\$40,627	6.34%
0157486	SE-01-18	Special Events (Special Annual Activities)	Johnson	\$38,045	\$54,150	\$54,150	\$57,150	\$3,000	5.54%
		TOTAL OPS & MAINT EXPENSES:		\$9,939,825	\$11,769,215	\$11,638,430	\$12,484,968	\$846,538	7.27%
0151720	DS-01-18	Debt Service - GF 2015A	Farmer	\$460,893	\$457,154	\$457,154	\$458,211	\$1,057	0.23%
		TOTAL GENERAL FUND REVENUES:		\$14,466,084	\$12,218,592	\$12,320,592	\$13,586,612	\$1,266,019	10.28%
		NET EXCESS for General Fund CIP & RR GRANT, PARTNERSHIP, IMPACT Rev		\$4,065,366	\$-7,777	\$225,008	\$643,433	\$418,424	185.96%
				\$1,648,569	\$3,478,704	\$3,478,704	\$6,342,653	\$2,863,949	82.33%
0158188	GF-01-18	Gas Tax Transfer Out to MYF	Farmer	\$670,161	\$654,000	\$654,000	\$703,000	\$49,000	7.49%
0158188	GF-01-18	Advance to the Towncenter CRA	Farmer	\$161,431	\$130,015	\$130,015	\$69,185	(\$60,830)	-46.79%
0158090	GF-01-18	Renewal & Replacement (GF)	Farmer	\$60,000	\$60,000	\$60,000	\$60,000	\$0	0.00%
		Dredging @ East Pass/Joe's Bayou	Farmer	\$80,000	\$80,000	\$80,000	\$30,000	(\$50,000)	-62.50%
		Capital Improvement Plan (GF)	Farmer	\$769,663	\$375,000	\$375,000	\$272,500	(\$102,500)	-27.33%
		Capital Impr. Plan Grants, Partnership, Impact	Farmer	\$3,865,698	\$2,304,698	\$2,404,698	\$5,101,401	\$2,696,703	112.14%
		Refund of Crosswalk Funding	Farmer	\$0	\$0	\$0	\$750,000	\$750,000	100.00%
		GF Operations Plus R&R Plus Capital		\$11,471,812	\$12,871,384	\$12,740,599	\$14,124,864		
		Variance from Projected Revenue		\$106,982	(\$132,786)	(\$1)	(\$0)		
		as of 07/25/2018		0.66%	-0.85%	0.00%	0.00%		

08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY



P 1
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FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
01300 REVENUE						
31 TAXES						
01300 311100 CUR TAXES	-6,452,265.00	-6,771,458.00	-7,193,067.00	-7,193,067.00	-7,193,067.00	.00
01300 311200 DEL TAXES	-10,000.00	-10,000.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 312400 LOCAL OPT	-467,347.00	-450,500.00	.00	-485,979.00	-485,979.00	.00
01300 312420 LOC TAX 3%	-210,992.00	-203,500.00	-203,500.00	-217,021.00	-217,021.00	.00
01300 316000 LBTR	-140,000.00	-140,000.00	-160,000.00	-160,000.00	-160,000.00	.00
01300 316100 FL LBTR	-200.00	-500.00	-500.00	-500.00	-500.00	.00
01300 316200 CONT REG	-20,000.00	-1,500.00	-1,600.00	-1,600.00	-1,600.00	.00
01300 316300 DELQ LBTR	-3,000.00	-2,000.00	-1,000.00	-1,000.00	-1,000.00	.00
01300 319100 TAX INT	-15,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
32 TOTAL TAXES	-7,318,804.00	-7,594,458.00	-7,584,667.00	-8,084,167.00	-8,084,167.00	.00
32 PERMITS, FEES, ASMNTS						
01300 322000 PLAN REVIE	-750.00	-750.00	-500.00	-500.00	-500.00	.00
01300 322100 BLDG PERMT	-375,000.00	-375,000.00	-410,000.00	-410,000.00	-410,000.00	.00
01300 322200 RADON	-1,000.00	-1,000.00	-1,100.00	-1,100.00	-1,100.00	.00
01300 322300 DPR	-1,000.00	-1,000.00	-1,100.00	-1,100.00	-1,100.00	.00
01300 323100 ELEC FRAN	-1,700,000.00	-1,700,000.00	-1,700,000.00	-1,700,000.00	-1,700,000.00	.00
01300 323400 GAS FRAN	-185,000.00	-160,000.00	-185,000.00	-185,000.00	-185,000.00	.00
01300 323700 WASTE FRAN	-35,000.00	-35,500.00	-36,000.00	-36,000.00	-36,000.00	.00
01300 325100 MITIGATION	.00	.00	.00	.00	.00	.00
01300 329000 PKG FEES	.00	.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 329100 ROW PERMIT	-6,000.00	-10,000.00	-39,750.00	-39,750.00	-39,750.00	.00
01300 329200 RNTL REG	-162,500.00	-150,000.00	-210,000.00	-210,000.00	-210,000.00	.00
01300 329300 LIVERY VES	.00	-11,250.00	-30,000.00	-30,000.00	-30,000.00	.00
01300 329400 BCH VNDR	.00	-1,875.00	-2,700.00	-2,700.00	-2,700.00	.00
33 TOTAL PERMITS, FEES, ASMNTS	-2,466,250.00	-2,446,375.00	-2,626,150.00	-2,626,150.00	-2,626,150.00	.00
33 INTERGOVERNMENTAL RE						
01300 331200 FED-PS	.00	.00	.00	.00	.00	.00
01300 331300 FED-PHY EN	.00	.00	.00	.00	.00	.00
01300 331490 CD85F FED GRNT	-1,800,000.00	.00	.00	.00	.00	.00
01300 331500 FEMA	.00	.00	.00	.00	.00	.00
01300 331500 DUNE FEMA	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

2
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PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL	
01300	331500 EM416 FEMA	.00	.00	.00	.00	.00	.00	.00
01300	331500 EM426 FEMA	.00	.00	.00	.00	.00	.00	.00
01300	334100 ST GRANT	.00	-310,000.00	-83,236.00	-41,726.00	-41,726.00	.00	.00
01300	334100 EM416 ST GRANT	.00	-83,236.00	.00	.00	.00	.00	.00
01300	334100 EM426 ST GRANT	.00	.00	.00	.00	.00	.00	.00
01300	334100 GR801 ST GRANT	.00	.00	.00	.00	.00	.00	.00
01300	334300 EM417 ST GRANT	.00	.00	.00	.00	.00	.00	.00
01300	334390 DEP	.00	.00	-750,000.00	-750,000.00	-750,000.00	.00	.00
01300	334390 EM414 BCH RESTR	.00	.00	.00	.00	.00	.00	.00
01300	334390 PE41 REEF	.00	.00	.00	.00	.00	.00	.00
01300	334390 PE901 ST GRANTS	.00	.00	.00	.00	.00	.00	.00
01300	334490 MEDIAN	-30,544.00	-30,544.00	-30,544.00	-30,544.00	-30,544.00	.00	.00
01300	334490 CD85H FDOT	.00	.00	.00	.00	.00	.00	.00
01300	334491 ST-TRANS	-68,000.00	-42,000.00	.00	-2,804,953.00	-2,804,953.00	.00	.00
01300	334492 TR SIG/LGT	-77,739.00	-77,739.00	-79,676.00	-79,676.00	-79,676.00	.00	.00
01300	334500 ST OTHER	.00	.00	.00	.00	.00	.00	.00
01300	334700 RC466 GRANT/PARK	.00	.00	.00	.00	.00	.00	.00
01300	334700 RC625 GRANT/PARK	.00	.00	.00	.00	.00	.00	.00
01300	334710 LBRY GRNT	.00	.00	.00	.00	.00	.00	.00
01300	335122 MUNI SHARE	-373,312.00	-383,500.00	-383,500.00	-400,499.00	-400,499.00	.00	.00
01300	335140 MOBILE HOM	-1,000.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	.00	.00
01300	335150 ALC/BEV	-55,000.00	-55,000.00	-55,000.00	-55,000.00	-55,000.00	.00	.00
01300	335191 USER DECAL	.00	.00	.00	.00	.00	.00	.00
01300	335192 ALT DECAL	.00	.00	.00	.00	.00	.00	.00
01300	337100 COUNTY	-1,946,448.00	-1,946,448.00	-1,946,448.00	-1,946,448.00	-1,946,448.00	.00	.00
01300	337110 OTHER	.00	.00	.00	.00	.00	.00	.00
01300	337300 PRNTR/LCL	-51,250.00	-6,250.00	.00	-5,000.00	-5,000.00	.00	.00
01300	337300 EM414 LCL GRANT	.00	.00	.00	.00	.00	.00	.00
01300	337300 EM417 PARTNERSHP	.00	.00	.00	.00	.00	.00	.00
01300	337400 CD85H PRNTRSH	.00	.00	.00	.00	.00	.00	.00
01300	337700 BIF	.00	.00	.00	.00	.00	.00	.00
01300	337710 BCH O&M	-370,596.00	-409,390.00	-409,390.00	-427,146.00	-427,146.00	.00	.00
01300	337711 BCH CIP	.00	-27,380.00	-27,380.00	-27,380.00	-27,380.00	.00	.00
01300	338000 CO OCC LIC	-15,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00	.00
01300	338001 LIB COOP	-54,000.00	-54,000.00	-54,000.00	-54,000.00	-54,000.00	.00	.00
01300	338002 COOP PGM	.00	.00	.00	.00	.00	.00	.00
01300	338500 PE427 PARTNERSHP	.00	.00	.00	.00	.00	.00	.00
TOTAL INTERGOVERNMENTAL RE		-4,842,889.00	-3,441,487.00	-3,835,174.00	-6,633,372.00	-6,638,372.00	.00	.00
CHARGES FOR SERVICES								
34								
01300	341900 OTHER	-150.00	-300.00	-300.00	-300.00	-300.00	.00	.00
01300	341910 ZONING	-95,000.00	-95,000.00	-120,000.00	-120,000.00	-120,000.00	.00	.00

08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

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P 3
bgnyrpts

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
01300 341911	.00	.00	.00	.00	.00	.00
01300 341920	.00	.00	.00	.00	.00	.00
01300 341930	.00	-350.00	.00	.00	.00	.00
01300 341940	-1,500.00	-1,500.00	-1,500.00	-1,500.00	-1,500.00	.00
01300 347100	-9,000.00	-8,500.00	-8,500.00	-8,000.00	-8,000.00	.00
01300 347110	-4,000.00	-4,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 347200	-5,000.00	-5,000.00	-7,500.00	-7,500.00	-7,500.00	.00
01300 347210	-1,500.00	-1,500.00	-1,500.00	-1,500.00	-1,500.00	.00
01300 347212	.00	.00	.00	.00	.00	.00
01300 347214	-4,100.00	-2,500.00	-2,500.00	-2,500.00	-2,500.00	.00
01300 347215	-3,200.00	-4,200.00	-3,200.00	-3,200.00	-3,200.00	.00
01300 347217	.00	.00	.00	.00	.00	.00
01300 347219	-600.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	.00
01300 347220	-17,000.00	-16,000.00	-16,000.00	-16,000.00	-16,000.00	.00
01300 347225	-7,300.00	-7,300.00	-7,300.00	-7,300.00	-7,300.00	.00
01300 347230	-1,500.00	-4,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 347235	-400.00	-1,000.00	-500.00	-500.00	-500.00	.00
01300 347240	-10,600.00	-10,600.00	-5,500.00	-5,500.00	-5,500.00	.00
01300 347245	-11,000.00	-11,000.00	-8,500.00	-8,500.00	-8,500.00	.00
01300 347260	-800.00	-1,500.00	-1,100.00	-1,100.00	-1,100.00	.00
01300 347261	-7,000.00	-7,000.00	-6,500.00	-6,500.00	-6,500.00	.00
01300 347262	-58,000.00	-80,000.00	-80,000.00	-80,000.00	-80,000.00	.00
01300 347263	.00	.00	-2,000.00	-2,000.00	-2,000.00	.00
01300 347264	.00	.00	.00	.00	.00	.00
01300 347265	-18,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
01300 347500	.00	.00	.00	.00	.00	.00
01300 347510	.00	.00	.00	.00	.00	.00
01300 347520	-17,000.00	-17,000.00	-17,000.00	-17,000.00	-17,000.00	.00
01300 347525	-10,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
01300 347530	-9,000.00	-13,000.00	-13,000.00	-13,000.00	-13,000.00	.00
01300 347540	-60,000.00	-60,000.00	-60,000.00	-60,000.00	-60,000.00	.00
01300 347545	-10,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
01300 347547	-3,000.00	-3,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 347550	-500.00	-500.00	-500.00	-500.00	-500.00	.00
01300 347551	-20,000.00	-25,000.00	-25,000.00	-25,000.00	-25,000.00	.00
01300 347555	-12,000.00	-12,000.00	-12,000.00	-12,000.00	-12,000.00	.00
01300 347560	-10,000.00	-10,000.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 347570	.00	.00	.00	.00	.00	.00
01300 347575	.00	.00	.00	.00	.00	.00
01300 347580	-25,000.00	-25,000.00	-25,000.00	-25,000.00	-25,000.00	.00
01300 347590	-3,000.00	-5,000.00	.00	.00	.00	.00
01300 347595	.00	.00	.00	.00	.00	.00
35 TOTAL CHARGES FOR SERVICES FINES & FORFEITS	-435,150.00	-477,750.00	-489,400.00	-489,400.00	-489,400.00	.00
01300 351000	-35,000.00	-35,000.00	-35,000.00	-35,000.00	-35,000.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 4
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PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
01300 352000 LIB FINES	-4,000.00	-5,000.00	-4,000.00	-4,000.00	-4,000.00	.00
01300 354100 CODE FINES	-2,500.00	-2,500.00	-2,500.00	-2,500.00	-2,500.00	.00
01300 354200 CONST VIOL	.00	.00	.00	.00	.00	.00
01300 354300 PKG FINES	.00	.00	-1,500.00	-1,500.00	-1,500.00	.00
01300 358100 FUT SIDEWK	.00	.00	.00	.00	.00	.00
01300 358200 FUTURE STR	.00	.00	.00	.00	.00	.00
01300 359100 FORFEIT	.00	.00	.00	.00	.00	.00
TOTAL FINES & FOREBITS	-41,500.00	-42,500.00	-43,000.00	-43,000.00	-43,000.00	.00
36 MISC REVENUE						
01300 361100 INTEREST	-2,000.00	-4,000.00	-4,000.00	-4,000.00	-4,000.00	.00
01300 361101 INT ERNGS	.00	.00	.00	.00	.00	.00
01300 361102 INT/CRA	.00	.00	.00	.00	.00	.00
01300 361104 PCARD INT	-5,500.00	-5,500.00	-5,000.00	-5,000.00	-5,000.00	.00
01300 362000 AIRPO PROP	-9,600.00	-9,600.00	-9,600.00	-9,600.00	-9,600.00	.00
01300 364200 CEM/SEA	-10,000.00	-10,000.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 364300 CEM TREES	.00	.00	.00	.00	.00	.00
01300 365000 SURPLUS SA	.00	.00	.00	.00	.00	.00
01300 366000 OTHER CONT	.00	.00	.00	.00	.00	.00
01300 366110 LIB DONAT	-2,500.00	-2,500.00	-500.00	-500.00	-500.00	.00
01300 366120 "ROOTS"REV	.00	-250.00	-250.00	-250.00	-250.00	.00
01300 366140 OTHER CONT	-3,000.00	.00	.00	.00	.00	.00
01300 366150 CHILDRENS	.00	.00	.00	.00	.00	.00
01300 366160 HOLIDAY	.00	.00	.00	.00	.00	.00
01300 366170 DONATION	.00	.00	.00	.00	.00	.00
01300 366190 DOG PRK	-2,500.00	-4,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 366191 DP PROJECT	.00	.00	.00	.00	.00	.00
01300 366200 DESTIN FIR	.00	.00	.00	.00	.00	.00
01300 369000 MISC REV	-2,000.00	-2,500.00	-2,000.00	-2,000.00	-2,000.00	.00
01300 369000 OIL	.00	.00	.00	.00	.00	.00
01300 369001 COPY/MISC	.00	.00	.00	.00	.00	.00
01300 369100 OVER/UNDER	.00	.00	.00	.00	.00	.00
01300 369200 TECH	-22,000.00	-32,000.00	.00	.00	-30,000.00	.00
01300 369300 RISK MGMT	.00	.00	.00	.00	.00	.00
TOTAL MISC REVENUE	-59,100.00	-70,350.00	-34,350.00	-34,350.00	-64,350.00	.00
38 OTHER SOURCES						
01300 381000 TRANSFERS	-1,586,099.00	-1,626,377.00	-1,627,114.00	-1,643,825.00	-1,643,825.00	.00
01300 381102 INTERFUND	.00	.00	.00	.00	.00	.00
01300 381202 INTERFUND	.00	.00	.00	.00	.00	.00

PROJECTION: 2019 FY 2019 BUDGET ENTRY FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
01300 381302 INTERFUND	.00	.00	.00	.00	.00	.00
01300 381700 IF TRSFR	.00	.00	.00	.00	.00	.00
01300 383000 CAP LEASE	.00	.00	.00	.00	.00	.00
01300 383001 LOC	.00	.00	.00	.00	.00	.00
01300 385000 REFUND PRO	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	-1,586,099.00	-1,626,377.00	-1,627,114.00	-1,643,825.00	-1,643,825.00	.00
TOTAL REVENUE	-16,749,792.00	-15,699,297.00	-16,239,855.00	-19,554,264.00	-19,589,264.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 6
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151110 CITY COUNCIL						
10 PERSONAL SERVICES						
0151110 512000 REG SAL	.00	.00	.00	.00	.00	.00
0151110 515000 PAY	.00	.00	.00	.00	.00	.00
0151110 521000 FICA	.00	.00	.00	.00	.00	.00
0151110 522000 RET CON	.00	.00	.00	.00	.00	.00
0151110 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	-1,586,099.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES						
0151110 531000 PROF SERV	79,000.00	.00	.00	.00	.00	.00
0151110 533000 COURT RPT	.00	.00	.00	.00	.00	.00
0151110 534000 CONTRACTS	9,800.00	17,300.00	11,800.00	14,800.00	14,800.00	.00
0151110 540000 TRAVEL	13,260.00	12,760.00	12,900.00	12,900.00	12,900.00	.00
0151110 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0151110 546000 R&M	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151110 547000 PRINTING	1,200.00	800.00	800.00	800.00	800.00	.00
0151110 548000 PROMOTIONS	34,000.00	34,000.00	34,000.00	34,000.00	34,000.00	.00
0151110 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0151110 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0151110 552000 OPERATING	15,000.00	16,700.00	17,500.00	17,500.00	17,500.00	.00
0151110 554000 BKS/SBSCR	6,675.00	6,675.00	6,675.00	6,675.00	6,675.00	.00
0151110 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	159,935.00	89,235.00	84,675.00	87,675.00	87,675.00	.00
80 CAPITAL OUTLAY						
0151110 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
80 TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
90 GRANTS & AIDS						
0151110 582000 CONTRIBUTE	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
90 TOTAL GRANTS & AIDS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151110 598000 CAP RESRV	.00	.00	.00	.00	.00	.00



GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151110	599000	CONTING	5,716.00	20,000.00	20,000.00	20,000.00	.00
0151110	599003	DBT REDUC	.00	.00	.00	.00	.00
TOTAL OTHER USES		-500.00	5,716.00	20,000.00	20,000.00	20,000.00	.00
TOTAL CITY COUNCIL		160,435.00	95,951.00	105,675.00	108,675.00	108,675.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 8
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0151212	CITY MANAGER						
10	PERSONAL SERVICES						
0151212	EXEC SAL	125,591.00	128,007.00	.00	131,729.00	131,729.00	.00
0151212	REG SAL	174,851.00	121,882.00	.00	178,127.00	178,127.00	.00
0151212	OVERTIME	.00	.00	.00	.00	.00	.00
0151212	FICA	5,508.00	5,453.00	.00	5,648.00	5,648.00	.00
0151212	RETIREMENT	36,907.00	29,194.00	.00	19,076.00	19,076.00	.00
0151212	401A	6,040.00	6,160.00	.00	25,386.00	25,386.00	.00
0151212	LIF/HEALTH	46,898.00	36,368.00	.00	52,579.00	52,579.00	.00
0151212	UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES OPERATING EXPENSES	395,295.00	327,064.00	.00	412,545.00	412,545.00	.00
0151212	PROF SERV	8,500.00	20,000.00	30,000.00	30,000.00	30,000.00	.00
0151212	COURT RPT	.00	.00	.00	.00	.00	.00
0151212	CONTRACTS	.00	.00	540.00	540.00	540.00	.00
0151212	TRAVEL	2,900.00	1,765.00	5,000.00	5,000.00	5,000.00	.00
0151212	COMMUNICAT	.00	.00	.00	.00	.00	.00
0151212	FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151212	RENTS/LEAS	.00	.00	.00	.00	.00	.00
0151212	PRINTING	5,000.00	12,200.00	12,200.00	12,200.00	12,200.00	.00
0151212	PROMOTIONS	10,200.00	23,200.00	23,200.00	23,200.00	23,200.00	.00
0151212	OTHER CHGS	.00	.00	.00	.00	.00	.00
0151212	OFFICE SPL	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	.00
0151212	OPERATING	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	.00
0151212	BKS/SBSCR	8,775.00	7,775.00	7,700.00	7,700.00	7,700.00	.00
0151212	TRAINING	1,550.00	4,275.00	4,275.00	4,275.00	4,275.00	.00
60	TOTAL OPERATING EXPENSES CAPITAL OUTLAY	40,825.00	73,115.00	86,815.00	86,815.00	86,815.00	.00
0151212	LAND	.00	.00	.00	.00	.00	.00
0151212	CRH62 LAND	.00	.00	.00	.00	.00	.00
0151212	EQUIPMENT	.00	.00	.00	.00	.00	.00
0151212	CONSTRUCT	.00	.00	.00	.00	.00	.00
90	TOTAL CAPITAL OUTLAY OTHER USES	.00	.00	.00	.00	.00	.00
0151212	CONTING	18,122.00	20,000.00	20,000.00	20,000.00	20,000.00	.00



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08/09/2018 16:37
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CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 9
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
TOTAL OTHER USES	18,122.00	20,000.00	20,000.00	20,000.00	20,000.00	.00
TOTAL CITY MANAGER	454,742.00	420,179.00	106,815.00	519,360.00	519,360.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 10
bgnrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0151215	CITY CLERK						
10 PERSONAL SERVICES							
0151215	512000 REG SAL	142,908.00	147,251.00	.00	154,880.00	154,880.00	.00
0151215	514000 OVERTIME	1,513.00	1,513.00	.00	1,513.00	1,513.00	.00
0151215	521000 FICA	2,094.00	2,157.00	.00	2,268.00	2,268.00	.00
0151215	522000 RETIREMENT	18,053.00	18,596.00	.00	19,549.00	19,549.00	.00
0151215	523000 LIFE/HEALTH	28,752.00	33,796.00	.00	35,061.00	35,061.00	.00
0151215	525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
TOTAL PERSONAL SERVICES		211,442.00	203,313.00	.00	213,271.00	213,271.00	.00
30 TOTAL OPERATING EXPENSES							
0151215	534000 CONTRACTS	500.00	500.00	500.00	500.00	500.00	.00
0151215	540000 TRAVEL	1,000.00	2,500.00	2,500.00	2,500.00	2,500.00	.00
0151215	546000 R&M	.00	.00	.00	.00	.00	.00
0151215	547000 PRINTING	13,000.00	16,000.00	16,000.00	16,000.00	16,000.00	.00
0151215	548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0151215	551000 OFFICE SPL	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	.00
0151215	552000 OPERATING	255.00	255.00	255.00	255.00	255.00	.00
0151215	554000 BKS/SBSCRIP	1,300.00	1,400.00	1,400.00	1,400.00	1,400.00	.00
0151215	555000 TRAINING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
TOTAL OPERATING EXPENSES		18,305.00	22,905.00	22,905.00	22,905.00	22,905.00	.00
60 CAPITAL OUTLAY							
0151215	564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY		.00	.00	.00	.00	.00	.00
TOTAL CITY CLERK		211,625.00	226,218.00	22,905.00	236,176.00	236,176.00	.00

08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 11
bgnyrpts

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151320 FINANCE						
10 PERSONAL SERVICES						
0151320 512000 REG SAL	164,701.00	170,315.00	.00	180,038.00	180,038.00	.00
0151320 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0151320 521000 FICA	2,388.00	2,470.00	.00	2,611.00	2,611.00	.00
0151320 522000 RETIREMENT	20,588.00	21,289.00	.00	22,505.00	22,505.00	.00
0151320 523000 LIF/HEALTH	28,011.00	32,967.00	.00	34,940.00	34,940.00	.00
0151320 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	215,688.00	227,041.00	.00	240,094.00	240,094.00	.00
OPERATING EXPENSES						
0151320 531000 PROF SERV	3,000.00	.00	.00	.00	.00	.00
0151320 532000 AUDIT	27,000.00	25,000.00	26,000.00	26,000.00	26,000.00	.00
0151320 532001 ACCTG SERV	.00	.00	.00	.00	.00	.00
0151320 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0151320 540000 TRAVEL	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0151320 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0151320 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151320 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0151320 546000 R&M	.00	.00	.00	.00	.00	.00
0151320 547000 PRINTING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151320 549000 OTHER CHGS	9,300.00	13,236.00	20,160.00	20,160.00	20,160.00	.00
0151320 551000 OFFICE SPL	1,020.00	1,020.00	900.00	900.00	900.00	.00
0151320 552000 OPERATING	1,020.00	1,020.00	900.00	900.00	900.00	.00
0151320 554000 BKS/SBSCRCP	1,080.00	1,080.00	1,080.00	1,080.00	1,080.00	.00
0151320 555000 TRAINING	3,000.00	3,000.00	3,500.00	3,500.00	3,500.00	.00
60 TOTAL OPERATING EXPENSES	49,420.00	48,356.00	56,540.00	56,540.00	56,540.00	.00
CAPITAL OUTLAY						
0151320 563000 INFRASTUC	.00	.00	.00	.00	.00	.00
0151320 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL FINANCE	265,108.00	275,397.00	56,540.00	296,634.00	296,634.00	.00



08/09/2018 16:37
bfarmer

P 12
bgnrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

CITY OF DESTIN, FL NEXT YEAR BUDGET LEVELS REPORT		2017 REVISED BUD		2018 REVISED BUD		2019 DEPARTMENT		2019 BUD COMM.		2019 CITY MGR		2019 COUNCIL	
GENERAL FUND		2017 REVISED BUD		2018 REVISED BUD		2019 DEPARTMENT		2019 BUD COMM.		2019 CITY MGR		2019 COUNCIL	
0151321	HUMAN RESOURCES												
10	PERSONAL SERVICES												
0151321	512000 REG SAL	69,497.00		71,798.00		.00		75,715.00		75,715.00		.00	
0151321	513000 OTHER SAL	.00		.00		.00		.00		.00		.00	
0151321	514000 OVERTIME	.00		.00		.00		.00		.00		.00	
0151321	515000 PAY	765.00		765.00		.00		765.00		765.00		.00	
0151321	521000 FICA	1,019.00		1,052.00		.00		2,067.00		2,067.00		.00	
0151321	522000 RETIREMENT	6,981.00		7,194.00		.00		7,628.00		7,628.00		.00	
0151321	523000 LIF/HEALTH	8,666.00		9,773.00		.00		9,173.00		9,173.00		.00	
30	TOTAL PERSONAL SERVICES OPERATING EXPENSES	86,928.00		90,582.00		.00		95,348.00		95,348.00		.00	
0151321	531000 PROF SERV	1,921.00		1,676.00		1,676.00		1,676.00		1,676.00		.00	
0151321	534000 CONTRACTS	.00		.00		.00		.00		.00		.00	
0151321	535000 INVESTIG	918.00		918.00		918.00		918.00		918.00		.00	
0151321	540000 TRAVEL	900.00		900.00		900.00		900.00		900.00		.00	
0151321	544000 RENTS/LEAS	.00		.00		.00		.00		.00		.00	
0151321	545000 RISK MGMT	270,711.00		312,812.00		315,877.00		315,877.00		315,877.00		.00	
0151321	546000 R&M	1,500.00		1,500.00		1,500.00		1,500.00		1,500.00		.00	
0151321	548000 PROMOTIONS	.00		.00		.00		.00		.00		.00	
0151321	548001 PROM ACTIV	1,250.00		1,250.00		1,250.00		1,250.00		1,250.00		.00	
0151321	549000 OTHER CHGS	755.00		755.00		755.00		755.00		755.00		.00	
0151321	551000 OFFICE SPL	530.00		535.00		650.00		650.00		650.00		.00	
0151321	551001 OFCSUP WEL	50.00		50.00		50.00		50.00		50.00		.00	
0151321	552000 OPERATING	1,502.00		1,750.00		2,270.00		2,270.00		2,270.00		.00	
0151321	552001 OPSUP WEL	100.00		100.00		400.00		400.00		400.00		.00	
0151321	554000 BKS/MBRSHIP	1,989.00		1,739.00		1,739.00		1,739.00		1,739.00		.00	
0151321	554001 SUBSCR/WEL	768.00		780.00		840.00		840.00		840.00		.00	
0151321	555000 TRAINING	4,695.00		5,180.00		5,180.00		5,180.00		5,180.00		.00	
0151321	555001 TRNG-WELL	100.00		100.00		100.00		100.00		100.00		.00	
	TOTAL OPERATING EXPENSES	287,689.00		330,045.00		334,105.00		334,105.00		334,105.00		.00	
	TOTAL HUMAN RESOURCES	374,617.00		420,627.00		334,105.00		429,453.00		429,453.00		.00	

08/09/2018 16:37
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CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 13
bgmyrpts

FOR PERIOD 99



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151322 ADMINISTRATIVE SERVICES						
30 OPERATING EXPENSES						
0151322 534000 CONTRACTS	2,000.00	2,000.00	3,000.00	3,000.00	3,000.00	.00
0151322 541001 COMMUNICAT	.00	.00	.00	.00	.00	.00
0151322 542000 FRGT/POSTG	11,000.00	9,000.00	9,000.00	9,000.00	9,000.00	.00
0151322 543000 UTILITIES	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	.00
0151322 544000 RENTS/LEAS	8,100.00	1,600.00	1,600.00	1,600.00	1,600.00	.00
0151322 546000 R&M	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151322 547000 PRINTING	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	.00
0151322 549000 OTHER CHGS	36,800.00	46,800.00	38,000.00	38,000.00	38,000.00	.00
0151322 551000 OFFICE SPL	3,000.00	3,000.00	4,000.00	4,000.00	4,000.00	.00
0151322 552000 OPERATING	6,000.00	5,700.00	5,700.00	5,700.00	5,700.00	.00
0151322 554000 BKS/SESCR	2,100.00	2,200.00	2,200.00	2,200.00	2,200.00	.00
0151322 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	381,289.00	94,900.00	88,100.00	88,100.00	88,100.00	.00
CAPITAL OUTLAY						
0151322 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0151322 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL ADMINISTRATIVE SERVICE	93,600.00	94,900.00	88,100.00	88,100.00	88,100.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 14
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151324	FACILITIES MAINTENANCE						
10	PERSONAL SERVICES						
0151324	512000 REG SAL	60,476.00	93,603.00	.00	123,976.00	123,976.00	.00
0151324	514000 OVERTIME	1,244.00	1,636.00	.00	2,154.00	2,154.00	.00
0151324	521000 FICA	.00	1,381.00	.00	1,829.00	1,829.00	.00
0151324	522000 RETIREMENT	6,370.00	8,935.00	.00	14,133.00	14,133.00	.00
0151324	523000 LIF/HEALTH	19,561.00	38,768.00	.00	59,239.00	59,239.00	.00
30	TOTAL PERSONAL SERVICES OPERATING EXPENSES	88,546.00	144,323.00	.00	201,331.00	201,331.00	.00
0151324	531000 PROF SERV	.00	.00	.00	.00	.00	.00
0151324	534000 CONTRACTS	81,974.00	2,500.00	21,500.00	3,000.00	3,000.00	.00
0151324	540000 TRAVEL	500.00	100.00	100.00	100.00	100.00	.00
0151324	541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0151324	542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151324	543000 UTILITIES	46,000.00	33,000.00	33,000.00	33,000.00	33,000.00	.00
0151324	543100 UTIL-HRHR	.00	.00	.00	.00	.00	.00
0151324	544000 RENTS/LEAS	200.00	500.00	500.00	500.00	500.00	.00
0151324	546000 R&M	41,000.00	81,102.00	81,102.00	100,000.00	100,000.00	.00
0151324	547000 PRINTING	.00	.00	.00	.00	.00	.00
0151324	551000 OFFICE SPL	200.00	100.00	50.00	50.00	50.00	.00
0151324	552000 OPERATING	12,910.00	10,220.00	10,220.00	10,220.00	10,220.00	.00
0151324	554000 EKS/SBSCR	.00	.00	.00	.00	.00	.00
0151324	555000 TRAINING	1,900.00	1,900.00	500.00	500.00	500.00	.00
60	TOTAL OPERATING EXPENSES CAPITAL OUTLAY	184,684.00	129,422.00	146,972.00	147,370.00	147,370.00	.00
0151324	562000 BUILDING	.00	40,000.00	.00	.00	.00	.00
0151324	563000 INFRASTRUC	.00	12,500.00	.00	.00	.00	.00
0151324	564000 EQUIPMENT	68,000.00	.00	16,200.00	16,200.00	16,200.00	.00
0151324	565000 CONSTRUCT	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	68,000.00	52,500.00	16,200.00	16,200.00	16,200.00	.00
	TOTAL FACILITIES MAINTENANCE	341,230.00	326,245.00	163,172.00	364,901.00	364,901.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 15
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151430 LEGAL SERVICES						
30 OPERATING EXPENSES						
0151430 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0151430 531001 CITY ATTY	87,000.00	98,400.00	99,000.00	135,000.00	135,000.00	.00
0151430 531002 LABOR ATTY	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0151430 531003 LAND ATTY	92,700.00	106,200.00	154,200.00	166,200.00	166,200.00	.00
0151430 531004 FRAN. ATTY	.00	.00	.00	.00	.00	.00
0151430 531005 MISC REP	75,000.00	50,400.00	50,000.00	100,000.00	100,000.00	.00
0151430 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	328,700.00	261,000.00	309,200.00	407,200.00	407,200.00	.00
TOTAL LEGAL SERVICES	260,700.00	261,000.00	309,200.00	407,200.00	407,200.00	.00



GENERAL FUND	2019 CITY MGR	2019 BUD COMM.	2019 DEPARTMENT	2018 REVISED BUD	2017 REVISED BUD	2016 REVISED BUD
0151531 COMMUNITY DEVELOPMENT						
10 PERSONAL SERVICES						
0151531 512000 REG SAL	259,477.00	259,477.00	.00	298,053.00	262,874.00	
0151531 514000 OVERTIME	945.00	945.00	.00	945.00	.00	
0151531 521000 FICA	3,776.00	3,776.00	.00	4,335.00	3,812.00	
0151531 522000 RETIREMENT	32,553.00	32,553.00	.00	37,375.00	32,859.00	
0151531 523000 LIF/HEALTH	58,137.00	58,137.00	.00	75,208.00	41,062.00	
0151531 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	
TOTAL PERSONAL SERVICES	354,888.00	354,888.00	.00	415,916.00	669,307.00	
30 OPERATING EXPENSES						
0151531 531000 PROF SERV	176,585.00	176,585.00	62,530.00	103,130.00	138,806.00	
0151531 534000 CONTRACTS	34,000.00	34,000.00	17,000.00	17,000.00	21,500.00	
0151531 540000 TRAVEL	4,834.00	4,834.00	4,834.00	2,242.00	2,200.00	
0151531 546000 R&M	150.00	150.00	150.00	.00	.00	
0151531 547000 PRINTING	500.00	500.00	500.00	750.00	750.00	
0151531 549000 OTHER CHGS	.00	.00	.00	.00	.00	
0151531 551000 OFFICE SPL	1,600.00	1,600.00	1,600.00	1,250.00	1,250.00	
0151531 552000 OPERATING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
0151531 554000 BKS/SBSCR	1,482.00	1,482.00	1,482.00	2,257.00	2,100.00	
0151531 555000 TRAINING	1,835.00	1,835.00	1,835.00	3,045.00	1,900.00	
TOTAL OPERATING EXPENSES	221,986.00	221,986.00	90,931.00	130,674.00	169,506.00	
60 CAPITAL OUTLAY						
0151531 564000 EQUIPMENT	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	
TOTAL COMMUNITY DEVELOPMENT	576,874.00	576,874.00	90,931.00	546,590.00	510,113.00	



PROJECTION: 2019

FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151716	HARBOR PROPERTY DBT SER						
70	DEBT SERVICE						
0151716	571000	2006A&EPRN	.00	.00	.00	.00	.00
0151716	572000	2006A&BINT	.00	.00	.00	.00	.00
0151716	573000	2006A&EOTH	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE		.00	.00	.00	.00	.00	.00
TOTAL HARBOR PROPERTY DBT SE		.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 19
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151720	2015A REFUNDING REVENUE NOTE						
70	DEBT SERVICE						
0151720	571000	2015A PRIN	320,000.00	335,000.00	335,000.00	335,000.00	.00
0151720	572000	2015A INT	140,893.00	123,211.00	123,211.00	123,211.00	.00
0151720	573000	2015A OTHR	.00	.00	.00	.00	.00
	TOTAL DEBT SERVICE	460,893.00	457,154.00	458,211.00	458,211.00	458,211.00	.00
	TOTAL 2015A REFUNDING REVENUE	460,893.00	457,154.00	458,211.00	458,211.00	458,211.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 20
bgnrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151729 1999 DEBT SERVICE						
70 DEBT SERVICE						
0151729 571000 PRINCIPAL	.00	.00	.00	.00	.00	.00
0151729 572000 INTEREST	.00	.00	.00	.00	.00	.00
0151729 573000 1999 OTHR	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE	460,893.00	.00	.00	.00	.00	.00
TOTAL 1999 DEBT SERVICE	.00	.00	.00	.00	.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151752 GF CRA DEBT SERVICE						
70 DEBT SERVICE						
0151752 571000 PRINCIPAL	.00	.00	.00	.00	.00	.00
0151752 572000 INTEREST	.00	.00	.00	.00	.00	.00
0151752 573000 OTHER COST	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE	460,893.00	.00	.00	.00	.00	.00
TOTAL GF CRA DEBT SERVICE	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 22
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0151763	VEHICLE LEASE/PURCHASE DBT SER						
70	DEBT SERVICE						
0151763	571000 PRINCIPAL	56,581.00	24,214.00	24,993.00	24,993.00	24,993.00	.00
0151763	572000 INTEREST	5,273.00	1,582.00	804.00	804.00	804.00	.00
	TOTAL DEBT SERVICE	522,747.00	25,796.00	25,797.00	25,797.00	25,797.00	.00
	TOTAL VEHICLE LEASE/PURCHASE	61,854.00	25,796.00	25,797.00	25,797.00	25,797.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151764	EQUIPMENT LEASE/PURCHASE						
70	DEBT SERVICE						
0151764	571000 PRINCIPAL	8,879.00	33,122.00	58,342.00	67,143.00	67,143.00	.00
0151764	572000 INTEREST	1,172.00	2,936.00	7,869.00	10,424.00	10,424.00	.00
	TOTAL DEBT SERVICE	532,798.00	36,058.00	66,211.00	77,567.00	77,567.00	.00
	TOTAL EQUIPMENT LEASE/PURCHA	10,051.00	36,058.00	66,211.00	77,567.00	77,567.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 24
bgnrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0151932	INFORMATION TECHNOLOGY						
10	PERSONAL SERVICES						
0151932	512000 SALARIES	222,563.00	231,508.00	.00	178,257.00	178,257.00	.00
0151932	514000 OVERTIME		1,719.00	.00	1,719.00	1,719.00	.00
0151932	521000 FICA	3,227.00	3,488.00	.00	2,716.00	2,716.00	.00
0151932	522000 RET CON	27,820.00	27,000.00	.00	20,305.00	20,305.00	.00
0151932	523000 LIF/HEALTH	50,606.00	48,832.00	.00	34,727.00	34,727.00	.00
30	TOTAL PERSONAL SERVICES	837,014.00	312,547.00	.00	237,724.00	237,724.00	.00
0151932	OPERATING EXPENSES						
0151932	534000 CONT SERV	96,989.00	102,950.00	119,100.00	119,100.00	119,100.00	.00
0151932	540000 TRAVEL	1,500.00	2,250.00	3,800.00	3,800.00	3,800.00	.00
0151932	541000 COMMUNICAT	29,160.00	48,600.00	48,000.00	48,000.00	48,000.00	.00
0151932	541005 CELL/RADIO	30,400.00	31,200.00	29,760.00	29,760.00	29,760.00	.00
0151932	542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151932	544000 RENTS/LEAS	24,000.00	26,400.00	20,950.00	20,950.00	20,950.00	.00
0151932	546000 R&M	4,800.00	4,200.00	6,000.00	6,000.00	6,000.00	.00
0151932	546001 R&M/PHONES	4,000.00	.00	.00	.00	.00	.00
0151932	549900 OTHR/FRAUD	.00	.00	.00	.00	.00	.00
0151932	551000 OFFICE SPL	500.00	500.00	500.00	500.00	500.00	.00
0151932	552000 OPERATING	12,000.00	17,500.00	20,000.00	20,000.00	20,000.00	.00
0151932	552001 OPR/HWRE	.00	.00	.00	.00	.00	.00
0151932	552002 OPR/PRINTR	.00	.00	.00	.00	.00	.00
0151932	552080 OPR/LBR	.00	.00	.00	.00	.00	.00
0151932	554000 BKS/SBSCRIP	2,378.00	2,600.00	2,100.00	2,100.00	2,100.00	.00
0151932	555000 TRAINING	250.00	1,200.00	1,500.00	1,500.00	1,500.00	.00
60	TOTAL OPERATING EXPENSES	205,977.00	237,400.00	251,710.00	251,710.00	251,710.00	.00
	CAPITAL OUTLAY						
0151932	564000 EQUIP/PRNT	.00	.00	.00	.00	.00	.00
0151932	564001 EQUIP/COMP	55,000.00	63,000.00	37,750.00	37,750.00	37,750.00	.00
0151932	564002 EQUIP/WAN	.00	.00	.00	.00	.00	.00
0151932	564080 COMPEQ LBR	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	55,000.00	63,000.00	37,750.00	37,750.00	37,750.00	.00
	TOTAL INFORMATION TECHNOLOGY	565,193.00	612,947.00	289,460.00	527,184.00	527,184.00	.00

08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 25
bgnvyrpts

FOR PERIOD 99



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0152140 PUBLIC SAFETY						
10 PERSONAL SERVICES						
0152140 512000 REG SAL	10,908.00	11,016.00	.00	11,016.00	11,016.00	.00
0152140 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0152140 521000 FICA	835.00	843.00	.00	843.00	843.00	.00
0152140 522000 RET CON	.00	.00	.00	.00	.00	.00
0152140 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	66,743.00	11,859.00	.00	11,859.00	11,859.00	.00
0152140 534000 CONTRACTS	1,891,468.00	1,975,080.00	2,174,568.00	2,160,198.00	2,160,198.00	.00
0152140 546000 R&M	.00	.00	.00	.00	.00	.00
0152140 552000 OPERATING	200.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	1,891,668.00	1,975,080.00	2,174,568.00	2,160,198.00	2,160,198.00	.00
0152140 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
80 TOTAL CAPITAL OUTLAY GRANTS & AIDS	.00	.00	.00	.00	.00	.00
0152140 581000 CONTRIBUTE	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	.00
TOTAL GRANTS & AIDS	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	.00
TOTAL PUBLIC SAFETY	2,003,411.00	2,086,939.00	2,274,568.00	2,272,057.00	2,272,057.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 26
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0152441 INSPECTIONS						
10 PERSONAL SERVICES						
0152441 512000 REG SAL	308,609.00	306,490.00	.00	313,562.00	313,562.00	.00
0152441 514000 OVERTIME	1,188.00	1,188.00	.00	1,188.00	1,188.00	.00
0152441 521000 FICA	4,492.00	4,461.00	.00	4,564.00	4,564.00	.00
0152441 522000 RETIREMENT	37,367.00	38,460.00	.00	39,344.00	39,344.00	.00
0152441 523000 LIF/HEALTH	71,350.00	71,310.00	.00	59,347.00	59,347.00	.00
0152441 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	523,006.00	421,909.00	.00	418,005.00	418,005.00	.00
60 TOTAL OPERATING EXPENSES						
0152441 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0152441 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0152441 540000 TRAVEL	2,980.00	4,680.00	4,850.00	4,850.00	4,850.00	.00
0152441 546000 R&M	125.00	125.00	125.00	125.00	125.00	.00
0152441 547000 PRINTING	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	.00
0152441 549000 OTHER CHGS	.00	.00	.00	300.00	300.00	.00
0152441 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0152441 552000 OPERATING	1,220.00	1,555.00	1,155.00	1,155.00	1,155.00	.00
0152441 554000 BKS/SBSCR	1,407.00	2,815.00	2,025.00	2,025.00	2,025.00	.00
0152441 555000 TRAINING	1,985.00	3,485.00	2,835.00	2,835.00	2,835.00	.00
60 TOTAL OPERATING EXPENSES	8,917.00	13,860.00	12,490.00	12,490.00	12,490.00	.00
CAPITAL OUTLAY						
0152441 564000 EQUIPMENT	.00	30,000.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	30,000.00	.00	.00	.00	.00
TOTAL INSPECTIONS	431,923.00	465,769.00	12,490.00	430,495.00	430,495.00	.00

08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 27
bgnvrrpts

FOR PERIOD 99



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0152442 CODE INSPECTIONS						
10 PERSONAL SERVICES						
0152442 512000 REG SAL	124,388.00	223,268.00	.00	215,137.00	215,137.00	.00
0152442 514000 OVERTIME	8,915.00	3,561.00	.00	3,561.00	3,561.00	.00
0152442 521000 FICA	1,933.00	3,289.00	.00	3,171.00	3,171.00	.00
0152442 522000 RETIREMENT	16,663.00	28,354.00	.00	27,337.00	27,337.00	.00
0152442 523000 LIF/HEALTH	37,821.00	92,357.00	.00	71,722.00	71,722.00	.00
30 TOTAL PERSONAL SERVICES	189,720.00	350,829.00	.00	320,928.00	320,928.00	.00
OPERATING EXPENSES						
0152442 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0152442 534000 CONTRACTS	47,995.00	24,000.00	7,800.00	7,800.00	7,800.00	.00
0152442 540000 TRAVEL	1,370.00	6,024.00	4,368.00	17,293.00	17,293.00	.00
0152442 546000 R&M	600.00	600.00	600.00	600.00	600.00	.00
0152442 547000 PRINTING	800.00	950.00	600.00	850.00	850.00	.00
0152442 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0152442 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0152442 552000 OPERATING	1,000.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0152442 554000 BKS/SBSCR	215.00	140.00	140.00	140.00	140.00	.00
0152442 555000 TRAINING	565.00	2,630.00	2,105.00	8,325.00	8,325.00	.00
60 TOTAL OPERATING EXPENSES	52,545.00	35,844.00	17,113.00	36,508.00	36,508.00	.00
CAPITAL OUTLAY						
0152442 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL CODE INSPECTIONS	242,265.00	386,673.00	17,113.00	357,436.00	357,436.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 28
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0152543 EMERGENCY MANAGEMENT						
30 OPERATING EXPENSES						
0152543 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0152543 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0152543 540000 TRAVEL	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0152543 541000 COMMUNICAT	2,500.00	2,500.00	2,000.00	2,000.00	2,000.00	.00
0152543 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0152543 545000 R&M	6,225.00	6,225.00	6,225.00	6,225.00	6,225.00	.00
0152543 547000 PRINTING	.00	.00	.00	.00	.00	.00
0152543 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0152543 551000 OFFICE SPL	100.00	100.00	100.00	100.00	100.00	.00
0152543 552000 OPERATING	200.00	200.00	200.00	200.00	200.00	.00
0152543 554000 BKS/SESCR	.00	.00	.00	.00	.00	.00
0152543 555000 TRAINING	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
TOTAL OPERATING EXPENSES	12,525.00	12,525.00	12,025.00	12,025.00	12,025.00	.00
60 CAPITAL OUTLAY						
0152543 562000 BUILDING	.00	.00	.00	.00	.00	.00
0152543 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
0152543 565034 EM414 CIP CONT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL EMERGENCY MANAGEMENT	12,525.00	12,525.00	12,025.00	12,025.00	12,025.00	.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 29
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0152545 EMERGENCY MGMT CIP						
30 OPERATING EXPENSES						
0152545 531000 EM415 PROF SERV	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY						
0152545 561000 EM416 LAND	.00	.00	.00	.00	.00	.00
0152545 565000 EM415 CIP CONT	.00	.00	.00	.00	.00	.00
0152545 565031 EM422 CIP PROF	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL EMERGENCY MGMT CIP	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 30
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0153861 STORMWATER MGMT CIP						
60 CAPITAL OUTLAY						
0153861 564000 SW51B EQUIPMENT	.00	.00	.00	.00	.00	.00
0153861 564000 SW51C EQUIPMENT	.00	.00	.00	.00	.00	.00
0153861 565031 SW51A CIP PROF	.00	.00	.00	.00	.00	.00
0153861 565031 SW51B CIP PROF	.00	.00	.00	.00	.00	.00
0153861 565031 SW51C CIP PROF	.00	.00	.00	.00	.00	.00
0153861 565031 SW51D CIP PROF	.00	.00	.00	.00	.00	.00
0153861 565034 SW51A CIP CONT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL STORMWATER MGMT CIP	.00	.00	.00	.00	.00	.00



P 31
bgnvrypts

08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0153943 SEVERE WEATHER						
30 OPERATING EXPENSES						
0153943 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0153943 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0153943 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0153943 546000 R&M	.00	.00	.00	.00	.00	.00
0153943 552000 OPERATING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY						
0153943 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0153943 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
90 TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
OTHER USES						
0153943 599000 CONTING	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL SEVERE WEATHER	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 32
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0153950	CEMETERY						
10	PERSONAL SERVICES						
0153950	512000 REG SAL	.00	.00	.00	.00	.00	.00
0153950	514000 OVERTIME	.00	.00	.00	.00	.00	.00
0153950	521000 FICA	.00	.00	.00	.00	.00	.00
0153950	522000 RETIREMENT	.00	.00	.00	.00	.00	.00
0153950	523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
0153950	531000 PROF SERV	.00	.00	.00	.00	.00	.00
0153950	534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0153950	541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0153950	542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0153950	543000 UTILITIES	2,400.00	2,500.00	2,500.00	2,500.00	2,500.00	.00
0153950	544000 RENTS/LEAS	150.00	150.00	150.00	150.00	150.00	.00
0153950	546000 REPAIRS	6,105.00	6,105.00	6,105.00	6,105.00	6,105.00	.00
0153950	549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0153950	552000 OPERATING	2,805.00	2,805.00	2,805.00	2,805.00	2,805.00	.00
0153950	553000 RD SUPPLY	.00	.00	.00	.00	.00	.00
60	TOTAL OPERATING EXPENSES CAPITAL OUTLAY	11,460.00	11,560.00	11,560.00	11,560.00	11,560.00	.00
0153950	563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0153950	563001 INFRASTRUC	.00	.00	.00	.00	.00	.00
0153950	564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
	TOTAL CEMETERY	11,460.00	11,560.00	21,060.00	21,060.00	21,060.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 33
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0153951 PHYSICAL ENVIRONMENT						
10 PERSONAL SERVICES						
0153951 512000 REG SAL	.00	.00	.00	.00	.00	.00
0153951 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0153951 521000 FICA	.00	.00	.00	.00	.00	.00
0153951 521000 OIL	.00	.00	.00	.00	.00	.00
0153951 522000 RETIREMENT	.00	.00	.00	.00	.00	.00
0153951 522000 OIL RET CON	.00	.00	.00	.00	.00	.00
0153951 522001 OIL 401a	.00	.00	.00	.00	.00	.00
0153951 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
0153951 523000 OIL LIF/HEALTH	.00	.00	.00	.00	.00	.00
TOTAL PERSONAL SERVICES	.00	.00	.00	.00	.00	.00
30 OPERATING EXPENSES						
0153951 531000 PROF SERV	4,280.00	4,280.00	.00	5,000.00	5,000.00	.00
0153951 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0153951 534000 OIL CONTRACTS	.00	.00	.00	.00	.00	.00
0153951 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0153951 540000 OIL TRAVEL	.00	.00	.00	.00	.00	.00
0153951 543000 UTILITIES	.00	.00	.00	.00	.00	.00
0153951 543301 HBR UTIL	21,000.00	18,000.00	.00	.00	.00	.00
0153951 544000 RENTS/LEAS	500.00	500.00	.00	18,000.00	18,000.00	.00
0153951 546000 R&M	5,000.00	5,000.00	.00	500.00	500.00	.00
0153951 546000 OIL R&M	.00	.00	.00	5,000.00	5,000.00	.00
0153951 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0153951 552000 OPERATING	400.00	400.00	.00	.00	.00	.00
0153951 553000 RD SUPPLY	2,000.00	2,000.00	.00	600.00	600.00	.00
0153951 554000 BKS/SBSCR	50.00	50.00	.00	2,000.00	2,000.00	.00
0153951 555000 TRAINING	.00	.00	.00	250.00	250.00	.00
TOTAL OPERATING EXPENSES	33,230.00	30,230.00	18,000.00	31,350.00	31,350.00	.00
80 GRANTS & AIDS						
0153951 582000 CONTRIBUTE	.00	.00	.00	.00	.00	.00
TOTAL GRANTS & AIDS	.00	.00	.00	.00	.00	.00
90 OTHER USES						
0153951 599000 OIL CONTING	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 34
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL PHYSICAL ENVIRONMENT	33,230.00	30,230.00	18,000.00	31,350.00	31,350.00	.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 35
bgnyrpts

FOR PERIOD 99



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0153952 PHYSICAL ENVIRONMENT CIP						
30 OPERATING EXPENSES						
0153952 531000 PE903 PROF SERV	.00	.00	.00	.00	.00	.00
0153952 546000 PE903 R&M	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY						
0153952 565031 PE427 CIP PROF	.00	.00	.00	.00	.00	.00
0153952 565034 PE416 CIP CONT	.00	.00	.00	.00	.00	.00
0153952 565034 PE427 CIP CONT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL PHYSICAL ENVIRONMENT C	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0154160	PUBLIC WORKS						
10	PERSONAL SERVICES						
0154160	512000	514,865.00	548,012.00	.00	597,417.00	597,417.00	.00
0154160	514000	4,153.00	3,650.00	.00	4,249.00	4,249.00	.00
0154160	521000	9,250.00	7,999.00	.00	8,724.00	8,724.00	.00
0154160	522000	55,647.00	65,456.00	.00	71,565.00	71,565.00	.00
0154160	523000	112,884.00	176,633.00	.00	189,657.00	189,657.00	.00
0154160	525000			.00			.00
0154160	525000			.00			.00
30	TOTAL PERSONAL SERVICES	696,799.00	801,750.00	.00	871,612.00	871,612.00	.00
30	OPERATING EXPENSES						
0154160	531000						.00
0154160	534000	20,000.00	27,500.00	.00	27,500.00	27,500.00	.00
0154160	534002	84,123.00	45,123.00	.00	45,123.00	82,500.00	.00
0154160	534003			.00			.00
0154160	534004	106,950.00	164,000.00	.00	180,000.00	180,000.00	.00
0154160	534005	57,000.00	38,000.00	.00	64,000.00	64,000.00	.00
0154160	534100	75,000.00	60,500.00	.00	60,000.00	60,000.00	.00
0154160	534102	33,115.00	34,186.00	.00	33,075.00	33,075.00	.00
0154160	534402			.00			.00
0154160	534404			.00			.00
0154160	534407			.00			.00
0154160	540000	1,700.00	550.00	.00	300.00	300.00	.00
0154160	541000			.00			.00
0154160	542000			.00			.00
0154160	543000			.00			.00
0154160	543400	240,000.00	235,000.00	.00	235,000.00	200,000.00	.00
0154160	543401	4,000.00	5,000.00	.00	5,000.00	5,000.00	.00
0154160	543402	6,500.00	6,250.00	.00	6,250.00	6,250.00	.00
0154160	543403	8,500.00	8,750.00	.00	8,750.00	8,750.00	.00
0154160	543405	29,000.00	27,000.00	.00	27,000.00	24,623.00	.00
0154160	543406	2,100.00	2,000.00	.00	2,000.00	2,000.00	.00
0154160	544000	1,500.00	21,820.00	.00	21,820.00	21,820.00	.00
0154160	546000	50,000.00	67,305.00	.00	67,915.00	67,915.00	.00
0154160	551000	300.00	220.00	.00	220.00	220.00	.00
0154160	552000	68,075.00	66,700.00	.00	69,250.00	69,250.00	.00
0154160	553000	40,500.00	37,500.00	.00	68,500.00	68,500.00	.00
0154160	554000	200.00		.00			.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 37
bgnryrpts

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0154160 555000 TRAINING	4,850.00	2,100.00	500.00	500.00	500.00	.00
TOTAL OPERATING EXPENSES	833,413.00	849,504.00	922,203.00	922,203.00	922,203.00	.00
60 CAPITAL OUTLAY						
0154160 561000 LAND	.00	.00	.00	.00	.00	.00
0154160 562000 BLDGS	.00	.00	.00	.00	.00	.00
0154160 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0154160 564000 EQUIPMENT	358,925.00	67,730.00	303,000.00	188,000.00	188,000.00	.00
TOTAL CAPITAL OUTLAY	358,925.00	67,730.00	303,000.00	188,000.00	188,000.00	.00
TOTAL PUBLIC WORKS	1,889,137.00	1,718,984.00	1,225,203.00	1,981,815.00	1,981,815.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 38
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0154161	ENGINEERING						
10	PERSONAL SERVICES						
0154161	512000	REG SAL	.00	.00	.00	.00	.00
0154161	514000	OVERTIME	.00	.00	.00	.00	.00
0154161	521000	FICA	.00	.00	.00	.00	.00
0154161	522000	RETIREMENT	.00	.00	.00	.00	.00
0154161	523000	LIF/HEALTH	.00	.00	.00	.00	.00
0154161	525000	UNEMPLOYMT	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES	358,925.00	.00	.00	.00	.00	.00
30	TOTAL OPERATING EXPENSES						
0154161	531000	PROF SERV	91,850.00	33,850.00	33,850.00	33,850.00	.00
0154161	531000	PE903 PROF SERV	.00	.00	.00	.00	.00
0154161	531001	ENG SER/CM	.00	.00	.00	.00	.00
0154161	531002	ENG SER/BD	.00	.00	.00	.00	.00
0154161	531003	ENG SER/PW	.00	.00	.00	.00	.00
0154161	531004	ENG SER/RC	.00	.00	.00	.00	.00
0154161	531005	ENG SER/CD	.00	.00	.00	.00	.00
0154161	534000	CONT SERV	.00	.00	.00	.00	.00
0154161	540000	TRAVEL	500.00	500.00	500.00	500.00	.00
0154161	544000	RENTS/LEAS	.00	.00	.00	.00	.00
0154161	546000	R&M	1,500.00	1,000.00	1,000.00	1,000.00	.00
0154161	547000	PRINTING	200.00	100.00	100.00	100.00	.00
0154161	547001	NPDES	.00	.00	.00	.00	.00
0154161	551000	OFFICE SPL	1,200.00	1,200.00	1,200.00	1,200.00	.00
0154161	552000	OPERATING	300.00	3,325.00	3,325.00	3,325.00	.00
0154161	553000	ROAD MAT.	.00	.00	.00	.00	.00
0154161	554000	BKS/SBSCR	200.00	200.00	200.00	200.00	.00
0154161	555000	TRAINING	1,900.00	1,900.00	1,900.00	1,900.00	.00
60	TOTAL OPERATING EXPENSES	97,650.00	42,075.00	42,075.00	42,075.00	42,075.00	.00
60	CAPITAL OUTLAY						
0154161	563000	INFRASTRUC	.00	.00	.00	.00	.00
0154161	564000	EQUIPMENT	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	.00	.00	2,000.00	.00	.00	.00
	TOTAL ENGINEERING	97,650.00	42,075.00	44,075.00	42,075.00	42,075.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 39
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0154162	TRANSPORTATION CIP						
60	CAPITAL OUTLAY						
0154162	565031 EN626 CIP PROF	.00	.00	.00	.00	.00	.00
0154162	565031 EN636 CIP PROF	.00	.00	.00	.00	.00	.00
0154162	565034 EN626 CIP CONT	.00	.00	.00	.00	.00	.00
0154162	565034 EN636 CIP CONT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY		.00	.00	.00	.00	.00	.00
TOTAL TRANSPORTATION CIP		.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 40
bgnryrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0154183	MEDIAN MAINTENANCE						
30	OPERATING EXPENSES						
0154183	534000 CONTRACTS	185,000.00	218,557.00	218,557.00	173,557.00	173,557.00	.00
0154183	546000 R&M	.00	.00	.00	45,000.00	45,000.00	.00
	TOTAL OPERATING EXPENSES	185,000.00	218,557.00	218,557.00	218,557.00	218,557.00	.00
60	CAPITAL OUTLAY						
0154183	563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
	TOTAL MEDIAN MAINTENANCE	185,000.00	218,557.00	218,557.00	218,557.00	218,557.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0154400	Transit System						
30	OPERATING EXPENSES						
0154400	534000 CONTRACTS	.00	.00	.00	.00	.00	.00
	TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
	TOTAL Transit System	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 42
bgnrypts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0154970	HARBOR						
10	PERSONAL SERVICES						
0154970	512000 REG SAL	62,452.00	.00	.00	.00	.00	.00
0154970	521000 FICA	906.00	.00	.00	.00	.00	.00
0154970	522000 RETIREMENT	7,806.00	.00	.00	.00	.00	.00
0154970	523000 LIF/HEALTH	17,759.00	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES	88,923.00	.00	.00	.00	.00	.00
30	OPERATING EXPENSES						
0154970	540000 TRAVEL	981.00	.00	.00	.00	.00	.00
0154970	546000 R&M	.00	.00	.00	.00	.00	.00
0154970	547000 PRINTING	.00	.00	.00	.00	.00	.00
0154970	551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0154970	552000 OPERATING	350.00	.00	.00	.00	.00	.00
0154970	553000 RD SUPPLY	.00	.00	.00	.00	.00	.00
0154970	554000 BKS/SBSCR	75.00	.00	.00	.00	.00	.00
0154970	555000 TRAINING	435.00	.00	.00	.00	.00	.00
60	TOTAL OPERATING EXPENSES	1,841.00	.00	.00	.00	.00	.00
60	CAPITAL OUTLAY						
0154970	564000 BOAT	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
	TOTAL HARBOR	90,764.00	.00	.00	.00	.00	.00



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0155271 ECONOMIC DEVELOPMENT						
30 OPERATING EXPENSES						
0155271 531000 PROF SERV	.00	.00	.00	.00	.00	.00
80 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
GRANTS & AIDS						
0155271 582000 CONTRIBUTE	15,709.00	13,500.00	13,500.00	13,500.00	13,500.00	.00
TOTAL GRANTS & AIDS	15,709.00	13,500.00	13,500.00	13,500.00	13,500.00	.00
TOTAL ECONOMIC DEVELOPMENT	15,709.00	13,500.00	13,500.00	13,500.00	13,500.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 44
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0156272 HEALTH SERVICES						
30 OPERATING EXPENSES						
0156272 534000 CONTRACTS	51,975.00	51,975.00	52,020.00	52,020.00	52,020.00	.00
80 TOTAL OPERATING EXPENSES GRANTS & AIDS	67,684.00	51,975.00	52,020.00	52,020.00	52,020.00	.00
0156272 582000 CONTRIBUTE	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
TOTAL GRANTS & AIDS	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
TOTAL HEALTH SERVICES	61,975.00	61,975.00	62,020.00	62,020.00	62,020.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0156473 HUMAN SERVICES						
80 GRANTS & AIDS						
0156473 582000 CONTRIBUTE	57,000.00	.00	.00	.00	.00	.00
TOTAL GRANTS & AIDS	67,000.00	.00	.00	.00	.00	.00
TOTAL HUMAN SERVICES	57,000.00	.00	.00	.00	.00	.00

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157180	LIBRARY						
10	PERSONAL SERVICES						
0157180	512000 REG SAL	282,711.00	280,511.00	.00	294,244.00	294,244.00	.00
0157180	514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157180	521000 FICA	7,914.00	7,301.00	.00	7,715.00	7,715.00	.00
0157180	522000 RETIREMENT	21,937.00	22,585.00	.00	25,584.00	25,584.00	.00
0157180	523000 LIFE/HEALTH	48,467.00	56,995.00	.00	57,847.00	57,847.00	.00
0157180	525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES	428,029.00	367,392.00	.00	385,390.00	385,390.00	.00
0157180	534000 CONT SERV	.00	.00	.00	.00	.00	.00
0157180	540000 TRAVEL	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157180	541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157180	542000 FRGT/POSTG	100.00	100.00	100.00	100.00	100.00	.00
0157180	543000 UTILITIES	29,100.00	25,000.00	25,020.00	25,020.00	25,020.00	.00
0157180	544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0157180	546000 R&M	.00	400.00	700.00	700.00	700.00	.00
0157180	546001 R&M/FAC	.00	.00	.00	.00	.00	.00
0157180	547000 PRINTING	200.00	500.00	500.00	500.00	500.00	.00
0157180	548000 PROMOTIONS	700.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157180	549000 OTH CHGS	200.00	200.00	200.00	200.00	200.00	.00
0157180	551000 OFFICE SPL	2,520.00	.00	.00	.00	.00	.00
0157180	552000 OPERATING	4,820.00	7,220.00	5,020.00	5,020.00	5,020.00	.00
0157180	552001 OPR/FAC	.00	.00	.00	.00	.00	.00
0157180	554000 BKS/SBSCR	3,000.00	3,500.00	3,600.00	3,600.00	3,600.00	.00
0157180	555000 TRAINING	50.00	50.00	50.00	50.00	50.00	.00
60	TOTAL OPERATING EXPENSES	42,690.00	40,470.00	38,690.00	38,690.00	38,690.00	.00
	CAPITAL OUTLAY						
0157180	562000 BUILDING	.00	.00	.00	.00	.00	.00
0157180	564000 EQUIPMENT	16,892.00	.00	.00	135,000.00	135,000.00	.00
0157180	564002 EQUIP/MEDI	.00	.00	.00	.00	.00	.00
0157180	566000 LBRY BKS	47,000.00	48,000.00	49,500.00	49,500.00	49,500.00	.00
	TOTAL CAPITAL OUTLAY	63,892.00	48,000.00	49,500.00	184,500.00	184,500.00	.00
	TOTAL LIBRARY	467,611.00	455,862.00	88,190.00	608,580.00	608,580.00	.00

08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157233 LEONARD DESTIN PARK						
10 PERSONAL SERVICES						
0157233 512000 SALARIES	.00	27,685.00	.00	13,843.00	13,843.00	.00
0157233 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157233 521000 FICA	.00	401.00	.00	200.00	200.00	.00
0157233 522000 RET CON	.00	3,461.00	.00	1,730.00	1,730.00	.00
0157233 523000 LIF/HEALTH	.00	20,146.00	.00	10,073.00	10,073.00	.00
0157233 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
TOTAL PERSONAL SERVICES	63,892.00	51,693.00	.00	25,846.00	25,846.00	.00
30 OPERATING EXPENSES						
0157233 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157233 534000 CONTRACTS	.00	7,350.00	7,500.00	3,750.00	3,750.00	.00
0157233 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0157233 543000 UTILITIES	.00	8,335.00	8,400.00	4,200.00	4,200.00	.00
0157233 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0157233 546000 R&M	.00	4,958.00	4,960.00	2,480.00	2,480.00	.00
0157233 547000 PRINTING	.00	.00	.00	.00	.00	.00
0157233 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157233 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0157233 552000 OPERATING	.00	10,900.00	10,900.00	5,450.00	5,450.00	.00
0157233 553000 ROAD MAT.	.00	.00	.00	.00	.00	.00
0157233 554000 BKS/SBSCR	.00	.00	.00	.00	.00	.00
0157233 555000 TRAINING	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	.00	31,543.00	31,760.00	15,880.00	15,880.00	.00
60 CAPITAL OUTLAY						
0157233 561000 LAND	.00	.00	.00	.00	.00	.00
0157233 562000 BUILDING	.00	.00	.00	.00	.00	.00
0157233 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0157233 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL LEONARD DESTIN PARK	.00	83,236.00	31,760.00	41,726.00	41,726.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarner NEXT YEAR BUDGET LEVELS REPORT

P 48
bgnrypts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157280 YMCA						
10 PERSONAL SERVICES						
0157280 512000 SALARIES	.00	.00	.00	.00	.00	.00
0157280 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157280 521000 FICA	.00	.00	.00	.00	.00	.00
0157280 522000 RET CON	.00	.00	.00	.00	.00	.00
0157280 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	.00	.00	.00	.00	.00	.00
OPERATING EXPENSES						
0157280 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157280 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0157280 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0157280 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157280 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0157280 543000 UTILITIES	.00	.00	.00	.00	.00	.00
0157280 546000 R&M	.00	.00	.00	.00	.00	.00
0157280 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0157280 552000 OPERATING	.00	.00	.00	.00	.00	.00
30 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
TOTAL YMCA	.00	.00	.00	.00	.00	.00

08/09/2018 16:37
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CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY



P 49
bgnrypts

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157283 PARKS						
10 PERSONAL SERVICES						
0157283 512000 REG SAL	173,939.00	204,874.00	.00	231,101.00	231,101.00	.00
0157283 514000 OVERTIME	1,942.00	2,907.00	.00	2,379.00	2,379.00	.00
0157283 521000 FICA	3,473.00	3,940.00	.00	4,268.00	4,268.00	.00
0157283 522000 RETIREMENT	12,687.00	17,008.00	.00	21,717.00	21,717.00	.00
0157283 523000 LIF/HEALTH	64,268.00	100,116.00	.00	82,575.00	82,575.00	.00
0157283 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
TOTAL PERSONAL SERVICES	256,309.00	328,845.00	.00	342,040.00	342,040.00	.00
30 OPERATING EXPENSES						
0157283 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157283 534000 CONT SERV	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
0157283 540000 TRAVEL	600.00	600.00	600.00	600.00	600.00	.00
0157283 543000 UTIL/RECLGT	.00	.00	.00	.00	.00	.00
0157283 543100 UTIL/LLEAG	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157283 544000 RENTS/LEAS	16,000.00	16,529.00	16,529.00	16,529.00	16,529.00	.00
0157283 546000 R&M	52,500.00	60,000.00	60,000.00	60,000.00	60,000.00	.00
0157283 547000 PRINTING	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
0157283 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157283 551000 OFFICE SPL	500.00	500.00	500.00	500.00	500.00	.00
0157283 552000 OPERATING	59,241.00	59,241.00	59,241.00	59,241.00	59,241.00	.00
0157283 553000 RD SUPPLY	.00	.00	.00	.00	.00	.00
0157283 554000 BKS/MBRSH	200.00	200.00	200.00	200.00	200.00	.00
0157283 555000 TRAINING	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	.00
TOTAL OPERATING EXPENSES	148,091.00	156,120.00	156,120.00	156,120.00	156,120.00	.00
60 CAPITAL OUTLAY						
0157283 561000 LAND	.00	.00	.00	.00	.00	.00
0157283 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0157283 564000 EQUIPMENT	.00	13,795.00	13,000.00	13,000.00	13,000.00	.00
TOTAL CAPITAL OUTLAY	.00	13,795.00	13,000.00	13,000.00	13,000.00	.00
TOTAL PARKS	404,400.00	498,760.00	169,120.00	511,160.00	511,160.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157284	SPORTS COMPLEX						
10	PERSONAL SERVICES						
0157284	512000 REG SAL	264,521.00	297,126.00	.00	266,547.00	266,547.00	.00
0157284	514000 OVERTIME	11,929.00	14,604.00	.00	9,287.00	9,287.00	.00
0157284	521000 FICA	8,048.00	7,465.00	.00	6,916.00	6,916.00	.00
0157284	522000 RETIREMENT	19,766.00	26,432.00	.00	25,543.00	25,543.00	.00
0157284	523000 LIF/HEALTH	70,949.00	113,468.00	.00	86,243.00	86,243.00	.00
0157284	525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES	375,213.00	459,095.00	.00	394,536.00	394,536.00	.00
60	TOTAL OPERATING EXPENSES						
0157284	531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157284	534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0157284	534002 SPORTS OFF	37,390.00	37,390.00	37,390.00	37,390.00	37,390.00	.00
0157284	535000 INVESTIG	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	.00
0157284	540000 TRAVEL	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	.00
0157284	541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157284	542000 FRGT/POSTG	750.00	750.00	750.00	750.00	750.00	.00
0157284	543000 UTILITIES	33,500.00	35,000.00	35,000.00	35,000.00	35,000.00	.00
0157284	544000 RENTS/LEAS	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	.00
0157284	546000 R&M	36,185.00	36,185.00	36,185.00	36,185.00	36,185.00	.00
0157284	546001 R&M/VEH	880.00	880.00	880.00	880.00	880.00	.00
0157284	547000 PRINTING	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157284	548000 PROMOTIONS	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	.00
0157284	549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157284	551000 OFFICE SPL	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157284	552000 OPERATING	38,726.00	39,326.00	39,326.00	39,326.00	39,326.00	.00
0157284	552001 OPR/LEAGUE	18,162.85	18,200.00	18,200.00	18,200.00	18,200.00	.00
0157284	553000 RD SUPPLY	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157284	554000 BKS/SBSCRPT	620.00	620.00	620.00	620.00	620.00	.00
0157284	555000 TRAINING	3,260.00	2,335.00	2,335.00	2,335.00	2,335.00	.00
60	TOTAL OPERATING EXPENSES	194,423.85	195,636.00	195,636.00	195,636.00	195,636.00	.00
60	CAPITAL OUTLAY						
0157284	563000 INFRASTRUC	3,000.00	3,000.00	233,000.00	113,000.00	113,000.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 51
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157284	564000	EQUIPMENT	7,000.00	29,000.00	42,500.00	28,500.00	.00
		TOTAL CAPITAL OUTLAY	10,000.00	32,000.00	141,500.00	141,500.00	.00
		TOTAL SPORTS COMPLEX	579,636.85	686,731.00	731,672.00	731,672.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL

P 52
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

NEXT YEAR BUDGET LEVELS REPORT

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0157285	RECREATION						
10	PERSONAL SERVICES						
0157285	512000 REG SAL	139,895.00	139,900.00	.00	106,368.00	106,368.00	.00
0157285	514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157285	521000 FICA	3,506.00	3,839.00	.00	3,081.00	3,081.00	.00
0157285	522000 RETIREMENT	12,551.00	11,064.00	.00	9,046.00	9,046.00	.00
0157285	523000 LIF/HEALTH	36,037.00	37,564.00	.00	28,186.00	28,186.00	.00
0157285	525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30	TOTAL PERSONAL SERVICES	201,989.00	192,367.00	.00	146,681.00	146,681.00	.00
0157285	OPERATING EXPENSES						
0157285	531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157285	534000 CONTRACTS	.00	25,000.00	25,000.00	25,000.00	25,000.00	.00
0157285	534002 SPORTS OFF	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0157285	535000 INVESTIG	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157285	540000 TRAVEL	4,122.00	4,122.00	4,122.00	4,122.00	4,122.00	.00
0157285	541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157285	542000 FRGT/POSTG	1,200.00	1,200.00	1,500.00	1,500.00	1,500.00	.00
0157285	543000 UTILITIES	.00	.00	.00	.00	.00	.00
0157285	544000 RENTS/LEAS	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	.00
0157285	546000 R&M	16,220.00	23,220.00	48,220.00	48,220.00	48,220.00	.00
0157285	547000 PRINTING	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157285	548000 PROMOTIONS	1,980.00	1,980.00	1,980.00	1,980.00	1,980.00	.00
0157285	549000 OTHER CHGS	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	.00
0157285	551000 OFFICE SPL	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0157285	552000 OPERATING	35,837.00	36,757.00	36,757.00	36,757.00	36,757.00	.00
0157285	552000 RC705 OPERATING	.00	.00	.00	.00	.00	.00
0157285	552001 OPR/LEAGUE	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00	.00
0157285	553000 RD SUPPLY	272.00	272.00	272.00	272.00	272.00	.00
0157285	554000 BKS/SBSCR	1,830.00	1,830.00	1,830.00	1,830.00	1,830.00	.00
0157285	555000 TRAINING	4,363.00	4,363.00	4,363.00	4,363.00	4,363.00	.00
60	TOTAL OPERATING EXPENSES	86,124.00	119,044.00	144,344.00	144,344.00	144,344.00	.00
	CAPITAL OUTLAY						
0157285	561000 LAND	.00	.00	.00	.00	.00	.00

08/09/2018 16:37
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CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 53
bgnyrpts

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157285 562000 BUILDING	.00	7,000.00	7,000.00	7,000.00	7,000.00	.00
0157285 563000 INFRASTRUC	.00	.00	59,481.00	.00	.00	.00
0157285 564000 EQUIPMENT	7,000.00	16,500.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	7,000.00	23,500.00	66,481.00	7,000.00	7,000.00	.00
TOTAL RECREATION	285,113.00	334,911.00	210,825.00	298,025.00	298,025.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 54
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0157289	RECREATION CIP						
60	CAPITAL OUTLAY						
0157289	565000 RC171 CONSTRUCT	2,000,000.00	.00	.00	.00	.00	.00
0157289	565031 RC466 CIP PROF	.00	.00	.00	.00	.00	.00
0157289	565034 RC466 CIP CONT	.00	.00	.00	.00	.00	.00
0157289	565034 RC703 CIP CONT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY		2,007,000.00	.00	.00	.00	.00	.00
TOTAL RECREATION CIP		2,000,000.00	.00	.00	.00	.00	.00

08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY



P 55
bgnyrpts

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157291 BEACH OPERATIONS						
10 PERSONAL SERVICES						
0157291 512000 SALARIES	109,543.00	212,470.00	212,470.00	145,759.00	145,759.00	.00
0157291 514000 OVERTIME	.00	.00	.00	5,094.00	5,094.00	.00
0157291 521000 FICA	5,325.00	5,888.00	5,888.00	2,817.00	2,817.00	.00
0157291 522000 RET CON	5,435.00	20,531.00	20,531.00	13,291.00	13,291.00	.00
0157291 523000 LIF/HEALTH	14,602.00	68,495.00	68,495.00	67,181.00	67,181.00	.00
0157291 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
TOTAL PERSONAL SERVICES	2,141,905.00	307,384.00	307,384.00	234,142.00	234,142.00	.00
30 OPERATING EXPENSES						
0157291 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157291 534000 CONTRACTS	8,500.00	21,500.00	21,500.00	21,500.00	21,500.00	.00
0157291 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0157291 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157291 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0157291 543000 UTILITIES	11,574.00	20,000.00	20,000.00	13,666.00	13,666.00	.00
0157291 544000 RENTIS/LEAS	3,000.00	950.00	950.00	950.00	950.00	.00
0157291 545000 RM INSUR	13,426.00	13,426.00	13,426.00	13,904.00	13,904.00	.00
0157291 546000 R&M	72,624.00	65,140.00	65,140.00	72,624.00	72,624.00	.00
0157291 547000 PRINTING	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	.00
0157291 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0157291 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157291 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0157291 552000 OPERATING	50,108.00	61,500.00	61,500.00	67,015.00	67,015.00	.00
0157291 553000 ROAD MAT.	500.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157291 554000 BKS/SBSCRPT	.00	.00	.00	.00	.00	.00
0157291 555000 TRAINING	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	161,077.00	185,861.00	185,861.00	193,004.00	193,004.00	.00
60 CAPITAL OUTLAY						
0157291 561000 LAND	.00	.00	.00	.00	.00	.00
0157291 562000 BUILDING	.00	.00	.00	.00	.00	.00
0157291 563000 INFRASTRUC	51,432.00	27,380.00	22,400.00	27,380.00	27,380.00	.00
0157291 564000 EQUIPMENT	24,000.00	.00	.00	.00	.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
TOTAL CAPITAL OUTLAY	75,432.00	27,380.00	22,400.00	27,380.00	27,380.00	.00
TOTAL BEACH OPERATIONS	371,414.00	520,625.00	515,645.00	454,526.00	454,526.00	.00

08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 57
bgnyrpts

FOR PERIOD 99



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157486 SPECIAL EVENTS						
30 OPERATING EXPENSES						
0157486 531000 PROF SERV	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0157486 534000 CONTRACTS	33,500.00	35,000.00	38,000.00	38,000.00	38,000.00	.00
0157486 544000 RENTS/LEAS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0157486 546000 R&M	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
0157486 547000 PRINTING	400.00	400.00	400.00	400.00	400.00	.00
0157486 548000 PROMOTIONS	8,250.00	8,250.00	8,250.00	8,250.00	8,250.00	.00
0157486 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157486 552000 OPERATING	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0157486 554000 BKS/SBSCR	500.00	500.00	500.00	500.00	500.00	.00
0157486 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	128,082.00	54,150.00	57,150.00	57,150.00	57,150.00	.00
60 CAPITAL OUTLAY						
0157486 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
80 TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
80 GRANTS & AIDS						
0157486 582000 CONTRIBUTE	.00	.00	.00	.00	.00	.00
TOTAL GRANTS & AIDS	.00	.00	.00	.00	.00	.00
TOTAL SPECIAL EVENTS	52,650.00	54,150.00	57,150.00	57,150.00	57,150.00	.00



08/09/2018 16:37
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CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 58
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0157587	COMMUNITY CENTER						
10	PERSONAL SERVICES						
0157587	512000 REG SAL	254,515.00	248,646.00	.00	291,112.00	291,112.00	.00
0157587	514000 OVERTIME	2,730.00	3,031.00	.00	3,985.00	3,985.00	.00
0157587	521000 FICA	6,279.00	6,265.00	.00	6,967.00	6,967.00	.00
0157587	522000 RETIREMENT	24,609.00	24,959.00	.00	28,418.00	28,418.00	.00
0157587	523000 LIF/HEALTH	82,362.00	90,310.00	.00	83,635.00	83,635.00	.00
30	TOTAL PERSONAL SERVICES OPERATING EXPENSES	370,495.00	373,211.00	.00	414,117.00	414,117.00	.00
0157587	531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157587	534000 CONTRACTS	17,000.00	19,000.00	19,000.00	19,000.00	19,000.00	.00
0157587	535000 INVESTIG	1,200.00	1,800.00	1,800.00	1,800.00	1,800.00	.00
0157587	540000 TRAVEL	700.00	700.00	700.00	700.00	700.00	.00
0157587	541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157587	542000 FRGT/POSTG	400.00	400.00	400.00	400.00	400.00	.00
0157587	543000 UTILITIES	45,000.00	47,000.00	47,000.00	47,000.00	47,000.00	.00
0157587	544000 RENTS/LEAS	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0157587	546000 R&M	44,000.00	44,000.00	44,000.00	44,000.00	44,000.00	.00
0157587	546002 R&M/VEH	.00	.00	.00	.00	.00	.00
0157587	547000 PRINTING	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157587	548000 PROMOTIONS	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0157587	549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157587	549500 OTHR/FRAUD	.00	.00	.00	.00	.00	.00
0157587	551000 OFFICE SPL	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	.00
0157587	552000 OPERATING	27,500.00	28,700.00	28,700.00	28,700.00	28,700.00	.00
0157587	554000 BKS/SBSCR	750.00	750.00	750.00	750.00	750.00	.00
0157587	555000 TRAINING	900.00	900.00	900.00	900.00	900.00	.00
60	TOTAL OPERATING EXPENSES CAPITAL OUTLAY	153,550.00	159,350.00	159,350.00	159,350.00	159,350.00	.00
0157587	562000 BUILDING	.00	.00	.00	.00	.00	.00
0157587	563000 INFRASTRUC	43,000.00	108,629.00	108,350.00	108,350.00	108,350.00	.00
0157587	564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	43,000.00	108,629.00	108,350.00	108,350.00	108,350.00	.00
	TOTAL COMMUNITY CENTER	567,045.00	641,190.00	267,700.00	681,817.00	681,817.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 59
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158024	FACILITY MAINT R&R						
30	OPERATING EXPENSES						
0158024	546000 R&M	.00	.00	.00	.00	.00	.00
	TOTAL OPERATING EXPENSES	43,000.00	.00	.00	.00	.00	.00
	TOTAL FACILITY MAINT R&R	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 60
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158060	PUBLIC WORKS REPAIR & REPLACE						
30	OPERATING EXPENSES						
0158060	546000 R&M	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES		43,000.00	.00	.00	.00	.00	.00
TOTAL PUBLIC WORKS REPAIR &		.00	.00	.00	.00	.00	.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 61
bgnyrpts

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158061	STORMWATER R&R						
30	OPERATING EXPENSES						
0158061	546000 STRMWTR RR	.00	.00	.00	.00	.00	.00
	TOTAL OPERATING EXPENSES	43,000.00	.00	.00	.00	.00	.00
	TOTAL STORMWATER R&R	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 62
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
0158080	LIBRARY REPAIR & REPLACEMENT						
30	OPERATING EXPENSES						
0158080	546000 LIBRY R&R	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES		43,000.00	.00	.00	.00	.00	.00
TOTAL LIBRARY REPAIR & REPLA		.00	.00	.00	.00	.00	.00



P 63
bgnvzpts

08/09/2018 16:37
bfarmer

PROJECTION: 2019 FY 2019 BUDGET ENTRY

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158085	RECREATION R&R						
30	OPERATING EXPENSES						
0158085	546000 REC R&R	.00	.00	.00	.00	.00	.00
60	TOTAL OPERATING EXPENSES	43,000.00	.00	.00	.00	.00	.00
	CAPITAL OUTLAY						
0158085	564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
	TOTAL RECREATION R&R	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfiarner NEXT YEAR BUDGET LEVELS REPORT

P 64
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158087 COMM CENTER R&R						
30 OPERATING EXPENSES						
0158087 546000 R&M	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
TOTAL COMM CENTER R&R	.00	.00	.00	.00	.00	.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 65
bgnvrypts

FOR PERIOD 99



GENERAL FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158090 REPAIR & REPLACEMENT						
30 OPERATING EXPENSES						
0158090 546000 R&M	.00	.00	60,000.00	60,000.00	60,000.00	.00
TOTAL OPERATING EXPENSES	.00	.00	60,000.00	60,000.00	60,000.00	.00
90 OTHER USES						
0158090 599000 CONTING	.00	.00	80,000.00	.00	30,000.00	.00
TOTAL OTHER USES	.00	.00	80,000.00	.00	30,000.00	.00
TOTAL REPAIR & REPLACEMENT	.00	.00	140,000.00	60,000.00	90,000.00	.00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
0158188	INTERFUND TRANSFERS						
90	OTHER USES						
0158188	591000	4,635,360.00	2,679,698.00	.00	5,778,901.00	5,783,901.00	.00
0158188	591102	197,032.00	130,015.00	.00	69,185.00	69,185.00	.00
0158188	591110	.00	.00	.00	.00	.00	.00
0158188	591310	678,339.00	654,000.00	.00	703,000.00	703,000.00	.00
TOTAL OTHER USES		5,510,731.00	3,463,713.00	.00	6,551,086.00	6,556,086.00	.00
TOTAL INTERFUND TRANSFERS		5,510,731.00	3,463,713.00	.00	6,551,086.00	6,556,086.00	.00
TOTAL GENERAL FUND		2,391,018.85	-112,270.00	-8,252,596.00	.00	.00	.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 67
bgnyrpts

FOR PERIOD 99



SPECIAL REVENUE FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
101300 REVENUE						
31 TAXES						
101300 315000 TELECOMM	-926,783.00	-954,500.00	.00	-923,987.00	-923,987.00	.00
32 TOTAL TAXES	-926,783.00	-954,500.00	.00	-923,987.00	-923,987.00	.00
PERMITS, FEES, ASMNTS						
101300 323100 ELEC FRAN	.00	.00	.00	.00	.00	.00
33 TOTAL PERMITS, FEES, ASMNTS	.00	.00	.00	.00	.00	.00
INTERGOVERNMENTAL RE						
101300 335180 1/2 CENT	-1,218,157.00	-1,230,000.00	.00	-1,277,124.00	-1,277,124.00	.00
36 TOTAL INTERGOVERNMENTAL RE	-1,218,157.00	-1,230,000.00	.00	-1,277,124.00	-1,277,124.00	.00
MISC REVENUE						
101300 361100 INTEREST	-200.00	-200.00	.00	-300.00	-300.00	.00
101300 369000 MISC REV	.00	.00	.00	.00	.00	.00
38 TOTAL MISC REVENUE	-200.00	-200.00	.00	-300.00	-300.00	.00
OTHER SOURCES						
101300 381000 TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
TOTAL REVENUE	-2,145,140.00	-2,184,700.00	.00	-2,201,411.00	-2,201,411.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 68
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

SPECIAL REVENUE FUND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
10151325 SPEC REVENUE ADMINISTRATIVE							
30	OPERATING EXPENSES						
10151325	549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES		.00	.00	.00	.00	.00	.00
TOTAL SPEC REVENUE ADMINISTR		.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 69
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

SPECIAL REVENUE FUND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
10158188 INTERFUND TRANSFER							
90 OTHER USES							
10158188 591000	TRSR DEBT	559,041.00	558,324.00	.00	557,586.00	557,586.00	.00
10158188 591001	TRSR GEN	1,586,099.00	1,626,376.00	.00	1,643,825.00	1,643,825.00	.00
TOTAL OTHER USES		2,145,140.00	2,184,700.00	.00	2,201,411.00	2,201,411.00	.00
TOTAL INTERFUND TRANSFER		2,145,140.00	2,184,700.00	.00	2,201,411.00	2,201,411.00	.00
TOTAL SPECIAL REVENUE FUND		.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarner NEXT YEAR BUDGET LEVELS REPORT

P 70
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

CRA TOWNCENTER		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
102300	COMMUNITY REDEVELOPMENT AGENCY						
31	TAXES						
102300	311101 TIFF/CNTY	-427,589.00	-495,870.00	.00	-556,902.00	-556,902.00	.00
102300	311102 TIFF/CITY	-201,281.00	-209,051.00	.00	-234,780.00	-234,780.00	.00
33	TOTAL TAXES	-628,870.00	-704,921.00	.00	-791,682.00	-791,682.00	.00
	INTERGOVERNMENTAL RE						
102300	334490 EN614 FDOT	.00	.00	.00	.00	.00	.00
102300	337400 EN614 LCL GOV'T	.00	.00	.00	.00	.00	.00
36	TOTAL INTERGOVERNMENTAL RE	.00	.00	.00	.00	.00	.00
	MISC REVENUE						
102300	361100 INTEREST	-100.00	-100.00	.00	-100.00	-100.00	.00
102300	361300 NET INC	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	-100.00	-100.00	.00	-100.00	-100.00	.00
	OTHER SOURCES						
102300	381000 TRANSFERS	.00	.00	.00	.00	.00	.00
102300	384000 LOAN PROCE	.00	.00	.00	.00	.00	.00
	TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
	TOTAL COMMUNITY REDEVELOPMEN	-628,970.00	-705,021.00	.00	-791,782.00	-791,782.00	.00

08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY



P 71
bgnyrpts

FOR PERIOD 99

CRA TOWNCENTER	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
10255231 CRA TOWNCENTER						
10 PERSONAL SERVICES						
10255231 512000 REG SAL	7,740.00	8,861.00	.00	9,222.00	9,222.00	.00
10255231 514000 OVERTIME	.00	.00	.00	.00	.00	.00
10255231 521000 FICA	102.00	102.00	.00	102.00	102.00	.00
10255231 522000 RETIREMENT	968.00	1,108.00	.00	1,153.00	1,153.00	.00
10255231 523000 LIF/HEALTH	4,032.00	3,786.00	.00	4,124.00	4,124.00	.00
TOTAL PERSONAL SERVICES	12,842.00	13,857.00	.00	14,601.00	14,601.00	.00
30 OPERATING EXPENSES						
10255231 531000 PROF SERV	.00	.00	.00	.00	.00	.00
10255231 534000 CONTRACTS	43,788.00	60,210.00	60,210.00	60,210.00	60,210.00	.00
10255231 540000 TRAVEL	.00	.00	.00	.00	.00	.00
10255231 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
10255231 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
10255231 543000 UTILITIES	9,000.00	13,000.00	13,000.00	13,000.00	13,000.00	.00
10255231 546000 R&M	13,800.00	13,800.00	13,800.00	13,800.00	13,800.00	.00
10255231 546001 R&M	.00	.00	.00	.00	.00	.00
10255231 547000 PRINTING	.00	.00	.00	.00	.00	.00
10255231 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
10255231 549000 OTHER CHGS	2,500.00	2,200.00	2,200.00	2,200.00	2,200.00	.00
10255231 551000 OFFICE SPL	.00	.00	1,000.00	.00	.00	.00
10255231 552000 OPERATING	.00	1,000.00	.00	1,000.00	1,000.00	.00
10255231 554000 BKS/SBSCR	.00	336.00	.00	335.00	335.00	.00
10255231 555000 TRAINING	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	69,088.00	90,546.00	90,210.00	90,545.00	90,545.00	.00
60 CAPITAL OUTLAY						
10255231 563000 INFRASTRUC	.00	.00	.00	25,000.00	25,000.00	.00
10255231 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	25,000.00	25,000.00	.00
90 OTHER USES						
10255231 599000 CONTING	.00	.00	.00	.00	.00	.00



PROJECTION: 2019

FY 2019 BUDGET ENTRY

FOR PERIOD 99

CRA TOWNCENTER	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL CRA TOWNCENTER	81,930.00	104,403.00	90,210.00	130,146.00	130,146.00	.00



CRA TOWNCENTER	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
10255252 CRA TOWNCENTER CIP'S						
60 CAPITAL OUTLAY						
10255252 561000 CRT61 LAND	.00	.00	.00	.00	.00	.00
10255252 565000 CRT61 CONSTRUCT	.00	.00	.00	.00	.00	.00
10255252 565031 CRT61 PROF SERV	.00	.00	.00	.00	.00	.00
10255252 565034 CRT61 CIP/MAINST	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL CRA TOWNCENTER CIP'S	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfiarner NEXT YEAR BUDGET LEVELS REPORT

P 74
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

CRA TOWNCENTER		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
10258188 CRA TC INTERFUND TRSFERS							
90 OTHER USES							
10258188 591000	DS INTF TR	730,453.00	600,618.00	730,821.00	730,821.00	730,821.00	.00
10258188 591102	INTRFND TR	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES		730,453.00	600,618.00	730,821.00	730,821.00	730,821.00	.00
TOTAL CRA TC INTERFUND TRSFR		730,453.00	600,618.00	730,821.00	730,821.00	730,821.00	.00
TOTAL CRA TOWNCENTER		183,413.00	.00	821,031.00	69,185.00	69,185.00	.00

HARBOR CRA FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
110300 HARBOR CRA FUND						
31 TAXES						
110300 311101 TIFE/CNTY	-267,281.00	-270,838.00	.00	-298,055.00	-298,055.00	.00
110300 311102 TIFE/CITY	-267,281.00	-270,838.00	.00	-298,055.00	-298,055.00	.00
36 TOTAL TAXES	-534,562.00	-541,676.00	.00	-596,110.00	-596,110.00	.00
36 MISC REVENUE						
110300 361100 INTEREST	-300.00	-200.00	.00	-200.00	-200.00	.00
38 TOTAL MISC REVENUE	-300.00	-200.00	.00	-200.00	-200.00	.00
38 OTHER SOURCES						
110300 381000 TRANSFERS	.00	.00	.00	.00	.00	.00
110300 384000 HRBR LOAN	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
TOTAL HARBOR CRA FUND	-534,862.00	-541,876.00	.00	-596,310.00	-596,310.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfiarner NEXT YEAR BUDGET LEVELS REPORT

P 76
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

HARBOR CRA FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
11055235 HARBOR CRA FUND						
10 PERSONAL SERVICES						
11055235 512000 REG SAL	61,072.00	56,251.00	.00	58,525.00	58,525.00	.00
11055235 514000 OVERTIME	.00	.00	.00	.00	.00	.00
11055235 521000 FICA	1,313.00	446.00	.00	460.00	460.00	.00
11055235 522000 RETIREMENT	6,146.00	7,031.00	.00	7,316.00	7,316.00	.00
11055235 523000 LIF/HEALTH	7,531.00	8,655.00	.00	8,991.00	8,991.00	.00
30 TOTAL PERSONAL SERVICES TOTAL OPERATING EXPENSES	76,062.00	72,383.00	.00	75,292.00	75,292.00	.00
11055235 531000 PROF SERV	.00	.00	.00	.00	.00	.00
11055235 534000 CONTRACTS	10,260.00	13,702.00	13,702.00	13,702.00	13,702.00	.00
11055235 541000 TRAVEL	.00	.00	.00	.00	.00	.00
11055235 542000 COMMUNICAT	.00	.00	.00	.00	.00	.00
11055235 543000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
11055235 544000 UTILITIES	9,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
11055235 545000 RENTS/LEAS	.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
11055235 546000 RM INSUR	.00	.00	.00	.00	.00	.00
11055235 547000 R&M	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00	.00
11055235 548000 R&M	.00	.00	.00	.00	.00	.00
11055235 549000 PRINTING	.00	.00	.00	.00	.00	.00
11055235 551000 PROMOTIONS	.00	.00	.00	.00	.00	.00
11055235 552000 OTHER CHGS	.00	.00	.00	.00	5,000.00	.00
11055235 553000 OFFICE SPL	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
11055235 554000 OPERATING	.00	.00	.00	.00	.00	.00
11055235 555000 RD SUPPLY	.00	336.00	.00	335.00	335.00	.00
11055235 556000 BKS/SBSCR	.00	.00	.00	.00	.00	.00
11055235 557000 TRAINING	.00	.00	.00	.00	.00	.00
90 TOTAL OPERATING EXPENSES OTHER USES	32,760.00	38,038.00	37,702.00	38,037.00	43,037.00	.00
11055235 599000 CONTING	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL HARBOR CRA FUND	108,822.00	110,421.00	37,702.00	113,329.00	118,329.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 77
bgnyzpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

HARBOR CRA FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
11055236 CRA HARBOR CIP'S						
30 OPERATING EXPENSES						
11055236 534000 CRH36 CONTRACTS	.00	.00	.00	.00	.00	.00
11055236 546001 R&M	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY						
11055236 561000 CRH61 LAND	.00	.00	.00	.00	.00	.00
11055236 561000 CRH62 LAND	.00	.00	.00	.00	.00	.00
11055236 565000 CH614 CONSTRUCT	.00	.00	.00	.00	.00	.00
11055236 565000 CH625 CONSTRUCT	.00	.00	.00	.00	.00	.00
11055236 565000 CRH62 CIP CONT	.00	.00	.00	.00	.00	.00
11055236 565000 CRH63 CONSTRUCT	.00	.00	.00	.00	.00	.00
11055236 565000 PW622 CONSTRUCT	.00	.00	.00	.00	.00	.00
11055236 565031 CH625 PROF SERV	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL CRA HARBOR CIP'S	.00	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 78
bgnypts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

HARBOR CRA FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
11058188 HARBOR CRA INTERFUND TRANSFERS						
90 OTHER USES						
11058188 591000 INTFND TRS	468,666.00	431,455.00	475,833.00	475,833.00	475,833.00	.00
TOTAL OTHER USES	468,666.00	431,455.00	475,833.00	475,833.00	475,833.00	.00
TOTAL HARBOR CRA INTERFUND T	468,666.00	431,455.00	475,833.00	475,833.00	475,833.00	.00
TOTAL HARBOR CRA FUND	42,626.00	.00	513,535.00	-7,148.00	-2,148.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 79
bgmyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

IMPACT/SPEC ASSMNTS		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
151300	IMPACT FEE REVENUE						
32	PERMITS, FEES, ASMNTS						
151300	324100 POLICE IMP	-2,000.00	-2,000.00	.00	-5,000.00	-5,000.00	.00
151300	324200 NPEB	-10,000.00	-10,000.00	.00	-10,000.00	-10,000.00	.00
151300	324200 TR618	.00	.00	.00	.00	.00	.00
151300	324300 TRAF IMP	-100,000.00	-100,000.00	.00	-250,000.00	-250,000.00	.00
151300	324600 LIB IMP	-10,000.00	-10,000.00	.00	-20,000.00	-20,000.00	.00
151300	324601 REC IMP	-28,000.00	-28,000.00	.00	-50,000.00	-50,000.00	.00
151300	325100 MULTIMODEL	-5,000.00	-50,000.00	.00	.00	.00	.00
36	TOTAL PERMITS, FEES, ASMNTS	-155,000.00	-200,000.00	.00	-335,000.00	-335,000.00	.00
151300	MISC REVENUE						
151300	361100 INTEREST	-1,100.00	-1,500.00	.00	-2,000.00	-2,000.00	.00
151300	369100 OVER/UNDER	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	-1,100.00	-1,500.00	.00	-2,000.00	-2,000.00	.00
	OTHER SOURCES						
151300	381000 TRANSFERS	.00	.00	.00	.00	.00	.00
151300	383000 CAP LEASE	.00	.00	.00	.00	.00	.00
	TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
	TOTAL IMPACT FEE REVENUE	-156,100.00	-201,500.00	.00	-337,000.00	-337,000.00	.00



IMPACT/SPEC ASSMNTS

	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
15151110 CITY COUNCIL						
90 OTHER USES						
15151110 599000 CPTL RSRV	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL CITY COUNCIL	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 81
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

IMPACT/SPEC ASSMNTS		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
15151920	OTHER GOV SERVICES						
30	OPERATING EXPENSES						
15151920	549000 OTHER CHGS	.00	.00	.00	290,000.00	290,000.00	.00
	TOTAL OPERATING EXPENSES	.00	.00	.00	290,000.00	290,000.00	.00
	TOTAL OTHER GOV SERVICES	.00	.00	.00	290,000.00	290,000.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 82
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

IMPACT/SPEC ASSMNTS

2019
COUNCIL

2019
CITY MGR

2019
BUD COMM.

2019
DEPARTMENT

2018
REVISED BUD

2017
REVISED BUD

15153952 PHYSICAL ENVIRONMENT

30 OPERATING EXPENSES

15153952 546000 R&M .00 .00 .00 .00 .00

60 TOTAL OPERATING EXPENSES .00 .00 .00 .00 .00
CAPITAL OUTLAY

15153952 565000 PE903 CONSTRUCT .00 .00 .00 .00 .00

TOTAL CAPITAL OUTLAY .00 .00 .00 .00 .00
TOTAL PHYSICAL ENVIRONMENT .00 .00 .00 .00 .00



PROJECTION: 2019 FY 2019 BUDGET ENTRY

IMPACT/SPEC ASSMNTS		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
15157283 PARKS/REC							
30	OPERATING EXPENSES						
15157283 552000	OPERATING	.00	.00	.00	.00	.00	.00
60	TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
	CAPITAL OUTLAY						
15157283 563000	INFRASTRUC	.00	.00	.00	.00	.00	.00
15157283 564000	EQUIPMENT	.00	100,000.00	.00	.00	.00	.00
	TOTAL CAPITAL OUTLAY	.00	100,000.00	.00	.00	.00	.00
	TOTAL PARKS/REC	.00	100,000.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 84
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

IMPACT/SPEC ASSMNTS		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
15157284 MORGANS SPORTS COMPLEX							
60 CAPITAL OUTLAY							
15157284 563000	INFRASTRUC	.00	.00	.00	50,000.00	50,000.00	.00
15157284 564000	EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY		.00	.00	.00	50,000.00	50,000.00	.00
TOTAL MORGANS SPORTS COMPLEX		.00	.00	.00	50,000.00	50,000.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 85
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

IMPACT/SPEC ASSMNTS		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
15158188 FUND TRANSFRS							
90	OTHER USES						
15158188 591000	TRANSFRS	202,927.00	.00	.00	.00	.00	.00
	TOTAL OTHER USES	202,927.00	.00	.00	.00	.00	.00
	TOTAL FUND TRANSFRS	202,927.00	.00	.00	.00	.00	.00
	TOTAL IMPACT/SPEC ASSMNTS	46,827.00	-101,500.00	.00	3,000.00	3,000.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 86
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2002 BOND D/S FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
202300 2002 DEBT SERVICE REVENUE						
36 MISC REVENUE						
202300 361100 INTEREST	.00	.00	.00	.00	.00	.00
202300 361300 NET INC	.00	.00	.00	.00	.00	.00
38 TOTAL MISC REVENUE	.00	.00	.00	.00	.00	.00
OTHER SOURCES						
202300 381000 TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
TOTAL 2002 DEBT SERVICE REVE	.00	.00	.00	.00	.00	.00



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P 87
bgnvyrpts

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

08/09/2018 16:37
bfarmer

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2002 BOND D/S FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
20251728 2002 BOND DEBT SERVICE						
70 DEBT SERVICE						
20251728 571002 02 PRINC	.00	.00	.00	.00	.00	.00
20251728 572002 02 INT	.00	.00	.00	.00	.00	.00
20251728 573000 02 OTHR	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE	.00	.00	.00	.00	.00	.00
TOTAL 2002 BOND DEBT SERVICE	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarner

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 88
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2002 BOND D/S FUND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
20258188 INTERFUND TRANSFER						
90 OTHER USES						
20258188 591000 INTFND TRS	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL INTERFUND TRANSFER	.00	.00	.00	.00	.00	.00
TOTAL 2002 BOND D/S FUND	.00	.00	.00	.00	.00	.00

08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 89
bgnyrpts

FOR PERIOD 99

2005 CRA TAX INCREMENT BOND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
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205300	REVENUE					
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36	MISC REVENUE					
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205300	361100	INTEREST	.00	.00	.00	.00
205300	361300	CD INT	.00	.00	.00	.00

38	TOTAL MISC REVENUE	.00	.00	.00	.00	.00
	OTHER SOURCES					

205300	381102	INTERFUND	.00	.00	.00	.00
205300	384000	BOND PROCD	.00	.00	.00	.00

	TOTAL OTHER SOURCES	.00	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	.00	.00	.00



08/09/2018 16:37 CITY of DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 90
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2005 CRA TAX INCREMENT BOND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
20551729 2005 CRA BOND DBT SERVICE						
30 OPERATING EXPENSES						
20551729 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
70 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
DEBT SERVICE						
20551729 571000 2005CRA DS	.00	.00	.00	.00	.00	.00
20551729 572000 2005CRA DS	.00	.00	.00	.00	.00	.00
20551729 573000 2005CRA DS	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE	.00	.00	.00	.00	.00	.00
TOTAL 2005 CRA BOND DBT SERV	.00	.00	.00	.00	.00	.00



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08/09/2018 16:37
bfarmer

CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 91
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2005 CRA TAX INCREMENT BOND	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
20558188 INTERFUND TRANSFER - CRA TC DS						
90 OTHER USES						
20558188 591000 TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL INTERFUND TRANSFER - C	.00	.00	.00	.00	.00	.00
TOTAL 2005 CRA TAX INCREMENT	.00	.00	.00	.00	.00	.00



08/09/2018 16:37
bfarmer

CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 92
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

HRBR CRA NOTE SINKING FND		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
209300	HRBRA CRA REVENUE						
36	MISC REVENUE						
209300	361100 INTEREST	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	.00	.00	.00	.00	.00	.00
	OTHER SOURCES						
209300	381000 TRANSFERS	-466,761.00	-471,202.00	-475,833.00	-475,833.00	-475,833.00	.00
	TOTAL OTHER SOURCES	-466,761.00	-471,202.00	-475,833.00	-475,833.00	-475,833.00	.00
	TOTAL HRBRA CRA REVENUE	-466,761.00	-471,202.00	-475,833.00	-475,833.00	-475,833.00	.00



08/09/2018 16:37
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CITY of DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 93
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

HRBR CRA NOTE SINKING FND		2017	2018	2019	2019	2019	2019
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
20951729 HRBR CRA NOTE DBT SER							
70 DEBT SERVICE							
20951729 571000	PRINCIPAL	313,124.00	326,457.00	340,361.00	340,361.00	340,361.00	.00
20951729 572000	INTEREST	155,771.00	144,745.00	135,473.00	135,472.00	135,472.00	.00
20951729 573000	OTHER COST	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE		2,134.00	471,202.00	475,834.00	475,833.00	475,833.00	.00
TOTAL HRBR CRA NOTE DBT SER		468,895.00	471,202.00	475,834.00	475,833.00	475,833.00	.00
TOTAL HRBR CRA NOTE SINKING		2,134.00	.00	1.00	.00	.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

P 94
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2013 REFINANCING LOAN		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
213	213 DS BALANCE SHEET						
38	OTHER SOURCES						
213	384000 BOND PROCD	.00	.00	.00	.00	.00	.00
	TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
	TOTAL 213 DS BALANCE SHEET	.00	.00	.00	.00	.00	.00

2013 REFINANCING LOAN	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
213300 2013 REFINANCING BOND						
36 MISC REVENUE						
213300 361100 INTEREST	.00	.00	.00	.00	.00	.00
38 TOTAL MISC REVENUE	.00	.00	.00	.00	.00	.00
OTHER SOURCES						
213300 381000 TRANSFERS	-559,040.00	-558,324.00	-557,586.00	-557,586.00	-557,586.00	.00
213300 384000 BOND PROCD	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	-559,040.00	-558,324.00	-557,586.00	-557,586.00	-557,586.00	.00
TOTAL 2013 REFINANCING BOND	-559,040.00	-558,324.00	-557,586.00	-557,586.00	-557,586.00	.00



08/09/2018 16:37
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CITY OF DESTIN, FL

NEXT YEAR BUDGET LEVELS REPORT

P 96
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

2013 REFINANCING LOAN		2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
21351729 213 BOND DEBT SERVICE							
70 DEBT SERVICE							
21351729 571000	PRINCIPAL	358,630.00	368,816.00	379,290.00	379,290.00	379,290.00	.00
21351729 572000	INTEREST	200,410.00	189,508.00	178,297.00	178,296.00	178,296.00	.00
21351729 573000	OTHER COST	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE		.00	558,324.00	557,587.00	557,586.00	557,586.00	.00
TOTAL 213 BOND DEBT SERVICE		559,040.00	558,324.00	557,587.00	557,586.00	557,586.00	.00
TOTAL 2013 REFINANCING LOAN		.00	.00	1.00	.00	.00	.00

08/09/2018 16:37
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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 2019 FY 2019 BUDGET ENTRY

P 97
bgnyrpts

FOR PERIOD 99

CRA TC DEBT SER	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
214300 CRA TC DEBT SER REVENUE						
36 MISC REVENUE						
214300 361100 INTEREST	.00	.00	.00	.00	.00	.00
38 TOTAL MISC REVENUE	.00	.00	.00	.00	.00	.00
OTHER SOURCES						
214300 381000 TRANSFERS	.00	.00	.00	.00	.00	.00
214300 381102 INTERFUND	-730,454.00	-730,634.00	-730,821.00	-730,821.00	-730,821.00	.00
214300 384000 BOND PROCD	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	-730,454.00	-730,634.00	-730,821.00	-730,821.00	-730,821.00	.00
TOTAL CRA TC DEBT SER REVENUE	-730,454.00	-730,634.00	-730,821.00	-730,821.00	-730,821.00	.00



08/09/2018 16:37 CITY OF DESTIN, FL
bfarmer NEXT YEAR BUDGET LEVELS REPORT

P 98
bgnyrpts

PROJECTION: 2019 FY 2019 BUDGET ENTRY

FOR PERIOD 99

CRA TC DEBT SER	2017 REVISED BUD	2018 REVISED BUD	2019 DEPARTMENT	2019 BUD COMM.	2019 CITY MGR	2019 COUNCIL
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21451729 CRA TC DBT SER

70 DEBT SERVICE

21451729 571000	PRINCIPAL	360,236.00	372,700.00	385,596.00	385,596.00	385,596.00	.00
21451729 572000	INTEREST	370,910.00	357,934.00	345,225.00	345,225.00	345,225.00	.00
21451729 573000	OTHER COST	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE		692.00	730,634.00	730,821.00	730,821.00	730,821.00	.00
TOTAL CRA TC DBT SER		731,146.00	730,634.00	730,821.00	730,821.00	730,821.00	.00
TOTAL CRA TC DBT SER		692.00	.00	.00	.00	.00	.00
GRAND TOTAL		2,666,710.85	-213,770.00	-6,918,028.00	65,037.00	70,037.00	.00

** END OF REPORT - Generated by Bragg Farmer **

City of Destin, Florida
2019 Capital Improvements Program by Function

CIP# Title/Description		2019 FUNDING SOURCE							
		FY19 Request	Total FY19	General Fund	Gas Tax	Impact Fees	Grant/ Partnership	CRA	Carryover
TRANSPORTATION & PEDESTRIAN FACILITIES									
PW612	Citywide Streets Resurf. & Reconst. - (Restaurant Row, Stahlman (Kelly - 98, Kelly - Hickory, MMK Blvd)	\$ 580,000	\$ 1,059,810		\$ 580,000 ✓				\$ 479,810
PW612	Citywide Streets Resurf. & Reconst. - (Gulf Shore Dr Parking; Gulf Shore Dr 98 to Sandpiper)	\$ 290,000	\$ 290,000		\$ 290,000 ✓				
EN615	ROW Acquisition Beach to Benning; Legron to Azalea	\$ 2,700,000	\$ 3,383,208			\$ 2,700,000 ✓			\$ 683,208
TR618	Calhoun Ave. Pedestrian Walkway Design	\$ 118,000	\$ 118,000		\$ 118,000 ✓				
CD633	Wayfinding Plan Implementation	\$ 10,000	\$ 15,000			\$ 5,000 ✓		\$ 5,000	\$ 5,000
COMMUNITY REDEVELOPMENT AREAS									
CRT16	Airport Road Landscaping & Design	\$ 12,500	\$ 15,750	\$ 12,500 ✓					\$ 3,250
CRT17	Gulf Power Easement Trail/Linear Park	\$ 5,000	\$ 5,000		\$ 5,000 ✓				\$ 5,000
CRT18	Airport Road curve Redesign and Build	\$ 104,953	\$ 104,953				\$ 104,953 ✓		
CRH63	Capt. Royal Melvin Heritage Park and Plaza	\$ 1,216,530	\$ 1,283,470				\$ 1,216,530 -		\$ 88,989
SUBTOTAL TRANSPORTATION:		\$ 5,036,983	\$ 6,175,238	\$ 12,500	\$ 703,000	\$ 290,000	\$ 4,026,483	\$ 5,000	\$ 1,265,257
RECREATION									
RC124	Playground Renovations - Morgan's	\$ 50,000	\$ 174,276		\$ 50,000 -				\$ 124,276
RC216	Clement Taylor Park Restoration	\$ 729,918	\$ 729,918			\$ 729,918 -			
RC	Capt. Leonard Destin Park Construction	\$ -	\$ -				State Funded		
SUBTOTAL RECREATION:		\$ 779,918	\$ 904,194	\$ -	\$ -	\$ 50,000	\$ 729,918	\$ -	\$ -
PHYSICAL ENVIRONMENT									
SW54	Stormwater System, Main St. (from Planet Dr. to Indian Trl)	\$ 260,000	\$ 260,000	\$ 260,000 ✓					
SUBTOTAL PHYSICAL ENVIRONMENT:		\$ 260,000	\$ 260,000	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL CATEGORIES:		\$ 6,076,901	\$ 7,339,432	\$ 272,500	\$ 703,000	\$ 340,000	\$ 4,756,401	\$ 5,000	\$ 1,265,257

TABLE 1

TAX PRO FORMA

TOWN CENTER - COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

CITY OF MIAMI, FLORIDA																
Year ¹	Annual Tax Base ²	Annual Rate of Growth in Tax Base ³	Increment above Base Year	Billed Tax Revenue on Increment ⁴	Available Tax Revenue on Increment ⁵	Interest Earnings/ (Expense) ⁶	Miscellaneous Grants/Rev.	Total Available Funds	Operating Expenses ⁷	Capital Outlay ⁸	Net Funds Available for Debt Service ⁹	Debt Service ¹⁰	Net Funds Available after Debt Service	Cumulative Net Funds after Debt Service	7100026062 Sept. 30, Year End Bank Balance	710004880 Working Capital Reserve
1998	\$ 94,996,840	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	FY 00 - Loan	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -
1999	\$ 99,168,676	4.4%	\$ 4,171,836	\$ 25,353	\$ 21,505	\$ 758	\$ -	\$ 22,263	\$ 7,146	FY 05 - Bond	\$ 98,700	\$ -	\$ 98,700	\$ 118,700	\$ -	\$ -
2000	\$ 102,391,141	3.2%	\$ 7,394,301	\$ 44,729	\$ 26,635	\$ 1,293	\$ -	\$ 27,929	\$ 10,631		\$ 15,117	\$ -	\$ 15,117	\$ 133,817	\$ -	\$ -
2001	\$ 124,341,313	21.4%	\$ 29,344,473	\$ 177,839	\$ 109,173	\$ 1,550	\$ -	\$ 110,723	\$ 68,547		\$ 17,298	\$ -	\$ 17,298	\$ 151,115	\$ -	\$ -
2002	\$ 133,138,133	7.1%	\$ 38,141,293	\$ 233,634	\$ 219,217	\$ 2,235	\$ -	\$ 221,452	\$ 83,343		\$ 42,176	\$ -	\$ 42,176	\$ 193,291	\$ -	\$ -
2003	\$ 145,362,800	9.2%	\$ 50,365,960	\$ 304,714	\$ 316,588	\$ 3,684	\$ -	\$ 320,272	\$ 96,837	\$ 13,014	\$ 138,109	\$ -	\$ 138,109	\$ 331,400	\$ -	\$ -
2004	\$ 167,388,371	15.2%	\$ 72,391,531	\$ 437,969	\$ 420,151	\$ 19,321	\$ -	\$ 439,473	\$ 170,260	\$ 164,104	\$ 210,421	\$ -	\$ 210,421	\$ 541,821	\$ 484,244	\$ -
2005	\$ 223,653,542	33.61%	\$ 128,656,702	\$ 437,969	\$ 420,151	\$ 19,321	\$ -	\$ 439,473	\$ 170,260	\$ 164,104	\$ 210,421	\$ -	\$ 210,421	\$ 541,821	\$ 484,244	\$ -
2006	\$ 331,824,150	48.37%	\$ 236,827,310	\$ 778,373	\$ 739,454	\$ 43,637	\$ -	\$ 783,091	\$ 83,614	\$ 194,937	\$ 504,540	\$ -	\$ 504,540	\$ 1,151,469	\$ 813,036	\$ -
2007	\$ 342,170,900	3.12%	\$ 247,174,060	\$ 1,136,605	\$ 1,133,377	\$ 95,723	\$ -	\$ 1,659,739	\$ 112,826	\$ 453,926	\$ 1,092,987	\$ -	\$ 1,092,987	\$ 2,244,456	\$ 2,233,928	\$ -
2008	\$ 305,865,087	-10.61%	\$ 210,868,247	\$ 1,186,262	\$ 1,126,949	\$ 60,993	\$ 430,639	\$ 1,659,739	\$ 112,826	\$ 453,926	\$ 1,092,987	\$ -	\$ 1,092,987	\$ 2,244,456	\$ 2,233,928	\$ -
2009	\$ 271,182,544	-11.34%	\$ 176,185,704	\$ 1,002,573	\$ 952,445	\$ 32,200	\$ 755,753	\$ 1,740,398	\$ 65,024	\$ 215,416	\$ 1,459,958	\$ 870,233	\$ 589,725	\$ 1,312,029	\$ 836,107	\$ -
2010	\$ 235,383,015	-13.20%	\$ 140,386,175	\$ 835,984	\$ 815,839	\$ 17,963	\$ 141,713	\$ 975,516	\$ 67,335	\$ 215,416	\$ 1,459,958	\$ 870,233	\$ 589,725	\$ 1,312,029	\$ 904,070	\$ 408,051
2011	\$ 228,586,334	-2.89%	\$ 133,589,494	\$ 692,216	\$ 638,028	\$ 9,433	\$ -	\$ 647,461	\$ 61,515	\$ 215,416	\$ 1,459,958	\$ 870,233	\$ 589,725	\$ 1,312,029	\$ 722,094	\$ 416,526
2012	\$ 194,779,186	-14.79%	\$ 99,782,346	\$ 658,703	\$ 602,175	\$ 4,724	\$ -	\$ 606,899	\$ 62,773	\$ 215,416	\$ 1,459,958	\$ 870,233	\$ 589,725	\$ 1,312,029	\$ 33,680	\$ 420,291
2013	\$ 196,019,068	0.64%	\$ 101,022,228	\$ 492,007	\$ 449,784	\$ 421	\$ 282,492	\$ 732,697	\$ 63,076	\$ 32,241	\$ 669,621	\$ 1,327,193	\$ (657,572)	\$ (987,379)	\$ 5,642	\$ 424,054
2014	\$ 201,762,143	2.93%	\$ 106,765,303	\$ 498,120	\$ 394,045	\$ 330	\$ -	\$ 394,375	\$ 63,585	\$ 32,241	\$ 330,790	\$ 1,178,484	\$ (847,694)	\$ (1,835,072)	\$ 924	\$ 350,207
2015	\$ 213,616,295	5.88%	\$ 118,619,455	\$ 526,438	\$ 504,640	\$ 108	\$ -	\$ 504,748	\$ 59,654	\$ 32,241	\$ 445,094	\$ 434,322	\$ 10,772	\$ (1,835,072)	\$ 30,238	\$ -
2016	\$ 226,188,795	5.89%	\$ 131,191,955	\$ 584,889	\$ 552,089	\$ 98	\$ -	\$ 552,187	\$ 63,665	\$ 32,241	\$ 445,094	\$ 434,322	\$ 10,772	\$ (1,835,072)	\$ 43,588	\$ -
2017	\$ 231,006,246	2.13%	\$ 136,009,406	\$ 661,968	\$ 628,924	\$ 115	\$ -	\$ 629,039	\$ 61,513	\$ 32,241	\$ 567,526	\$ 730,453	\$ (162,927)	\$ (1,979,432)	\$ 77,150	\$ -
2018	\$ 248,023,051	7.37%	\$ 153,026,211	\$ 740,680	\$ 703,646	\$ 100	\$ -	\$ 703,746	\$ 104,403	\$ 32,241	\$ 599,343	\$ 730,633	\$ (131,290)	\$ (2,142,359)	\$ 120,888	\$ -
2019	\$ 260,424,204	5.00%	\$ 165,427,364	\$ 833,350	\$ 791,683	\$ 100	\$ -	\$ 791,783	\$ 130,146	\$ 32,241	\$ 661,637	\$ 730,820	\$ (69,184)	\$ (2,342,833)	\$ -	\$ -
2020	\$ 273,445,414	5.00%	\$ 178,448,574	\$ 900,884	\$ 855,840	\$ (2,343)	\$ -	\$ 853,497	\$ 133,400	\$ 32,241	\$ 720,098	\$ 731,012	\$ (10,915)	\$ (2,353,748)	\$ -	\$ -
2021	\$ 287,117,684	5.00%	\$ 192,120,844	\$ 971,795	\$ 923,205	\$ (2,343)	\$ -	\$ 920,852	\$ 136,735	\$ 32,241	\$ 784,117	\$ 731,212	\$ 52,906	\$ (2,300,842)	\$ -	\$ -
2022	\$ 301,473,569	5.00%	\$ 206,476,729	\$ 1,046,252	\$ 993,939	\$ (2,301)	\$ -	\$ 991,638	\$ 140,153	\$ 32,241	\$ 851,485	\$ 731,418	\$ 120,067	\$ (2,180,775)	\$ -	\$ -
2023	\$ 316,547,247	5.00%	\$ 221,550,407	\$ 1,124,431	\$ 1,068,209	\$ (2,181)	\$ -	\$ 1,066,029	\$ 143,657	\$ 32,241	\$ 922,372	\$ 731,631	\$ 190,741	\$ (1,990,034)	\$ -	\$ -
2024	\$ 332,374,609	5.00%	\$ 237,377,769	\$ 1,206,519	\$ 1,146,193	\$ (1,990)	\$ -	\$ 1,144,203	\$ 147,248	\$ 32,241	\$ 996,955	\$ 731,852	\$ 265,103	\$ (1,724,930)	\$ -	\$ -
2025	\$ 348,993,340	5.00%	\$ 253,996,500	\$ 1,292,712	\$ 1,228,076	\$ (1,725)	\$ -	\$ 1,226,351	\$ 150,929	\$ 32,241	\$ 1,075,422	\$ 732,080	\$ 343,342	\$ (1,381,589)	\$ -	\$ -
2026	\$ 366,443,007	5.00%	\$ 271,446,167	\$ 1,383,214	\$ 1,314,053	\$ (1,382)	\$ -	\$ 1,312,672	\$ 154,703	\$ 32,241	\$ 1,157,969	\$ 732,316	\$ 425,653	\$ (955,936)	\$ -	\$ -
2027	\$ 384,765,157	5.00%	\$ 289,768,317	\$ 1,478,242	\$ 1,404,329	\$ (956)	\$ -	\$ 1,403,374	\$ 158,570	\$ 32,241	\$ 1,244,803	\$ 732,561	\$ 512,243	\$ (443,693)	\$ -	\$ -
2028	\$ 404,003,415	5.00%	\$ 309,006,575	\$ 1,578,020	\$ 1,499,119	\$ (444)	\$ -	\$ 1,498,676	\$ 162,535	\$ 32,241	\$ 1,336,141	\$ 732,814	\$ 603,327	\$ (159,634)	\$ -	\$ -
2029	\$ 424,203,586	5.00%	\$ 329,206,746	\$ 1,682,788	\$ 1,598,649	\$ 160	\$ -	\$ 1,598,808	\$ 166,598	\$ 32,241	\$ 1,432,210	\$ 733,074	\$ 699,136	\$ 858,770	\$ -	\$ -
2030	\$ 445,413,765	5.00%	\$ 350,416,925	\$ 1,792,794	\$ 1,703,154	\$ 859	\$ -	\$ 1,704,013	\$ 170,763	\$ 32,241	\$ 1,533,250	\$ 733,345	\$ 799,905	\$ 1,658,675	\$ -	\$ -
2031	\$ 467,684,453	5.00%	\$ 372,687,613	\$ 1,908,300	\$ 1,812,885	\$ 1,559	\$ -	\$ 1,814,544	\$ 175,032	\$ 32,241	\$ 1,639,512	\$ 733,625	\$ 905,887	\$ 2,564,562	\$ -	\$ -
2032	\$ 491,068,676	5.00%	\$ 396,071,836	\$ 2,029,592	\$ 1,928,103	\$ 2,565	\$ -	\$ 1,930,668	\$ 179,408	\$ 32,241	\$ 1,751,260	\$ 733,915	\$ 1,017,344	\$ 3,581,907	\$ -	\$ -
2033	\$ 515,622,110	5.00%	\$ 420,625,270	\$ 2,156,928	\$ 2,049,082	\$ 3,582	\$ -	\$ 2,052,664	\$ 183,893	\$ 32,241	\$ 1,868,771	\$ 734,215	\$ 1,134,556	\$ 4,716,463	\$ -	\$ -
2034	\$ 541,403,215	5.00%	\$ 446,406,375	\$ 2,290,641	\$ 2,176,109	\$ 4,716	\$ -	\$ 2,180,826	\$ 188,490	\$ 32,241	\$ 1,992,335	\$ 734,525	\$ 1,257,811	\$ 5,974,273	\$ -	\$ -
2035	\$ 568,473,376	5.00%	\$ 473,476,536	\$ 2,431,040	\$ 2,309,488	\$ 5,974	\$ -	\$ 2,315,462	\$ 193,202	\$ 32,241	\$ 2,122,260	\$ 734,845	\$ 1,387,414	\$ 7,361,688	\$ -	\$ -
2036	\$ 596,897,045	5.00%	\$ 501,900,205	\$ 2,578,459	\$ 2,449,536	\$ 7,362	\$ -	\$ 2,456,897	\$ 198,033	\$ 32,241	\$ 2,258,865	\$ 735,177	\$ 1,523,687	\$ 8,885,375	\$ -	\$ -
2037	\$ 626,741,897	5.00%	\$ 531,745,057	\$ 2,733,248	\$ 2,596,586	\$ 8,885	\$ -	\$ 2,605,471	\$ 202,983	\$ 32,241	\$ 2,402,488	\$ 735,521	\$ 1,666,967	\$ 10,552,342	\$ -	\$ -
2038	\$ 658,078,992	5.00%	\$ 563,082,152	\$ 2,895,777	\$ 2,750,988	\$ 10,552	\$ -	\$ 2,761,541	\$ 208,058	\$ 32,241	\$ 2,553,483	\$ -	\$ 2,553,483	\$ 13,105,825	\$ -	\$ -

¹ 1998 is the base year for increment.² Historical taxable values from 1998 to 2009 is from Okaloosa County Tax Appraiser's Office.³ Projected growth in tax base is based on historical trends, known plan, expected growth, and limiting buildout assumptions.⁴ Current millage until 1996 and reduced as listed below rate is¹ 1.8000 City and County 4.2500⁵ Assumes available revenue is : 95% of total revenue on incremental value. In some cases, available tax revenue may be higher due to delinquent collections.⁶ Assumes: 100% of the prior year cumulative revenue balance is invested at 0.10%⁷ Operating expenses thru 2009 from City of Destin. Assumes : 1.00% annual increase after 2009, and 2.50% after 2015.⁸ Historical cash capital outlays - Towncenter CRA⁹ Total Available Revenue less Operating Expenses.¹⁰ Preliminary Schedule of Debt Service (does not include capitalized interest for 2006 and 2007) - provided by Crews and Associates.^{4.1} Beginning 2006 is: City 1.4550 County 3.3443^{4.2} Beginning 2009 is: City 1.4550 County 3.2995^{4.3} Beginning 2010 is: City 1.4550 County 3.2899^{4.4} Beginning 2014 is: City 1.5000 County 3.4308^{4.5} Beginning 2017 is: City 1.6150 County 3.4308^{4.6} Beginning 2018 is: City 1.6150 County 3.8308

TABLE 1
TAX PRO FORMA
HARBOR COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

Year ¹	Annual Tax Base ²	Annual Rate of Growth in Tax Base ³	Increment above Base Year	Billed Tax Revenue on Increment ⁴	Available Tax Revenue on Increment ⁵	Interest Earnings ⁶	Total Available Funds	Operating Expenses ⁷	Capital Outlay ⁸	Net Funds Available for Debt Service ⁹	Preliminary Debt Service ¹⁰	Net Funds Available after Debt Service	Cumulative Net Funds after Debt Service	7100048272 Sept. 30, Year End Bank Balance
2002	\$ 196,250,561	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2003	\$ 206,783,464	5.4%	\$ 10,532,903	\$ 34,021	\$ 60,538	\$ -	\$ 60,538	\$ 73,747	\$ -	\$ (73,747)	\$ -	\$ (73,747)	\$ (73,747)	\$ -
2004	\$ 232,375,736	12.4%	\$ 36,125,175	\$ 116,684	\$ 61,558	\$ -	\$ 61,558	\$ 116,109	\$ 60,578	\$ (116,149)	\$ -	\$ (116,149)	\$ (189,896)	\$ -
2005	\$ 327,330,473	40.9%	\$ 131,079,912	\$ 423,388	\$ 485,336	\$ -	\$ 485,336	\$ 26,875	\$ 7,018	\$ 27,665	\$ -	\$ 27,665	\$ (162,230)	\$ (161,490)
2006	\$ 416,092,616	27.1%	\$ 219,842,055	\$ 1,116,684	\$ 824,356	\$ 3,139	\$ 827,515	\$ 54,274	\$ 20,743	\$ 413,458	\$ -	\$ 413,458	\$ 251,227	\$ 254,349
2007	\$ 457,754,042	10.0%	\$ 261,503,481	\$ 710,090	\$ 649,958	\$ 29,843	\$ 679,801	\$ 95,382	\$ 364,276	\$ 220,143	\$ -	\$ 220,143	\$ 471,370	\$ 560,584
2008	\$ 481,657,016	5.2%	\$ 285,406,685	\$ 844,556	\$ 822,926	\$ 29,136	\$ 752,062	\$ 51,678	\$ 415,570	\$ 284,814	\$ -	\$ 284,814	\$ 756,184	\$ 861,006
2009	\$ 508,507,246	5.6%	\$ 312,256,455	\$ 921,864	\$ 789,006	\$ 22,833	\$ 811,839	\$ 45,249	\$ 1,000,318	\$ (233,728)	\$ -	\$ (233,728)	\$ 522,456	\$ 525,320
2010	\$ 399,896,121	-21.4%	\$ 203,645,560	\$ 1,008,588	\$ 786,890	\$ 15,527	\$ 802,417	\$ 40,946	\$ 105,624	\$ 655,847	\$ -	\$ 655,847	\$ 1,178,303	\$ 1,194,924
2011	\$ 355,154,265	-11.2%	\$ 158,903,704	\$ 657,775	\$ 574,282	\$ 11,922	\$ 586,204	\$ 56,127	\$ 5,715	\$ 524,362	\$ 406,936	\$ 117,426	\$ 1,295,729	\$ 1,295,729
2012	\$ 333,484,969	-6.1%	\$ 137,234,408	\$ 513,259	\$ 439,290	\$ 11,307	\$ 450,597	\$ 73,597	\$ 266,635	\$ 110,365	\$ 400,000	\$ (289,635)	\$ 1,006,094	\$ 953,006
2013	\$ 335,867,453	0.7%	\$ 139,616,892	\$ 443,267	\$ 379,384	\$ 906	\$ 380,290	\$ 112,131	\$ 117,105	\$ 151,055	\$ 400,000	\$ (248,946)	\$ 757,149	\$ 697,099
2014	\$ 350,604,021	4.4%	\$ 154,353,460	\$ 450,963	\$ 406,828	\$ 666	\$ 407,294	\$ 136,040	\$ -	\$ 271,254	\$ 400,000	\$ (128,746)	\$ 628,403	\$ 632,914
2015	\$ 361,353,713	3.1%	\$ 165,103,152	\$ 498,562	\$ 439,874	\$ 483	\$ 440,356	\$ 145,849	\$ 73,654	\$ 220,853	\$ 585,994	\$ (365,141)	\$ 263,262	\$ 280,643
2016	\$ 370,460,207	2.5%	\$ 174,209,646	\$ 533,283	\$ 470,212	\$ 247	\$ 470,459	\$ 99,333	\$ -	\$ 371,126	\$ 440,676	\$ (69,550)	\$ 193,712	\$ 203,764
2017	\$ 372,655,034	0.6%	\$ 176,404,473	\$ 562,697	\$ 534,149	\$ 203	\$ 534,352	\$ 86,415	\$ -	\$ 447,937	\$ 468,666	\$ (20,729)	\$ 172,983	\$ 180,632
2018	\$ 390,518,402	4.8%	\$ 194,267,841	\$ 569,786	\$ 541,297	\$ 201	\$ 541,498	\$ 110,421	\$ -	\$ 431,077	\$ 471,201	\$ (40,124)	\$ 132,858	\$ -
2019	\$ 410,044,322	5.0%	\$ 213,793,761	\$ 627,485	\$ 596,111	\$ 200	\$ 596,311	\$ 118,329	\$ -	\$ 477,982	\$ 475,833	\$ 2,149	\$ 135,007	\$ -
2020	\$ 430,546,538	5.0%	\$ 234,295,877	\$ 690,554	\$ 656,026	\$ 135	\$ 656,161	\$ 120,696	\$ -	\$ 535,466	\$ 568,787	\$ (33,322)	\$ 101,685	\$ -
2021	\$ 452,073,865	5.0%	\$ 255,823,304	\$ 758,776	\$ 718,937	\$ 102	\$ 719,039	\$ 123,109	\$ -	\$ 595,929	\$ 556,207	\$ 39,723	\$ 141,408	\$ -
2022	\$ 474,877,558	5.0%	\$ 278,426,997	\$ 826,309	\$ 784,994	\$ 141	\$ 785,135	\$ 125,572	\$ -	\$ 659,564	\$ 543,626	\$ 115,938	\$ 257,346	\$ -
2023	\$ 498,411,436	5.0%	\$ 302,160,875	\$ 899,319	\$ 854,353	\$ 257	\$ 854,611	\$ 128,083	\$ -	\$ 726,527	\$ 531,045	\$ 195,482	\$ 452,828	\$ -
2024	\$ 523,332,008	5.0%	\$ 327,081,447	\$ 975,980	\$ 927,181	\$ 453	\$ 927,633	\$ 130,845	\$ -	\$ 796,788	\$ 518,465	\$ 278,324	\$ 731,352	\$ -
2025	\$ 549,498,609	5.0%	\$ 353,248,048	\$ 1,056,473	\$ 1,003,649	\$ 731	\$ 1,004,381	\$ 133,258	\$ -	\$ 871,123	\$ 505,884	\$ 365,239	\$ 1,096,591	\$ -
2026	\$ 576,973,539	5.0%	\$ 380,722,978	\$ 1,140,991	\$ 1,083,942	\$ 1,097	\$ 1,085,038	\$ 135,923	\$ -	\$ 948,115	\$ 493,303	\$ 455,812	\$ 1,552,403	\$ -
2027	\$ 605,822,216	5.0%	\$ 409,571,655	\$ 1,229,735	\$ 1,168,248	\$ 1,552	\$ 1,169,801	\$ 138,641	\$ -	\$ 1,031,160	\$ 480,723	\$ 550,437	\$ 2,102,840	\$ -
2028	\$ 636,113,327	5.0%	\$ 439,862,766	\$ 1,322,916	\$ 1,256,771	\$ 2,103	\$ 1,258,873	\$ 141,414	\$ -	\$ 1,117,459	\$ 468,142	\$ 649,317	\$ 2,752,157	\$ -
2029	\$ 667,918,993	5.0%	\$ 471,668,432	\$ 1,420,757	\$ 1,349,719	\$ 2,752	\$ 1,352,471	\$ 144,242	\$ -	\$ 1,303,692	\$ 455,561	\$ 752,667	\$ 3,504,825	\$ -
2030	\$ 701,314,943	5.0%	\$ 505,064,382	\$ 1,523,489	\$ 1,447,315	\$ 3,505	\$ 1,450,819	\$ 147,127	\$ -	\$ 1,404,529	\$ -	\$ 1,404,529	\$ 4,808,517	\$ -
2031	\$ 736,380,690	5.0%	\$ 540,130,129	\$ 1,631,358	\$ 1,549,790	\$ 4,809	\$ 1,554,599	\$ 150,070	\$ -	\$ 1,510,531	\$ -	\$ 1,510,531	\$ 6,213,046	\$ -
2032	\$ 773,199,724	5.0%	\$ 576,949,163	\$ 1,744,920	\$ 1,663,546	\$ 6,213	\$ 1,663,602	\$ 153,071	\$ -	\$ 1,621,959	\$ -	\$ 1,621,959	\$ 7,723,577	\$ -
2033	\$ 811,859,710	5.0%	\$ 615,609,149	\$ 1,863,546	\$ 1,770,369	\$ 7,724	\$ 1,778,092	\$ 156,133	\$ -	\$ 1,739,087	\$ -	\$ 1,739,087	\$ 9,345,536	\$ -
2034	\$ 852,452,896	5.0%	\$ 656,202,135	\$ 1,988,418	\$ 1,886,997	\$ 9,346	\$ 1,888,342	\$ 159,255	\$ -	\$ 1,862,201	\$ -	\$ 1,862,201	\$ 11,084,623	\$ -
2035	\$ 895,075,331	5.0%	\$ 698,824,770	\$ 2,119,533	\$ 2,013,556	\$ 11,085	\$ 2,024,641	\$ 162,440	\$ -	\$ 1,991,601	\$ -	\$ 1,991,601	\$ 12,946,824	\$ -
2036	\$ 939,829,097	5.0%	\$ 743,578,536	\$ 2,257,204	\$ 2,144,344	\$ 12,947	\$ 2,157,291	\$ 165,689	\$ -	\$ 2,127,606	\$ -	\$ 2,127,606	\$ 14,938,425	\$ -
2037	\$ 986,820,552	5.0%	\$ 790,569,991	\$ 2,401,759	\$ 2,281,671	\$ 14,938	\$ 2,296,609	\$ 169,003	\$ -	\$ 2,270,547	\$ -	\$ 2,270,547	\$ 17,086,031	\$ -
2038	\$ 1,036,161,580	5.0%	\$ 839,911,019	\$ 2,553,541	\$ 2,425,864	\$ 17,066	\$ 2,442,930	\$ 172,383	\$ -	\$ 2,420,773	\$ -	\$ 2,420,773	\$ 19,336,578	\$ -
2039	\$ 1,087,969,659	5.0%	\$ 891,719,098	\$ 2,712,913	\$ 2,577,267	\$ 19,337	\$ 2,596,604	\$ 175,831	\$ -	\$ 2,578,650	\$ -	\$ 2,578,650	\$ 21,737,351	\$ -
2040	\$ 1,142,368,142	5.0%	\$ 946,117,581	\$ 2,880,253	\$ 2,736,240	\$ 21,757	\$ 2,757,997	\$ 179,347	\$ -	\$ 2,744,564	\$ -	\$ 2,744,564	\$ 24,336,001	\$ -
2041	\$ 1,199,486,549	5.0%	\$ 1,003,235,988	\$ 3,055,960	\$ 2,903,162	\$ 24,336	\$ 2,927,498	\$ 182,934	\$ -	\$ 2,918,917	\$ -	\$ 2,918,917	\$ 27,080,565	\$ -
2042	\$ 1,259,460,878	5.0%	\$ 1,063,210,315	\$ 3,240,452	\$ 3,078,430	\$ 27,081	\$ 3,105,510	\$ 186,593	\$ -	\$ -	\$ -	\$ -	\$ 29,999,482	\$ -

¹ 2002 is the base year for increment.² Historical taxable values from 2002 to 2009 is from Okaloosa County Tax Appraiser's Office.³ Projected growth in tax base is based on historical trends, known plan, expected growth, and limiting buildout assumptions.⁴ Current and assumed future millage rate is: 1.6150 City and County 1.6150⁵ Assumes available revenue is: 95% of total revenue on incremental value. In some cases, available tax revenue may be higher due to delinquent collections.⁶ Assumes: 100% of the prior year cumulative revenue balance is invested at 0.10% annual increase after 2009.⁷ Operating expenses thru 2006 from City of Destin. Assumes: 2.00% annual increase after 2009.⁸ Historical cash capital outlays in the Harbor CRA.⁹ Total Available Revenue less Operating Expenses.¹⁰ Preliminary Schedule of Debt Service

**MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
JULY 26, 2018
DESTIN CITY HALL
ANNEX COUNCIL CHAMBERS
6:30 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Rodney Braden
Councilmember Chatham Morgan
Councilmember Prebble Ramswell

Councilmember Skip Overdier
Councilmember Parker Destin
Councilmember Tuffy Dixon
Councilmember Cyron Marler

Destin City Staff

Finance Director Bragg Farmer
HR Manager Karen Jankowski
Parks and Recreation Director Lance Johnson
Deputy Parks/Rec Director Lisa Firth

City Clerk Rey Bailey
IT Manager Webb Warren
Public Information Manager Doug Rainer
City Attorney Jeff Burns

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 6:30 PM. He asked for a moment of silence; followed by the Pledge of Allegiance.

NEW BUSINESS

The Finance Director Bragg Farmer announced that each member of the Council had been provided an advance copy of the preliminary budget to give them time to review it prior to their individual budget review with the City Manager.

Councilmember Ramswell stated that to show appreciations to the current City staff, she would like Mr. Farmer to bring back some information at a future meeting on what it would cost to give the entire staff a 5 percent raise as well as a 10 percent raise.

1. Discussion on City Manager's Replacement

Mr. Edwin "Buzz" Eddy, a Senior Advisor with Florida City/County Manager Association (FCCMA) discussed how his organization can assist the City of Destin in selecting their interim and full-time City Manager. He stated that he was the Coral Springs City Manager for 4 years and the Gulf Breeze City Manager for 25 years. He has had 35 years of experience in municipal government, and he has helped a number of cities in the Panhandle with their City Manager selection process. He also stated they have a group of City Managers that are on in-between

position, or have retired from the City Manager business full-time and are willing to serve in an interim capacity.

Mr. Eddy explained that Interim City Managers come from one of the following three categories: Firstly, they are in transition. They have either resigned or terminated from a position and they are looking for something permanent, but are willing to take on a temporary assignment. Secondly, they are in the later years of their career and willing to work temporarily. Thirdly, they are from the current city staff; someone who is willing to take the position of Interim City Manager until a permanent one is hired. He continued that the senior advisors will work with the City's Human Relations Manager Karen Jankowski and staff on locating someone on an interim basis from one of those three categories and provide background information to the Council. He further stated that the time it takes to find a full-time City Manager may vary; from 60 to 120 days depending on the process involved and the desired qualifications. He continued that Ms. Jankowski has the job description and advertisement already prepared. He expects to receive a lot of applications if the City chooses to advertise with the Florida League of Cities or with the ICMA and other professional journals because of the City's reputation as being a great place to live. He added they have 8 senior advisors with the FCCMA. He could pick one or two to assist him in reviewing the applications and resumes and comparing them with the qualifications and job description set forth by the Council, and provide the Council a list of candidates that best meet those qualifications. The Council would have the option of reviewing all the applications, approving the list as presented, or adding or subtracting from that list. They could then conduct an interview of the finalists after Ms. Jankowski performs background investigations.

The Mayor asked how many special meetings it would take to narrow down the list of applicants and have an open dialogue with the senior advisors.

Mr. Eddy replied it would be at the discretion of the Council. They could also schedule an initial workshop at which time the senior advisors can explain how they came up with the list of top candidates.

Councilmember Dixon suggest they use a similar process as the last time during which they conducted Skype interviews and selected an Interim City Manager; whom they ended up selecting as the full time City Manager. He also stated he would prefer hiring an experienced Interim City Manager because there are a lot of challenging issues facing them right now and they need someone with experience in dealing with those types of issues. They should also start advertising for a full time City Manager while they are in the process of selecting an Interim City Manager.

Mr. Eddy stated the FCCMA senior advisors can go ahead and put the word out as soon as possible that the City of Destin is seeking for an Interim City Manager and then work with Ms. Jankowski in bringing a list of candidates to the Council.

Councilmember Dixon moved to follow a similar process the City of Destin previously used to select an Interim and Full Time City Manager, have Mr. Eddy submit a list of candidates for Interim City Manager to the City Council, start advertising for a full time City Manager while in the process of selecting an Interim City Manager, and have the Human

Resources Manager start finding suitable living arrangements for the future hires if they are coming from out of town; seconded by Councilmember Overdier.

Councilmember Destin stated they may have an issue if the minimum amount of time to find an Interim City Manager is 60 days because August 14th is the final day in office for the current City Manager.

Mr. Eddy explained that finding an Interim City Manager could happen in a week if they could find a local applicant that is willing to step up; or approximately 30 days if the appointee has to relocate. He added that finding a full time City Manager could take 60 to 120 days.

The City Attorney pointed out that the amended contract the Council approved for the City Manager has an effective date of resignation of August 14, 2018. The contract also stipulates that if the Council hires an Interim City Manager before that date, the current City Manager relinquishes her power to the Interim City Manager other than for litigation decisions.

According to Councilmember Marler, they have already received two applications and resumes for the Interim City Manager position; one from a current City employee and another from a previous City employee. He suggests they also be considered for the interim as well as full-time City Manager position.

Councilmember Dixon stated there a lot of important issues facing the City and it would be a big mistake not to hire an experienced City Manager.

Councilmember Ramswell stated they need to consider hiring someone that is already familiar with the City, know the current staff and has an inside perspective on how the City and its Council operate consider the applications they have already received.

The Mayor suggests they afford Mr. Eddy and the other senior advisors some time to come up with a list of other candidates instead of making a selection tonight so they would have more options.

Mr. Eddy stated that the Council could go ahead and appoint an Interim City Manager now if they so desire; and then once they receive a list of other candidates, they could then appoint a different Interim City Manager if they want.

The City Attorney stated the Council can vary the contract as much as they want since the City Manager serves at the will of the Council.

The Finance Director noted that when either an interim or full-time City Manager is appointed, they have to change banking information and signature authority for salary checks and other official documents, and it takes about a week to effectuate the change. He added it could complicate matters if they hire someone now and then rehire another after two weeks.

Councilmember Braden offered a substitute motion to appoint Mr. Joey Forgione as Interim City Manager; seconded by Councilmember Destin.

Councilmember Ramswell asked how many applications and resumes they received the last two times they hired a City Manager.

According to Ms. Jankowski, they received approximately 80 to 100 applications; but, she was not sure how many of those applicants were fully qualified.

Councilmember Ramswell questioned the absence of the current City Manager and Deputy City Manager at tonight's meeting.

The Mayor explained he had spoken with the City Manager and gave her permission not to attend because it may be difficult for her due to the nature of this proceeding.

Ms. Jankowski explained that Mr. Steve Schmidt has also been appointed the Acting Community Development Director as the Community Development Director's resignation is effective August 2nd; and that he may be familiarizing himself with the process to ensure the continuity of operations in that department.

Councilmember Ramswell noted that this type of situation supports her argument that they should hire someone already familiar with the City's operation and consider the two applications they have already received.

Councilmember Marler stated that having just received one application recently and the other just prior to the start of tonight's meeting, it would not be to their best interest to appoint anyone tonight without taking the time to thoroughly review these applications.

Councilmember Morgan stated they seemed to have two very qualified individuals for the job of Interim City Manager. He also stated that he agrees that hiring someone with local knowledge is important; but there is also merit to the argument there are very complex issues that require the hiring of an experienced City Manager. He stated he would like to consider the two current applicants as well as additional candidates for the job.

Councilmember Ramswell asked Mr. Eddy what requirements or criteria they look for a City Manager; or if they would rank someone who has not been a City Manager but works for the City for 12 to 15 years higher than someone who has at least a Deputy City Manager experience.

Mr. Eddy stated that it is important to consider both of these factors in addition to educational qualifications and professional certifications. He continued there are individuals who have never worked as City Manager but are very well qualified for the job. It is also important to consider other candidates who have worked for other cities that are equal in size and responsibilities as Destin; those cities with 13,000 stable population and grow to 30,000 to 40,000 in the summer time. He added they would be evaluating candidates based on the scale this Council sets. They could discuss this matter with individual council member or in a workshop session to identify the qualities that is important to this Council.

Councilmember Ramswell stated they have always tout themselves as promoting from within; but, there have been some instances that she felt it has not been done. She continued that one way to show they are willing to reward good performance and promote from within whenever possible is by considering the two current applicants.

Councilmember Ramswell also noted that the Florida League of Cities put out a list of all City Manager salaries across the State of Florida; and that Destin ranks at the very bottom of the list. She feels this is another issue they should discuss.

In response to a question, Ms. Jankowski noted that the Destin City Manager's current salary is approximately \$125,000.

Mr. Eddy opined that \$125,000 is a competitive salary for a City Manager.

Councilmember Morgan suggests they discuss the City Manager salary another time. He stated there is an intrinsic value to hiring local candidates for Interim City Manager or full-time City Manager. He also pointed out that the Fort Walton Beach City Manager and Niceville City Manager are both from their respective towns. They are already situated and entrenched in their respective community.

Councilmember Braden would like both current applicants for Interim City Manager position to also be considered for full City Manager position.

The Mayor stated he would like to see more candidates even for the Interim City Manager position; especially if it takes 120 days to find a full time City Manager.

The Mayor called for a vote on the substitute motion to appoint Mr. Joey Forgione as Interim City Manager; seconded by Councilmember Destin.

Councilmember Ramswell wants to make sure if the motion fails that both applicants would still be considered for full-time City Manager position along with the other list of candidates.

The Mayor noted that Councilmember Braden had made that clear with his statement that both candidates should be considered for the full-time position as well.

Motion failed 2-5 (Council members Destin and Braden voted "yes"; Council members Morgan, Marler, Overdier, Dixon and Ramswell voted "no").

The Mayor noted they are back to Councilmember Dixon's original motion to follow a similar process the City of Destin previously used to select an Interim and Full Time City Manager, have Mr. Eddy submit a list of candidates for Interim City Manager to the City Council, start advertising for a full time City Manager while in the process of selecting an Interim City Manager, and have the Human Resources Manager start finding suitable living arrangements for the future hires if they are coming from out of town;

There was a question on how soon the Council would get the list of candidates for the Interim City Manager position.

According to Ms. Jankowski, there is a possibility they could bring a list by the August 6th Council meeting; or if Council so desire they could schedule a special Council meeting shortly after to review the list and possibly appoint an Interim City Manager.

Mr. Eddy noted that with such a short turnaround period, they would probably bring the entire list of candidates to the Council rather than weed out the less qualified candidates.

Councilmember Morgan wants to make sure both current applicants are included on the list.

The Mayor called for a vote on the original motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

Councilmember Dixon suggests they compensate Mr. Eddy and the other senior advisors that may assist him for their efforts by paying for their per diem, mileage and other expenses.

Mr. Eddy noted that the FCCMA takes care of all their expenses; however, if there are duties above and beyond, such as assisting the City in reviewing their budget or their budget process, that may evolve within the next few weeks, then they would consider it.

The City Attorney asked if individual member of the Council could contact Mr. Eddy directly during this process.

According to Mr. Eddy, members of the Council are welcomed and encouraged to contact any of the FCCMA senior advisors to discuss any issues regarding the hiring of their Interim City Manager or full-time City Manager.

OTHER BUSINESS

Councilmember Dixon moved to set aside the order of the day to discuss and possibly vote on an issue that was not included on the special meeting agenda; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

Councilmember Destin stated that the Tourist Development Council (TDC) is charged with promoting tourism. They are in a unique position to try to effectuate some changes in a positive way regarding the customary use issue. He stated that many of the citizens have contacted members of this Council on this issue and the contentiousness surrounding this issue, which is not expected to be resolved any time soon as there have not been a lot of solutions being presented. As this Council’s representative to the TDC, he recommends acquiring more beaches for the public; adding there is a shortage of purely uncontested public beach and there is TDC as well as Restore Act money available to purchase beach properties. There are properties that exist within the City of Destin, several of which are located within the Crystal Beach area. He suggests they start approaching the owners of these homes to find out if they are interested in selling their property, and

that they need to appoint someone to lead this initiative. He suggests Council authorizes Mayor Jarvis to be that person with the assistance of the City Attorney and Land Use Attorney.

Councilmember Destin moved to authorize Mayor Gary Jarvis to lead the initiative of trying to acquire more public beaches, with assistance from the City Attorney Jeff Burns and City Land Use Attorney Kimberly Kopp, and to have preliminary discussions with land owners at their discretion; seconded by Councilmember Morgan.

The City Attorney wants to make sure there would be no negotiations involved; that it is for information gathering only.

Councilmember Destin replied affirmatively.

Councilmember Braden stated that the Holiday Inn would have been an ideal piece of property for parking pavilion and fishing pier; however, when he reached out to the owner almost a year ago, he was informed they want to redevelop that property and has no interest in selling it.

According to the Mayor, they have heard something different about this property since then, and it may be a good idea to initiate another discussion with the property owner. He also stated this initiative falls right in to what Councilmember Ramswell talked about a few months ago about a City pier. They have the TDC funding available. He has also looked into State-owned piers throughout Florida. There is a Florida Land Grant which is involved in most of the State pier purchases over the last 30 years. He added it is a perfect timing for this type of initiative as it would help lessen the controversy surrounding the customary use issue.

Councilmember Ramswell noted that when she spoke with County Commissioner Nathan Boyle over a year ago about this issue, he told her the County is definitely interested and urged her to bring in some gulf front property that the County could try to fund for the City.

Councilmember Marler mentioned that some of the property owners on Holiday Isle that were interested in selling their properties to the City approached the Council several years ago. However, they met some resistance with the homeowners association for various reasons at the time.

The Mayor asked if any member of the public wishes to comment on this issue.

Ms. Marcie Bell, a Destin resident, stated that while attending the Walton County Board of Commissioners meeting a few weeks back, someone mentioned to her about the possibility of using TDC funds or Restore Act funds to purchase beach property. The only question is how many property owners would be willing to sell their property. She also stated that customary use is an interesting subject. She suggests approaching every property owner on the beach about purchasing their property from the mean high water line to the toe of the dune; and then making it a public access beach.

Councilmember Destin stated that property owners may have to pay less tax, but there may be some resistance as they have to share the beach with the public. However, it would not hurt to ask that question.

Ms. Bell also noted that the Holiday Isle Homeowners Association Covenants, Conditions and Restrictions (CC&R) do not allow property owners to sell their property to make it a public beach; however, the City may be able to purchase the property from the mean high water line to the toe of the dune.

Councilmember Ramswell stated it was her understanding the City of Destin or Okaloosa County used taxpayer funds several years ago to re-nourish their beaches; and that all but one condominium complex had agreed to do it. The one property that did not agree did not get their sand re-nourished; but, the sand eventually filled it in and they ended up benefitting anyway. She contends that since they use taxpayers' money to re-nourish the beach, it should be considered public property.

The City Attorney explained that under the controlling case that went before the Supreme Court, if they re-nourish the beach and declare a new mean high water line, it becomes the controlling line for public and private property. The water side of the mean high water line becomes public property. He also noted that aside from the condominium complex, there were also 10 to 15 other houses to the west of that property that refused to participate with the beach re-nourishment.

The Mayor added that the property owners sued not to get sand because they did not want to give the public access to the beach.

Councilmember Ramswell stated that in some areas the sand was gone almost up to the buildings and way beyond the dune; in which case, these portions should be considered public beach.

The City Attorney stated there might be a case to be made for it; but, they would not be able to determine that tonight.

Councilmember Destin stated there are a lot of litigations involved in this matter and the judges would have to make the decision. He feels there would be a lot of support for buying more public beaches.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

At this time, Ms. Jankowski asked for some clarifications with regards to the recruitment process for the full-time City Manager; whether or not she should bring the item back to obtain Council's direction on August 20th Council meeting.

It was the general consensus of the Council for Ms. Jankowski to bring back recruitment options for a full time City Manager on August 20th.

Councilmember Ramswell asked if the Council selects the salary for an Interim City Manager.

The City Attorney noted that the Council made that decision when they initially appointed the current City Manager for the interim position; adding they paid Ms. LeJeune the equivalent to the monthly salary of the previous City Manager Greg Kisela.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:00 PM.

ADOPTED THIS 5TH DAY OF SEPTEMBER 2018

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
AUGUST 13, 2018
CITY HALL ANNEX
COUNCIL CHAMBERS
5:00 PM**

The Council for the City of Destin met in special workshop session with the following members present:

Destin City Council

Mayor Gary Jarvis
Councilmember Parker Destin
Councilmember Cyron Marler
Councilmember Tuffy Dixon

Councilmember Chatham Morgan
Councilmember Rodney Braden
Councilmember Jim Foreman
Councilmember Prebble Ramswell

Destin City Staff

Interim City Manager Lance Johnson
Public Information Manager Doug Rainer
Deputy City Manager Steve Schmidt
Acting Parks & Recreation Director Lisa Firth
City Attorney Jeff Burns

City Clerk Rey Bailey
Finance Director Bragg Farmer
IT Manager Webb Warren
HR Manager Karen Jankowski

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:00 PM.

WORKSHOP

1. City of Destin 2019 Budget

Finance Director Bragg Farmer provided an overview of the proposed 2019 Budget:

Budget Highlights

➤ General Fund Revenue has increased 5.3%	--	\$ 682,019
➤ Property Values Increased by 6.42% from \$4,731,978,391 to \$5,035,622,039		
➤ Grant Revenue Increased	--	\$3,172,949
➤ TDD Operating Funding	--	\$ 454,526
➤ Town Center CRA increased	--	\$ 86,661
➤ Harbor CRA increased	--	\$ 54,436

Revenue Highlights

➤ Property Tax Value Revenue Increase	--	\$ 421,610
➤ No Millage Increase		
➤ State Revenue Sharing up	--	\$ 33,000
❖ Communications Service Tax – down \$31,000		

❖ ½ Sales Tax, Municipal Tax – up \$64,000		
➤ Gas Tax up	--	\$ 49,000
➤ Grant Revenue – Crosstown Connector	--	\$ 2,700,000
❖ Airport Road Curve Redesign	--	\$ 104,953
❖ Clement Taylor Park Renovations	--	\$ 729,918
➤ Capt. Royal Melvin Park	--	\$ 1,216,530
➤ Fiscal Year 2019 Budgeted Revenue:		
❖ Fees - 16.7%		
❖ Grants - 30.7%		
❖ Recreation - 2.5%		
❖ Fines - .22%		
❖ Misc. - .18%		
❖ Interfund Transfers 8.4%		
❖ Taxes - 41.3%		

General Fund Expenditures Highlights:

➤ Operating Expenditures Increased 7.3%	--	\$ 847,595
➤ Capital Spending	--	\$ 733,180
➤ General Fund Decrease to Town Center CRA	--	(\$ 60,831)
❖ FY19 Contribution - \$69,184 (\$2,314,144)		
➤ Sheriff Contract	--	\$2,160,198
❖ \$185,118 increase 8.87% (\$106,840)		
➤ Beach TDD Funding	--	\$ 454,526

FY 2019 Budgeted Expenditures

➤ Public Services - 15.3%	
➤ Culture/Recreation - 27.3%	
➤ Debt - 4.3%	
➤ TC CRA - 1.8%	
➤ Administration - 23.5%	
➤ Public Safety - 17.2%	
➤ Comm. Development - 10.6%	

Capital Project Funding -- \$6,076,901

➤ General Fund	--	\$ 272,500
➤ Gas Tax	--	\$ 703,000
➤ Impact Fees	--	\$ 340,000
➤ Grants	--	\$4,756,401
➤ CRA (Harbor)	--	\$ 5,000

Capital Improvement Projects

➤ Road Resurfacing Plan	--	\$ 870,000
➤ Calhoun Avenue Pedestrian Walkway	--	\$ 118,000
➤ Wayfinding Plan	--	\$ 10,000
➤ ROW Access – Beach to Benning	--	\$ 2,700,000
➤ Airport Road Curve Redesign	--	\$ 104,953

➤ Clement Taylor Park Restoration	--	\$ 729,918
➤ Capt. Royal Melvin Park	--	\$1,216,530
➤ Airport Road Landscaping Design	--	\$ 12,500
➤ Playground Renovations	--	\$ 50,000
➤ Storm Water System Planet Drive to Indian Trail	--	\$ 260,000
➤ Gulf Power Easement Trail	--	\$ 5,000

Personnel: 81 Full Time & 17 Part-Time Positions

➤ 2% COLA	--	\$ 72,000
➤ 2% Merit	--	\$ 52,000
➤ Health insurance increase 3.27%		
➤ New positions changes:		
❖ Parks Maintenance Custodian	--	\$ 34,401
❖ Maintenance Technician/Custodian	--	\$ 52,302
❖ Mechanic/Maintenance Technician	--	\$ 56,796

Legal Fees

➤ City Attorney		
❖ FY18 (7/18) - \$ 71,335		
❖ FY17 - \$ 92,360		
❖ FY16 - \$78,296		
❖ FY15 - \$76,129		
❖ FY14 - \$82,775		
➤ Land Use Attorney		
❖ FY18 (7/18) - \$ 113,910		
❖ FY17 - \$ 128,562		
❖ FY16 - \$93,762		
❖ FY15 - \$98,396		
❖ FY14 - \$84,784		
➤ Franchise Attorney		
❖ FY18 (7/18) - \$ 97,054		
❖ FY17 - \$ 7,821		
❖ FY16 - \$ 4,484		
❖ FY15 - \$ -		
❖ FY14 - \$ -		
➤ Labor Attorney		
❖ FY18 (7/18) - \$ 3,237		
❖ FY17 - \$ 3,436		
❖ FY16 - \$ 4,002		
❖ FY15 - \$ 2,183		
❖ FY14 - \$ 4,521		
➤ Other		
❖ FY18 (7/18) - \$ 2,515		
❖ FY17 - \$ 6,591		
❖ FY16 - \$ 29,147		

- ❖ FY15 - \$ 31,897
- ❖ FY14 - \$ 101,755
- Totals
 - ❖ FY18 (7/18) - \$ 288,051
 - ❖ FY17 - \$ 238,770
 - ❖ FY16 - \$ 209,691
 - ❖ FY15 - \$ 208,605
 - ❖ FY14 - \$ 273,835

Legal Fees – Other Cities

- Fort Walton Beach
 - ❖ FY18 (7/18) - \$ 98,000
 - ❖ FY17 - \$ 95,000
 - ❖ FY16 - \$ 68,000
 - ❖ FY15 - \$ 58,000
- Crestview
 - ❖ FY18 (7/18) - \$ 115,000
 - ❖ FY17 - \$ 70,000
 - ❖ FY16 - \$ 34,000
 - ❖ FY15 - \$ 52,000
- Niceville
 - ❖ FY18 (7/18) - \$ 40,000
 - ❖ FY17 - \$ 55,000

DISCUSSIONS:

Councilmember Ramswell asked whether legal fees should be covered by the insurance company, similar to the scenario they are currently facing; and that if insurance settlement as in litigation fees are being included in the “Other” legal fees, what the total would be thus far this year.

Mr. Farmer explained that not all legal fees are covered by insurance as evidenced by the large amount in Fiscal Year 2014; adding there may be some deductible, which would fall under “Other” legal fees. He also stated he would need to pull all related bills out to come up with the total amount for this year.

Councilmember Ramswell asked Mr. Farmer to confirm the total amount it would cost if they were to give all City employees a 5 percent, as well as a 10 percent pay increase.

According to Mr. Farmer, it would cost approximately \$200,000 for a 5 percent raise, and a little over \$400,000 for a 10 percent raise to include the cost for Medicare and Thrift Plan.

Councilmember Ramswell asked if City employees have ever been given a birthday off as do other similar governmental entities; and what would be the impact in doing so.

Mr. Farmer stated that it has never been done in the City.

Councilmember Marler suggests replacing the standard household refrigerators in the Destin Community Center kitchen with commercial brand freezers.

The Mayor asked if the Council wish to make a motion to evaluate potential pay raises for City staff.

Councilmember Dixon stated he was informed by the Human Resources Manager Karen Jankowski that a pay benefit analysis was conducted about two years ago for the City of Destin. A pay increase phasing plan was then created – Phase 1 for employees in a lower pay scale; Phase 2 for middle managers, and Phase 3 for department directors – for the purpose of bringing their pay in line with the surrounding communities and similar size cities. Phase 1 has been implemented into the current budget year and the Council will be considering implementing Phase 2 this year. He added that a blanket pay raise may just further complicate pay disparities among staff members.

Ms. Jankowski explained that Evergreen Solutions conducted a Wage and Class Study for the City of Destin and came back with over \$284,000 suggested pay increase for City employees; and, since that amount was not within the City's reach at the time, the City asked the company to come up with a more affordable solution, which is the phasing plan. She continued they were able to take care of a few front line personnel during the previous budget cycle, and they plan to ask the Council to implement Phase 2 for this budget period. It would include about 26 individuals and 17 positions, and it would cost approximately \$65,000. She added that pay raises will vary from one position to another based on minimum market.

The Mayor stated he is in favor of a scaled directed approach to take care of people being underpaid for their position to get them up to industry standard rather than doing a flat percentage raise for all. He asked Ms. Jankowski to prepare a package for the 17 positions for the Council to evaluate for this budget cycle.

Councilmember Dixon asks that the list includes the job title for each position.

Councilmember Overdier wants to make sure they do whatever is necessary to give Phase 2 personnel the same consideration for a pay increase in this budget cycle as they did with Phase 1 personnel last year to avoid any discontent among City staff.

Next, Councilmember Morgan noted that the Council voted unanimously before the last budget cycle about getting some banner poles on Main Street; however, the Council has not received any feedback about this subject and it is not included in this year's proposed budget.

According to Mr. Farmer, there is probably enough money for it within the Public Services maintenance budget. He is not sure of the cost, but he would look into it.

Some discussions followed related to the City Manager's salary.

Councilmember Morgan noted that the City Manager's salary was budgeted for \$123,000. He stated that Councilmember Ramswell previously came up with some statistics from Florida League of Cities that showed the Destin City Manager's salary as being one of the lowest in the State. He stated they may need to consider increasing the City Manager salary in order to attract the type of talent and skill set they need to solve a lot of their current problems in the City.

Councilmember Destin stated they need to increase the amount to over \$150,000 and closer to \$200,000 in order to be competitive.

Ms. Jankowski noted their advertisement for the City Manager position included a salary range of \$112,000; but, it is also stipulated that the salary is negotiable, which is the standard in this case.

The City Attorney stated that advertising the amount they are willing to pay the City Manager sooner rather than later would attract a lot of high quality candidates.

Councilmember Dixon stated he has no objection to increasing the City Manager's salary but not to the amounts being suggested tonight. He stated that a high increase would just create a problem in the future unless they give a similar percentage of increase to other city employees, especially those that have been with the City for 15-18 years; which is not possible. He feels a salary range of \$140,000 to \$170,000 would still attract a lot of excellent candidates.

Councilmember Braden stated he could support a salary of \$180,000 for a City Manager. He continued that the City has approximately 13,000 permanent residents, but this number increases to about 80,000 in the summer time and they need a City Manager who knows how to handle problems associated with this increase in population.

Councilmember Marler asked if they take into account any additional job certifications when they consider a pay increase for employees.

According to Ms. Jankowski, one of the things she has been working on along with the Phase 2 salary increase is employee progression based on their profession to encourage employees to get their certification; adding she has reached out to other organizations regarding their policies.

The Mayor asked if the City pays for employee certifications.

Ms. Jankowski stated the City pays for employee certifications that are job related. They also have an education reimbursement program in which the City pays for courses an employee takes outside of their primary job, with some stipulations they remain with the City for a certain period of time or pay back a certain percentage of the tuition cost.

Councilmember Morgan asked if they have budgeted for a Code Enforcement Officer that would mainly be responsible for the beaches and the harbor.

Mr. Farmer stated that he is not familiar with the specific duties of all the Code Enforcement Officers; but they currently have 3 Code Enforcement Officers and a working Code Enforcement Manager.

Councilmember Morgan noted that the editor of the Daily News published an editorial with 4 questions that the City has not been able to answer. He asked that the Interim City Manager Lance Johnson takes a look at these 4 questions and tries to get some clarifications.

Councilmember Braden asked where they stood in terms of hiring a recruiting firm for the City Manager position.

Ms. Jankowski noted that the direction Council gave at their last meeting was for her to advertise for the City Manager position with some assistance from Mr. Eddy, the FCCMA senior advisor; adding the Council has not given direction to put out an RFP for a recruiting firm.

The City Attorney noted that according to Mr. Eddy, the Council can choose to perform both processes simultaneously.

The Mayor suggests they discuss this issue at their next meeting so that the Council could give direction to put out an RFP for a recruiting firm if they do not get a considerable number of responders by that time.

Councilmember Ramswell noted that the City paid \$124,000 in salaries for the Code Enforcement Division in 2017. She asked how many people were covered by that amount.

Mr. Farmer noted there were 4 people in the division at that time.

Councilmember Ramswell pointed out there is an additional salary of \$109,000 under Beach Operation in the budget. She asked what that salary entails.

Mr. Johnson stated it includes 3 full-time positions. He explained that all these positions were park maintenance positions until June 2018 when one member received a level I certification for parking enforcement which gave that individual the credential as a park ranger eligible to issue citations.

Councilmember Ramswell asked if the park ranger position is included in code enforcement.

Mr. Johnson stated these positions are not included in code enforcement. They are a part of a new pilot program; the concept being they have great rules on the books for their parks, but they never had the ability to truly enforce them. The park ranger can now issue citation in City parks.

Councilmember Ramswell asked if the people filling these positions could actually perform extra work on the beach.

Mr. Johnson stated there are combined positions designed mainly for the parks and recreation field; adding that staffers still have maintenance responsibilities, but they will also help educate the public and enforce the rules they have on the books.

Councilmember Ramswell noted that last year's code enforcement budget was \$124,000, \$223,000 for Fiscal Year 2018; and then \$215,000 for Fiscal Year 2019. She asked how many code enforcement officers would the salary of \$215,000 covers.

Mr. Farmer replied that the \$215,000 would cover 4 code enforcement officers and an administrative assistant for code enforcement.

Councilmember Ramswell stated that they are still having significant issues with code enforcement. She asked if they need more code enforcement officers or they have adequate numbers but they are not being efficiently utilized. She pointed out that one officer is supposedly dealing only with short term rentals and one is a manager; leaving two roving code enforcement officers which do not seem adequate to handle all the other problems they have in the City.

Councilmember Morgan noted that most of the complaints they are getting are about inadequate code enforcers. He suggests they wait and see if they are able to hire a very competent

City Manager who may be able to handle this situation before adding more code enforcement officers.

Councilmember Ramswell asked if the Interim City Manager has had the chance to evaluate the Code Enforcement Division.

According to Mr. Johnson, his initial evaluation of the staffing level for this division is that it is probably too low. Some of the current staff has been pulled to handle the priority items for this Council such as short term rentals, and that the parking enforcement has taken up a great deal of their time. He added that the Council may want to consider increasing the number of code enforcement officers in the future.

Councilmember Ramswell asked if the short term rental registration income included in the proposed budget to pay the particular code enforcement officer in charge.

Mr. Farmer replied affirmatively.

According to the Mayor, one of the most important things the new City Manager has to do is to really evaluate this situation.

Mr. Farmer stated that once the full-time City Manager has had a chance to evaluate the Code Enforcement Division and determines an additional person is needed, they could do a budget amendment to add that position to the current budget cycle.

Councilmember Ramswell contends that a budget amendment would still require the City to find the money elsewhere; adding it would make more sense to set aside the money now.

According to Mr. Farmer, they currently have a balanced budget and they would have to pull the money from somewhere anyway if they decide to set aside funds now for an additional code enforcement officer. He added that the advantage of doing a budget amendment later on in the year is that they may only have to pull partial rather than the full salary and benefits for the position.

Capt. Charlie Nix from the Sheriff's Office was asked if it was possible for the Sheriff's Office to assign a deputy whose main role is assisting code enforcement with their duties, and if they have provided this service in the past through their contracts with other municipalities.

According to Capt. Nix, he has never seen it in any of the contracts they sign with the cities; however, it is a possibility as long as the Sheriff agrees to it.

The Mayor stated that if they consider this option and the Sheriff agrees to it, they could set some parameters of when they would utilize the deputy to assist their code enforcement officers.

Capt. Nix stated they are already assisting the City's code enforcement in handling such things as parking. If code enforcement is fully staffed, they could go out and aggressively seek these parking issues in Crystal Beach and other locations in the City; otherwise, the Sheriff's deputies try to address those issues when code enforcement is not available and they get a call from a member of the Council.

Councilmember Dixon reopened the issue relating to the City Manager's salary. He stated that the Destin City Manager does not have to deal with such things as water, sewer, police, and fire

as do other cities. He suggests they select cities of similar size and population as with Destin if they want to do any kind of analysis involving other cities.

Getting back on the issue relating to code enforcement, Councilmember Destin stated they need to make some radical changes because things do not seem to be working, and this would require additional manpower. He stated he would support setting aside additional funds for additional code enforcement officer or cross-deputizing a code enforcement officer or having a dedicated Sheriff's deputy who can provide some assistance in code enforcement.

Councilmember Braden stated that he had witnessed code enforcement officers sitting inside their truck on the side of the road on Sibert Avenue watching the parking lot waiting to write a ticket for parking violators. He continued that the apps system does not work for the current lot and that using a kiosk for payment collection would probably work better. He also stated he would bring this issue up at the next meeting and suggest they give staff direction to ease up on the parking issue and try to enforce the other elements of the code. He added that their biggest problem is with enforcing the rules they already have on the books. They have cases that had gone to the Special Magistrate and the Special Magistrate ruled against the respondents to no avail as they are still operating and violating the code.

The Mayor suggests the Council considers putting stronger penalties in the code for code violators such as imposing thousands of dollars in fine and/or putting a lien on people's property.

Referring to the Sheriff's contract increase, Councilmember Ramswell noted there is a cost of \$106,840 for additional inspector. She asked if this amount is for salary only or if it includes other expenses; and whether the person filling that position is going to be dedicated to handling Destin cases only.

Capt. Nix stated that \$106,840 is not completely for salary. The Sheriff is asking for an additional investigator because the current Destin investigator has taken in 192 cases in 2017. The investigator that was working in the unincorporated area of Destin has taken in about 87 cases. The base salary for the investigator is about \$52,000. There would be two investigators that would handle Destin cases.

Capt. Nix also stated that the idea of cross-deputizing code enforcement officers is not going to work. If it is a full-time position for a law enforcement officer to work with code enforcement officers, they would be looking at a total of 22 full-time positions if the Council authorizes the additional investigator position.

Councilmember Dixon stated that when they have major issues in Destin, extra law enforcement officers come in and provide some assistance; and so he can support paying for an extra investigator. With regards to having law enforcement officers doing some of the code enforcement officer duties, he asked if they could possibly hire some of the off-duty deputies to do some of the work; adding they would not have to pay for benefits such as retirement if they hire part-time people.

Capt. Nix stated that he will address this issue with the Sheriff.

Councilmember Morgan opined that the biggest need for the presence of a police officer would be on issues related to the beaches and short term rentals. However, these are seasonal matters and it would be tough to justify a year round salary for a police officer.

Councilmember Morgan inquired about marine unit activities.

Capt. Nix stated that the marine unit has been extremely busy; adding they have made many rescues just at the mouth of the harbor alone. The calls for service at Crab Island have increased tremendously; and that he would provide the Council calls for service information prior to the next meeting. Capt. Nix also mentioned that the TDC pays for one marine unit for the bed tax district as well as for the 2 beach units that work between Okaloosa Island and Destin. The TDC will fund an additional marine position for Fiscal Year 2019.

Councilmember Morgan asked Capt. Nix to also provide some statistics on “no wake zone” violations.

Councilmember Morgan asked how much the City is budgeting for a marine patrol unit position; to which Mr. Farmer replied \$57,000-\$60,000.

Capt. Nix noted that figure is just for the base pay. The pay goes up to \$80,000-\$90,000 once they include retirement and benefits. He also stated that workers compensation is much higher for a marine unit than it is for a patrol deputy.

Councilmember Morgan suggests asking the TDC for funding in light of the grown popularity of Crab Island and the harbor, and the inexperienced boaters in their waterways.

Councilmember Marler stated that he remembers budgeting for a wave runner for the Sheriff’s department last year.

Mr. Farmer noted that the Sheriff’s department has determined that the wave runner is inadequate for its intended purpose and used a boat they already owned. All the City is doing now is helping them upgrade that boat.

Councilmember Marler stated that he supports Councilmember Braden’s statement that the apps system for the paid parking lots is not working, and that using kiosks for payment collections might be a better alternative. He suggests they consider this during this budget cycle.

Councilmember Marler also noted that during the last Council meeting, an individual asked the City to waive the Joe’s Bayou Boat Launch fee for people who are not full time residents of Destin but own property in Destin. Councilmember Marler suggests charging a smaller fee rather than waiving the fee for individuals that fall under this category.

Councilmember Ramswell noted she was one of the few that were previously selected to take the Personal Watercraft Certification (PWC) for ski rescues. She asked if the officers in the marine unit working this system are required to obtain this certification.

Capt. Nix stated it is a very unique system and training was previously not being offered under a law enforcement program. He will ask the individual that runs the marine unit if training has been provided or if it is something they now consider training on. He also noted that the marine unit positions being funded by the TDC has the 2 beach units; and that one of their requirements is for officers working this system to be lifeguard certified.

According to Councilmember Ramswell, the Destin Fire Control District is having some issues trying to obtain additional wave runners. They have people that are certified specifically in

personal watercraft rescues. She suggests joining forces with the Destin Fire Control District so they could meet the public service needs out in the water.

Councilmember Destin stated that he was listening to a radio broadcast about municipalities getting in trouble over some of the paid to park apps companies, including Structured Parking Solutions, taking the information of people using the apps and selling it to a third party. He asked the Interim City Manager and the City Attorney to investigate this matter to see if it is actually happening. If so, the Council would need to make a decision whether it is something they need to reconsider.

Councilmember Destin also stated that he supports Councilmember Marler's suggestion for a reduced rate for people using the Joe's Bayou Boat Launch who are not full time residents of Destin but own property in Destin.

The Mayor suggests they asked Structured Parking Solutions that presented parking garage ideas to Council for some alternative systems outside of the electronic apps for paid parking. He asked how much revenue the City has received off the paid parking lots.

Deputy City Manager Steve Schmidt noted that beginning March 1, 2018 to the present, the paid parking revenue for the City is \$40,927.75. The paid parking citations from the same period were \$9,268.00. The City receives 80-85 percent of the paid parking fees and approximately 10 percent of the parking citation.

Councilmember Morgan asked what percentage of the parking revenue was for employee discounted parking.

Mr. Schmidt replied the total revenue for discounted parking was about \$9,000 with about 40 percent of the lot being used by discounted employees.

Councilmember Dixon noted that the person that asked Council to waive the Joe's Bayou Boat Launch fee informed them that his mother owned the property in Destin, and that he as the son should not have to pay a fee to launch his boat. He stated he does not have a problem with a reduced rate as previously suggested, but they should limit it to the person that actually owns the property and pay taxes in Destin; adding that being a full time Destin resident should have its privileges.

Mr. Jim Wood, a Destin resident, inquired about the \$5,000 for the Gulf Power easement.

Councilmember Dixon stated that the money was for re-engineering of the parking lot on the easement.

Mr. Wood also commented that instead of downloading the paid parking apps, he calls and registers using his credit card; and that it only takes him a few seconds to get his parking lot and parking spot numbers.

2. Executive Session Announcement

The City Attorney stated that he would only make the following announcement for the City Land Use Attorney who is not present at this meeting; adding he has a conflict on this case and would not be involved in the executive session.

“The City Land Use attorney desires advice concerning the litigation, and is requesting an executive session to be held at 7:55pm on August 20, 2018 regarding the following case: B.I. Inc, Dewey Destin Harborside LLC, Plaintiff, vs. CITY OF DESTIN, FLORIDA, Defendant, in the Circuit/County Court of the First Judicial Circuit, in and for Okaloosa County, Florida, Case No. 2016CA003672F The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures, and the entire session shall be recorded by a certified court reporter. The executive session will be attended by Mayor Gary Jarvis, Council members Chatham Morgan, Cyron Marler, Skip Overdier, Tuffy Dixon, Prebble Ramswell and Rodney Braden, and William Warner, Litigation Attorney for the City; Kimberly Kopp, City Land Use Attorney; and Lance Johnson, Interim City Manager.”

The City Attorney asked and obtained a consensus from the Council to invite Okaloosa County Restore Act Coordinator Jane Evans at their next meeting.

The Mayor asked the City Attorney to also invite Ms. Evans to the Joint CRA Board and Harbor CRA Advisory Committee meeting.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:40 PM.

ADOPTED THIS 5TH DAY OF SEPTEMBER 2018

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



City of Destin

Proclamation

Recognizing the Destin Beach Safety Lifeguards

WHEREAS, the beautiful beaches of Destin represent a world renowned recreational resource. From the sugar white sand, brilliant emerald green water and spectacular sunsets, Destin's beaches are truly a beach-lover's dream; and

WHEREAS, Destinites and visitors alike are drawn to these beaches by the millions each year for water and beach activities, our vigilant lifeguards are always on the lookout to keep each one of these beachgoers safe; and

WHEREAS, with only 18 lifeguards and roughly one covering nearly a mile span of beach in most areas, sometimes with 30,000 to 40,000 people on the beach at once, they perform a vital role in providing frontline protection of life, limb and property; and

WHEREAS, based on statistical data from the Destin Fire Control District Beach Safety, we have eclipsed a record number for attendance so far this season. We are already at 2.2 million people and more than 500 beach rescues. No matter the circumstances, our lifeguards always answer the calls; and

WHEREAS, from April 2nd to April 5th, they made 156 rescues in the four-day period. Eighty-six in one day, 25 of which were after the water was officially closed because of strong currents; and

WHEREAS, we truly have the best lifeguards in the country. Our residents and visitors are extremely blessed to have these amazing professionals protecting their families every summer. They deserve an enormous amount of credit for their hard work and dedication.

NOW, THEREFORE I, Mayor Gary Jarvis, on behalf of the Destin City Council, am pleased to express my appreciation to the Destin Fire Control District Beach Safety Lifeguards for keeping our community safe.

SO DONE THIS 5TH DAY OF SEPTEMBER 2018
BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

PEDESTRIAN TRAFFIC MANAGEMENT SOLUTION

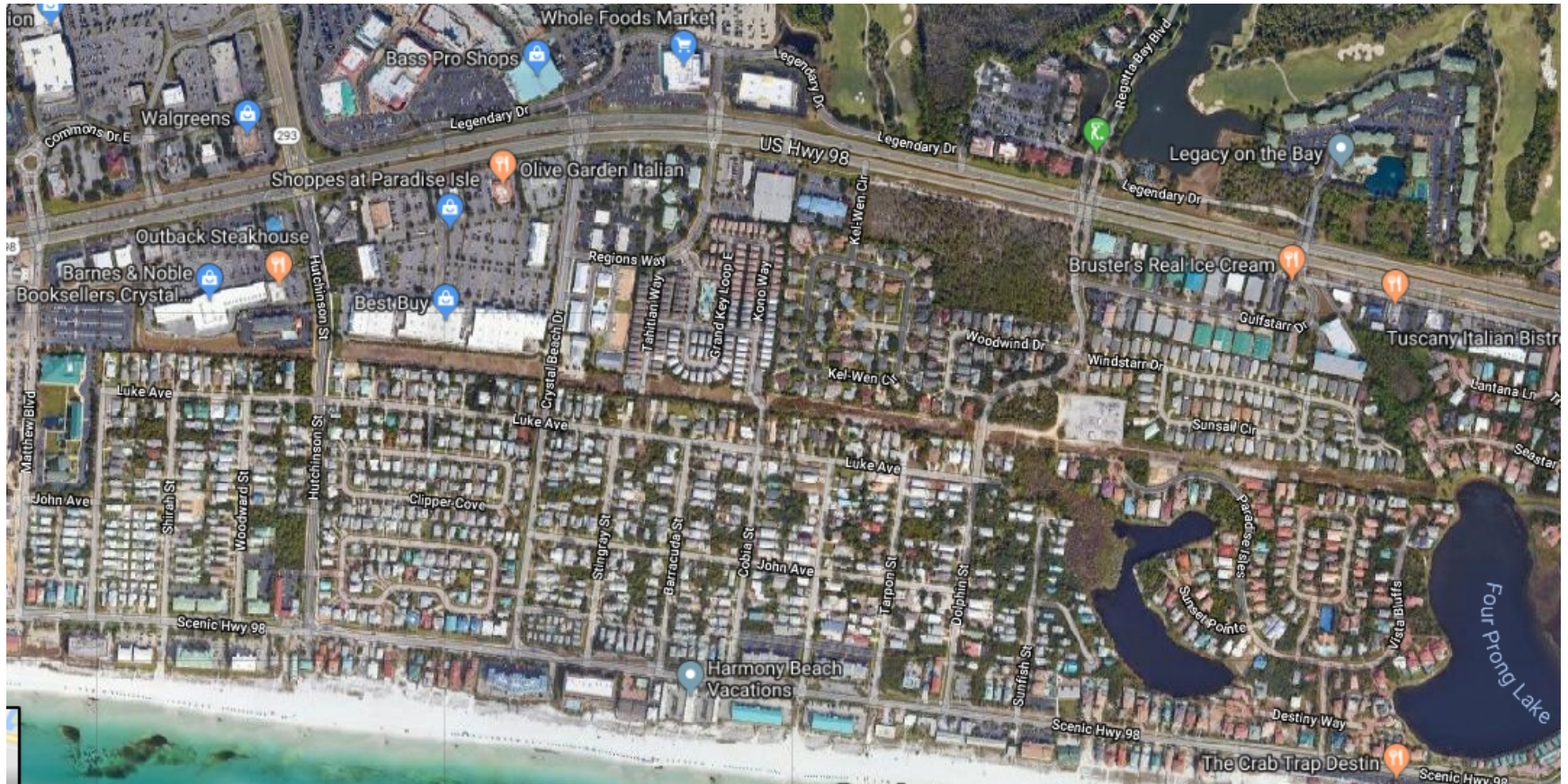
*Improving the pedestrian flow
TO/FROM the beaches for
safety reasons within Crystal Beach*

Stephen Deranian
14 Aug 2018

OVERVIEW

- DISCUSS BEACH ACCESS POINTS
- PROBLEM
- REFERENCE FLORIDA DOT MANUAL
- RECOMMENDATION

Overview of Crystal Beach



RED = Current Beach Access Points



PROBLEM

- Within the last 20 years, Crystal Beach has experienced massive growth in population
- A majority of this population is vacation/rental
- This results in growth of pedestrian traffic too
- Many people are attempting to find the Beach Access points without any direction/signage
- This results in people crossing Scenic 98 anywhere

PROBLEM (cont)

- Currently, many are crossing Scenic 98 without a crosswalk resulting in **UNSAFE** situations due to automobile traffic
- Due to **SAFETY** reasons, recommend signs be posted to direct people to the proper Beach Access points.
- Utilize the funneling features of a street to safely steer people towards the access points
- Only placing a sign on end of street is ineffective

Traffic Count of Pedestrians

- During a normal summer day on one street in Crystal Beach
- *1540 people traversed TO/FROM the beach on one street*
 - *Of these people, approximately 27% crossed Scenic 98 without a crosswalk /no access point*
 - *27% = 415 people*

TWO AREAS OF HIGH VOLUME PEDESTRIAN TRAFFIC

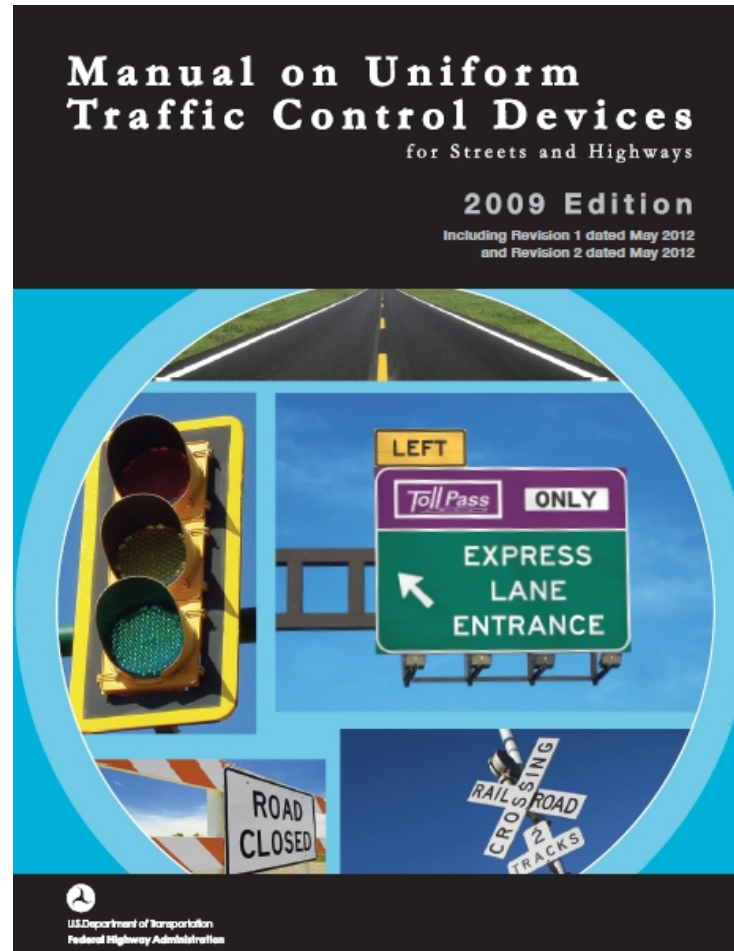
VILLAGES of CRYSTAL BEACH



HOLIDAY INN



Manual on Uniform Traffic Control Devices (MUTCD)



CHAPTER 2-I

2009 Edition

Page 301

Figure 2I-1. General Service Signs and Plaques



GENERAL SERVICE/INFO SIGNS

2009 Edition

Page 299

CHAPTER 2I. GENERAL SERVICE SIGNS

Section 2I.01 Sizes of General Service Signs

Standard:

- 01 Except as provided in Section 2A.11, the sizes of General Service signs that have a standardized design shall be as shown in Table 2I-1.

Support:

- 02 Section 2A.11 contains information regarding the applicability of the various columns in Table 2I-1.

Option:

- 03 Signs larger than those shown in Table 2I-1 may be used (see Section 2A.11).

Table 2I-1. General Service Sign and Plaque Sizes (Sheet 1 of 2)

Sign or Plaque	Sign Designation	Section	Conventional Road	Freeway or Expressway
Rest Area XX Miles	D5-1	2I.05	66 x 36"	96 x 54"
Rest Area Next Right	D5-1a	2I.05	78 x 36"	120 x 60" (F) 114 x 48" (E)
Rest Area (with arrow)	D5-2	2I.05	66 x 36"	96 x 54"
Rest Area Gore	D5-2a	2I.05	42 x 48"	78 x 78" (F) 66 x 72" (E)
Rest Area (with horizontal arrow)	D5-5	2I.05	42 x 48"	—
Next Rest Area XX Miles	D5-6	2I.05	60 x 48"	90 x 72"
Rest Area Tourist Info Center XX Miles	D5-7	2I.08	90 x 72"	114 x 102" (F) 132 x 96" (E)
Rest Area Tourist Info Center (with arrow)	D5-8	2I.08	84 x 72"	120 x 102" (F) 120 x 96" (E)
Rest Area Tourist Info Center Next Right	D5-11	2I.08	90 x 72"	144 x 102" (F) 132 x 96" (E)
Interstate Oasis	D5-12	2I.04	—	156 x 78
Interstate Oasis (plaque)	D5-12P	2I.04	—	114 x 48
Brake Check Area XX Miles	D5-13	2I.06	84 x 48	126 x 72
Brake Check Area (with arrow)	D5-14	2I.06	78 x 60	96 x 72
Chain-Up Area XX Miles	D5-15	2I.07	66 x 48	96 x 72
Chain-Up Area (with arrow)	D5-16	2I.07	72 x 54	96 x 66
Telephone	D9-1	2I.02	24 x 24	30 x 30
Hospital	D9-2	2I.02	24 x 24	30 x 30
Camping	D9-3	2I.02	24 x 24	30 x 30
Trailer Camping	D9-3a	2I.02	24 x 24	30 x 30
Litter Container	D9-4	2I.02	24 x 30	36 x 48
Handicapped	D9-6	2I.02	24 x 24	30 x 30
Van Accessible (plaque)	D9-6P	2I.02	18 x 9	—



SAMPLE 24" x 30"

			NORMAL ROAD	HIGHWAY
Telephone	D9-1	21.02	24 x 24	30 x 30
Hospital	D9-2	21.02	24 x 24	30 x 30
Camping	D9-3	21.02	24 x 24	30 x 30
Trailer Camping	D9-3a	21.02	24 x 24	30 x 30
Litter Container	D9-4	21.02	24 x 30	36 x 48
Handicapped	D9-6	21.02	24 x 24	30 x 30
Van Accessible (plaque)	D9-6P	21.02	18 x 9	—
Gas	D9-7	21.02	24 x 24	30 x 30
Food	D9-8	21.02	24 x 24	30 x 30

SAMPLE 24" x 30"



D9-4



**BEACH
ACCESS**















BLUE = Recommended Signage





RECOMMEND

- 27 Signs with “BEACH ACCESS” and appropriate arrows
- 24” x 30” sign with White Letters and Blue Background
- Ultimate goal is to provide **SAFETY** for pedestrians To/From the beach

QUESTIONS

Other Options

- Improve/Widen sidewalks similar to Matthew and Hutchinson St
- Add more beach access points

SPEAKER'S FORM
City of Destin Council Meeting

In an effort to better serve the community, the City Council requests that items or requests to be presented before Council be provided to the City Clerk by noon Tuesday of the week prior to the meeting. **Any related materials that you wish to distribute to Council in support of your item must be submitted at that time as well.** This will give Council adequate time to review your request and make any necessary inquiries. In addition, the staff may need to contact you in response to your topic of concern or in response to action directed by the Council.

As you complete the form below, please note that **certain fields marked by * are required**. Late or incomplete forms, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

***** PLEASE PRINT *****

DATE OF REQUEST: 8/23/18 *COUNCIL MEETING DATE: 9/5/18

*NAME: Tom Alison + Allen French *PHONE #: 678-485-7490

ADDRESS: 55 Lands End Dr. Destin, FL 32541 EMAIL: tom.alison@jpmorgan.com

*TOPIC/ISSUE Violation of FAA rules and regulations by sight seeing helicopters causing excessive noise pollution and a danger to beach Destin beach visitors. (FAA 91.119)

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?
NO

Eliminate this excessive noise pollution and dangerous low flying by these helicopters. These sight seeing helicopters continue to violate
*DESIRED ACTION BY COUNCIL? FAA section 91.119 Minimum safe altitudes. There is no oversight by the FAA. My calls/emails to PAT Bruce w/ the FAA Birmingham have not been returned. (FISDO)
It is not a question of will there be a tragic accident on our Destin beaches, but when?
Flight patterns could be changed to avoid beach visitors.

PRESENTATION MATERIALS ATTACHED?: YES X NO # OF 2 + 1 "2 minute video"
PAGES

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Rey Bailey, City Clerk

DATE:

SUBJECT: Membership appointment to the Destin Youth Council

I. BACKGROUND: The Destin City Council created a youth council to obtain a teen's perspective on how policies affect the youth in the community; and to provide Destin's youth with the opportunity to participate in the City's decision-making process through recommendations to the City Council that address youth issues.

II. DISCUSSION: Members of the Destin Youth Council must reside within the city limits of Destin and must be a high school student. Members shall maintain at least a 2.25 GPA. Terms shall be for one year, and expires June 30th of each calendar year. Members may re-apply every year provided they remain within the grade limits of the membership qualifications.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life

B. Effect on Budget (EOB): No significant budgetary impact. The Clerk's Office provides staff support to the Destin Youth Council.

C. Level of Service (LOS): A maximum of 14 members can serve on the Destin Youth Council. A fully seated council is necessary in order to effectively procure the business for which it was established.

III. CONCLUSION: Copies of the Youth Council Membership Application were provided to area high schools and made available on the City of Destin website and at City Hall. Request for memberships was also advertised in the Destin Log.

IV. RECOMMENDED MOTION: Procedures for nomination and appointment of applicants are within Council's discretion. The Council can make individual or group appointments.

A. I nominate (name of applicant) for membership to the Destin Youth Council

or

B. I move to appoint all 9 applicants to the Destin Youth Council

Attachments:

1. Farrah, Cameron
2. Farrah, Harrison
3. Mackenzie, Spencer
4. McPherson, Broc
5. Miller, Anastasia
6. O'Leary, Katherine
7. Rodriquez, Alexandra
8. Seekamp, Luke
9. Shackelford, Wesley

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Cameron Farrah
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: (850) 689-6111 Date of Birth: 1/17/2000
School: FWBHS Current Grade: Upcoming Senior

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: FWBHS Sailing Team
Title or Position: Captain
Period of Involvement: 2015-Present Hours per week: 6
Name of Sponsor: Cliff Farrah Phone Number: (850) 543-1774

Name of Organization: Sinfonia Youth Orchestra & Sinfonietta Strings
Title or Position: 1st Chair Flute (Sinfonia) 1st Chair Double Bass (Sinfonietta)
Period of Involvement: 2015-Present Hours per week: 4 1/2 on Sunday
Name of Sponsor: Liz Aylor Phone Number: (850) 499-0172

Name of Organization: Destin Youth Council
Title or Position: Vice Chairmen
Period of Involvement: 2015-2018 Hours per week: 1/month
Name of Sponsor: Reg Bailey Phone Number: (850) 837-4242

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: n/a
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Mel Brownsberger	Fort Walton Beach High School	(816) 305 -1055
Chris Speight	51 Dune Dr Santa Rosa Beach, FL 32459	(870) 740- 3534
Joan Freeman	P.O. Box. 775 Niceville, FL	(850) 974-8537

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

- 1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?***



- 2. What do you envision a Youth Council as being? Why should there be one?***



- 3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?***

Additional Information:

Cameron Farrak

1. I believe I would be a good candidate for the Youth Council because I enjoy being involved in my community & in government. This summer I was selected as a delegate for the American Legion's Girls State Program. While I was there, I was elected Senator, I also authored & presented a bill on plastic bag restrictions that was passed in the Senate, House, and by the governor. This experience has motivated me to be more active in my community.
2. I envision the Youth Council as a safe place for students to discuss their diverse ideas and bring them to the attention of the adult council. Both councils should work in conjunction to solve problems. In the last few years, we have not accomplished as much as I would have liked. It is my goal to solve an issue that we all agree upon next year.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Signature

Date

6/28/18

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Signature of Parent or Guardian

Date

6-28-18

2018-2019 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Cameron Alexandra Farrah Grade 12

High School name: Fort Walton Beach High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant [Signature] Date 6/28/18

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Fort Walton Beach High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.6847

Student's current grade level 12

[Signature]
Signature of Authorized Official

6-29-18

Date

School counselor
School Official's Title

850-833-3300

Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Harrison Cole Farran
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth: [REDACTED]
School: Fort Walton Beach High School Current Grade: 11th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Troupe 4967 Theater Department
Title or Position: Vice president
Period of Involvement: 2016 to present Hours per week: 15 hours
Name of Sponsor: Christa Whittaker Phone Number: 833-3300-1819

Name of Organization: Destin City Youth Council
Title or Position: President
Period of Involvement: 2016 to present Hours per week: 1 hour a month
Name of Sponsor: Rey Bailey Phone Number: (850) 837-4242

Name of Organization: FWBHS Comedy Club
Title or Position: Comedian
Period of Involvement: 2017-2018 Hours per week: [REDACTED]
Name of Sponsor: Christa Whittaker Phone Number: 833-3300-1819

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: N/A
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Joan Freeman	P.O. Box 775 Niceville, FL	(850) 974- 8537
Pat Bryden	708 Swan Ln Destin, FL	(850) 496- 6025
Becky Heyse	34 Country Club Drive East	(850) 496- 1889

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

- 1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?*
- 2. What do you envision a Youth Council as being? Why should there be one?*
- 3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?*

1. I believe the a would be a great member of the Destin Youth Council because of my problem solving skills, my ability to work with others as shown through my involvement in the various clubs that I attended, and my drive to help the community that I grew up to love.
2. I see the Destin Youth Council as a way for the youth of Destin to be able to change things in their community that members of the Destin government may have overlooked or have not thought of in order to better our community.
3. I believe that one of the biggest problems facing the youth in my school is suicide. One of my fellow classmates this year took his own life and even one case is far too many. So I believe that we as a community can set up a program that will help students have their voices heard and let each individual person to know that they are not alone.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Horvath Ale Farrah 6/28/18

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Am Farrah

6-28-18

Signature of Parent or Guardian

Date

2018-2019 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Harrison Cole Farrah Grade 11th

High School name: Fort Walton Beach High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Harrison Cole Farrah Date 6/28/18

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Fort Walton Beach High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.3166

Student's current grade level 11

[Signature]
Signature of Authorized Official

6-29-18

Date

School counselor
School Official's Title

850-833-3300

Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: SPENCER IAN MACKENZIE

Home Address: [REDACTED]

E-mail Address: [REDACTED]

Phone Number: [REDACTED] Date of Birth [REDACTED]

School: Fort Walton Current Grade: 9

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: BOY SCOUTS
Title or Position: SENIOR PATROLMAN / O.A. REP
Period of Involvement: 8 years Hours per week: 2 hr
Name of Sponsor: Mark Hesse Phone Number: 850-502-0127

Name of Organization: FOOTBALL
Title or Position: LINEMAN
Period of Involvement: 3 years Hours per week: 15 hours
Name of Sponsor: Mark Henthorn Phone Number: 352 917 1188

Name of Organization: TRACK
Title or Position: Shot Put - Discus
Period of Involvement: 2 years Hours per week: 10 hours
Name of Sponsor: Tina Barron Phone Number: 850 833 7655

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Dog sitting + cat sitting
Period of Work: 7 years Hours per week: 1
Name of Employer: MONICA MAZEL Phone Number: 575 073 0758

Type of Work: Baby sitting
Period of Work: 2 years Hours per week: 1
Name of Employer: MONICA MAZEL Phone Number: 575 073 0758

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Mark Hinterthun	703 main street Destin, FL 32541	352-817-1788
Kim Edwards	5477 Arnold Ave, SW w/itc Washington, DC 20032	205-478- 0905
Mark Heyse	1000 Port of Spain Court 34 Country Club Drive Destin, FL 32541	850-502- 0127

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities? I can be in many clubs with alot of people and they can tell me what they like and don't like with Destin so then I can report it back and change Destin so it is more fun.

2. What do you envision a Youth Council as being? Why should there be one?

I see it as a time where kids from different places in Destin can talk about issues. We need a City Council so kids can also have a say in government so if we want to be a politician we can be one

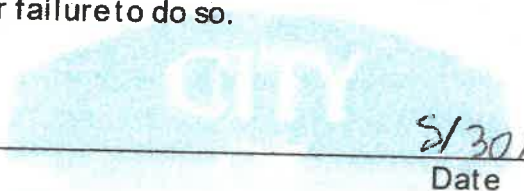
3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

In my opinion, the issue most faced is popularity because that can lead to depression, drugs, alcohol and suicide. We in Destin can change how the school runs ~~itself~~ so it can be more enjoyable and still be a safe space for kids.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.


Signature


5/30/2018
Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.


Signature of Parent or Guardian

5/30/2018
Date

2016-2017 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Spencer Ian Mackenzie Grade 9

High School name: Fort Walton Beach high school

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant [Signature] Date 5/30/2018

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin Middle School upcoming 9th gr.

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.0

Student's current grade level 2018-2019 9th

[Signature]
Signature of Authorized Official

5-31-2018

Date

Guidance
School Official's Title

850-833-7655

Phone

Panel: _____

S517. Student Grades

S: 0771 Y: 2018 R

Stdt K

4624041777 - MACKENZIE, SPENCER IAN

E	S	St	Y	Schl	Gr	Cl	Thm	Hmrm	Tm	Csl
W	M	A	C	0771	08	01		0805		
G:	G	N	0641	09	01					

Course	Title	Schl	Se	St	G	1-9	2-9	EXM	SM1	3-9	4-9	EXM	SM2	FIN
	T			A		A								
0101010	M/J 2-D STUDIO ART 1			A		A	A	A	A	A	A	A	A	A
1001070	M/J LANG ARTS 3			B		B	B	B	B	A	A	A	A	A
1205070	M/J GRADE 8 PRE-ALG			B		A	A	B	B	A	A	A	A	A
1508700	M/J COMPRE GDE 7/8			A		A	A	A	A	A	A	A	A	A
2003010	M/J PHY SCI			A		A	A	A	A	A	A	A	A	A
2100010	M/J US HIST			A		A	A	A	A	B	A	A	A	A

1=Hlp 2=Prt 3=Exit 4=Prpt 5=Refr 6=Nrcd 7=Bwd 8=Fwd 9=Npg

No additional records.

11=View 12=Esc

Upd 05/29/2018 16:01:41 OKAOPER

Applicant Information:

Name: Broc McPherson
Home Address: 708 Main Street, Destin, FL
E-mail Address: Bambam040802@gmail.com
Phone Number: 850-598-6058 Date of Birth: April 8th 2002
School: Niceville High School Current Grade: 11th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: National Honor Society
Title or Position: Member
Period of Involvement: May 2018 - Present Hours per week: _____
Name of Sponsor: Kim Escoffier Phone Number: 850-833-4114

Name of Organization: Eagle Pride Band
Title or Position: Section Leader Band Member
Period of Involvement: 2016-2018 Hours per week: 3
Name of Sponsor: Dan Wooten Phone Number: 850-833-4114

Name of Organization: Academic Academic Team
Title or Position: Member
Period of Involvement: '16-'17 Hours per week: 2
Name of Sponsor: Justin Reichard Phone Number: 850-833-4114

Type of Work: Beach Attendant

Period of Work: Summer '16, '17, '18 Hours per week: ~~60~~ 40

Name of Employer: Sunny Sands Beach Service Phone Number: 850-687-8498
Alex Metz

Type of Work: _____

Period of Work: _____ Hours per week: _____

Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Prebble Ramswell	4200 Indian Trail	850- 837- 4242
Charlie Marcello	4245 Lost Horse Circle NICHOLAS, FL 32578	850-496-5964

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

Growing up, I have noticed that I tend to stick out as a leader during most group activities. I believe this a quality greatly needed in a city council member. I also have the intellect, integrity and passion needed to be a youth city councilman.

2. What do you envision a Youth Council as being? Why should there be one?

I envision a Youth Council as being a group of hard-working teenagers, working together to make Destin a better city. There should be one in order to make Destin better for the youth.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

The most critical issue facing youth in schools, my neighborhood and my city is drugs. Schools across the country have had to deal with teens in high schools, using "Juels". This device is meant for people trying to stop smoking, but with easy access to these juuls, many teens are starting to use them. A Youth Council could put together an "Anti-drug" organization for the youth of Destin.

GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Broc Aydan McPherson Grade 11th

High School name: Niceville High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Broc McPherson Date 8-22-18

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Niceville High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.25

Student's current grade level 11

Karen Gesler

Signature of Authorized Official

22 Aug. 2018

Date

Counselor

School Official's Title

850-833-4114

Phone

Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Bloc McPherson

Signature

8-22-18

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Lynne M. McPherson

Signature of Parent or Guardian

8-22-18

Date

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Angstasia Miller
Home Address: 770 Harbor Blvd Unit 512
E-mail Address: angstasiagmiller@gmail.com
Phone Number: (904) 390-4026 Date of Birth 04-06-2001
School: Niceville High School Current Grade: 12

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: KEY CLUB
Title or Position: Committee chair / volunteer
Period of Involvement: 2017 - 2018 Hours per week: varied (2-3 hrs)
Name of Sponsor: Niceville High Phone Number: 850-833-4114

Name of Organization: NHS / USTA Tennis
Title or Position: JV Captain / player
Period of Involvement: 2015 - 2018 Hours per week: varied / seasonal
Name of Sponsor: Coach Poate Phone Number: 850-833-4114

Name of Organization: Destin City Youth Council
Title or Position: member / representative
Period of Involvement: 2017-2018 Hours per week: 1-2 a month
Name of Sponsor: Rey Bailey Phone Number: _____

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Fashion sales associate
Period of Work: 5/17 - 5/18 Hours per week: 20 hours
Name of Employer: BLU SPERO Phone Number: 850-424-6199

Type of Work: Babysitting
Period of Work: 2015 - 2018 Hours per week: varied
Name of Employer: VARIOUS FAMILIES Phone Number: 119851-373-5059
LAUREN BLOSSMAN
* most recent contact.

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Gayle Shackelford	Destin, FL	(850)-699-7373
Charlie Marelio	Niceville High School	(850)-833-4114
Kylee Gallavan	Crosspoint Church Niceville, FL	(478)-972-8328

3. *In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?*

1. I would be a strong asset to the Destin youth council because I am diligent, hardworking, and outgoing. I will not only present creative and innovative ideas to the team, but also ensure that they are executed to our fullest potential. I was raised to always remain humble, which will allow me to not only listen to my constituents, but also empathize with them because I am one of them. I would be a good voice for the youth of Destin because I am well informed and always stay current with local issues. I would be honored to sit in the Destin city youth council because I see public service as a privilege.

2. I see the youth council as a place to have a voice, not only for myself, but also for all of the youths in our area. I see it as being a place where we, as young adults, truly have an opportunity to make a difference in our community. As a growing city it is important that we have a youth council that will allow our generation to preserve the beauty of our community and shape it to be the place for future generations to enjoy what we have enjoyed. There are always improvements to be made, and sometimes the youth may see ones that adults my not. Therefore, it is important that we have an outlet to express our opinions and make a difference.

3. I think the biggest issue facing youth today is a lack of cohesiveness and community in general. In my school we are faced with the overwhelming effects of social media, and this issue has then lead to a lack of genuineness and cohesion amongst youth in our neighborhood. Growing up in Destin we are always divided against one another, and one of the major problems that sparks this is the lack of a high school in Destin. Splitting up a community of kids at such a young age to various schools divides the youth and causes them to develop separately rather than a whole. Overall not sticking together has created a growing problem in our community and I believe that the youth council can work to solve this issue by presenting ideas and plans for a Destin high school to higher boards in our city

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Frederica Miller
Signature

7-25-2018
Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Jane T. Miller
Signature of Parent or Guardian

8/4/18
Date

2018-2019 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Anastasia Miller Grade 12th

High School name: Niceville High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Anastasia Miller Date 7-25-2018

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Nikele H.S.

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.5520/4.0

Student's current grade level 12

[Signature]
Signature of Authorized Official

8/2/18
Date

Guidana Counselor
School Official's Title

850.833.444 x1330
Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Matheine O'Leary
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth: [REDACTED]
School: Niceville High School Current Grade: 11

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Student Government
Title or Position: Class President
Period of Involvement: 2017 - present Hours per week: 15
Name of Sponsor: KIM HILL Phone Number: 850-585-9090

Name of Organization: Niceville Singers
Title or Position: member
Period of Involvement: 2017 - present Hours per week: 5
Name of Sponsor: Michael Dyk Phone Number:

Name of Organization: Key Club
Title or Position: Editor
Period of Involvement: 2016 - 2017 Hours per week:
Name of Sponsor: Kristina Pappas Phone Number: Kristina.pappas@mail.okalooak12.fl

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Writer at Plantation Living
 Period of Work: 2015 - ∞ Hours per week: 15
 Name of Employer: Chapman Rider Phone Number: 850-376-3359

Type of Work: _____
 Period of Work: _____ Hours per week: _____
 Name of Employer: _____ Phone Number: _____

Type of Work: _____
 Period of Work: _____ Hours per week: _____
 Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
CHARLIE MARELLO	NICEVILLE HIGH SCHOOL	charlie.marello@ mail.okaloosa.k12, FL. US
Chapman Rider	307 Kelly Plantation Dr. Destin FL, 32541	850-376- 3359
KRISTINNA CHAMBERS	NICEVILLE HIGH SCHOOL	chambersk@ mail.okaloosa.k12, FL.

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I have been involved with leadership in my community for the majority of my life and I love serving others. I also love my city, and the way to make it even better is to seek improvements.

2. What do you envision a Youth Council as being? Why should there be one?

I see the youth council as a body of adolescents that seek to make a difference in the community and stand as advocates for young people of Destin. This is necessary because young people are the future and their outreach can begin now.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

I believe the most pressing issue in my community is substance abuse. Many teenagers begin to struggle with addiction because these substances are so accessible. I believe the youth council should instead offer alternative

Applicant Statement

outlets for teens who get bored and turn to these substances for entertainment.

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Natherine O'Leary
Signature

8/18/18
Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

James O'Leary
Signature of Parent or Guardian

8/18/18
Date

2016-2017 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Katherine O'Leary Grade 11th

High School name: Niceville High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Katherine O'Leary Date 8-18-18

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Niceville High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 3.68

Student's current grade level 11th

Karen Kisher
Signature of Authorized Official

14 Aug 2018
Date

Counselor
School Official's Title

850-833-4114
Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Alexandra Rodriguez
Home Address: [REDACTED] Stahman Avenue
E-mail Address: alexandra1219@gmail.com
Phone Number: [REDACTED] Date of Birth 2/13/2000
School: Niceville High School Current Grade: 11

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Destin Library
Title or Position: Volunteer
Period of Involvement: 2 years Hours per week: 5
Name of Sponsor: Will Rogers Phone Number: 850-598-3999

Name of Organization: Boys & Girls Club of Destin
Title or Position: Volunteer
Period of Involvement: 1 year Hours per week: 6
Name of Sponsor: Bert Phone Number: 850-833-3132

Name of Organization: Niceville High School JV Soccer
Title or Position: Player
Period of Involvement: 2 years Hours per week: 12 hours
Name of Sponsor: Michel Denton Phone Number: 850-833-4114

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Food Runner

Period of Work: 6 months

Hours per week: 10

Name of Employer: Jessica

Phone Number: 850-387-1800

Type of Work: _____

Period of Work: _____

Hours per week: _____

Name of Employer: _____

Phone Number: _____

Type of Work: _____

Period of Work: _____

Hours per week: _____

Name of Employer: _____

Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Will Rogers	150 Sibert Avenue, Destin FL 32541	850-898- 3999
Emily Roackle		714-442-5007
Lisa Haddorff	544 Golf Course Drive	850-570-4400

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe I would be a good candidate because I am a very hard working individual. I love to create new and innovative ideas that help my community. Organization is one quality that I take pride in as well as punctuality.

2. What do you envision a Youth Council as being? Why should there be one?

I envision a Youth Council as being a group of intelligent, young individuals who want to make their city better for all who live here. The Youth Council also gives an insight into the concerns and possible resolutions to problems that children face. There should be a Youth Council in order to allow the Youth of Destin to speak their minds and provide new and innovative ideas to help everyone.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

In my opinion, the most critical issue facing youth is kids not wanting to participate ~~in~~ in volunteer opportunities that help our community. Instead, many would rather sit at home and not do anything than aid others. The Youth Council could help solve this problem by creating new ways to advertise ways young people can get involved in the community.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Alexandra Rodriguez

Signature

6/15/18

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Liliana Parnace

Signature of Parent or Guardian

6/15/18

Date

2018-2019 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Alexandra Maryann Rodriguez Grade 11

High School name: Niceville High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Alexandra Rodriguez Date 6/15/18

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Niceville High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.277

Student's current grade level 11th

Jenael A. Horton
Signature of Authorized Official

6/18/2018
Date

Assistant Principal
School Official's Title

850-833-4114
Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Luke Seekamp
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth [REDACTED]
School: Fort Walton Beach High School Current Grade: 11

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Fort Walton Beach HS Varsity Swim Team
Title or Position: Team Captain
Period of Involvement: August 2016-Present Hours per week: 20+
Name of Sponsor: Coach Susan VerSteeg Phone Number: 833-3300 x3312

Name of Organization: Fort Walton Beach HS Varsity Lacrosse Team
Title or Position: Founding player of club team and now a varsity sport
Period of Involvement: January 2017- Present Hours per week: 15+
Name of Sponsor: Coach James Reeves Phone Number: 833-3300 x2308

Name of Organization: Fort Walton Beach High School Leadership
Title or Position: Member of Schoolwide Leadership organization
Period of Involvement: January 2017-Present Hours per week: 5+
Name of Sponsor: Brian McDaniel Phone Number: 833-3300 x1811

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Lifeguard

Period of Work: March 2018-Present

Hours per week: 25+

Name of Employer: Emerald Coast Fitness Foundation/ Destin Aquatic Center

Phone Number: 850-837-7946

Type of Work: _____

Period of Work: _____

Hours per week: _____

Name of Employer: _____

Phone Number: _____

Type of Work: _____

Period of Work: _____

Hours per week: _____

Name of Employer: _____

Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Coach Susan VerSteeg FWBHS Guidance Counselor and Varsity Swim Team Coach	Fort Walton Beach High School, 400 Hollywood Blvd. SW, Fort Walton Beach, FL32548	833-3300 x3312
FWBHS School Resource Officer and Head Lacrosse Coach James Reeves	Fort Walton Beach High School, 400 Hollywood Blvd. SW, Fort Walton Beach, FL 32548	833-3300 x2308
Steve and Renne Coppi, Neighbor	4591 Woodwind Drive, Destin, FL 32541	678-522-8031

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I had the honor of serving on the Destin Youth Council this past year. I would love to have that honor again. I am an active member of the local community, employed at the Destin Aquatic Center and at my high school, where I am a member of two sports teams and school wide Leadership. Additionally, my father is an active duty member of USAF, which gives me a different perspective on the local area, having lived around the world. I would like to have another opportunity to serve on the NYC, as I feel we just got started with discussions and plans, but didn't get to follow through as I would have liked.

2. What do you envision a Youth Council as being? Why should there be one?

I envision the Destin Youth Council as a voice and representation for the youth of Destin on issues that are important to them, such as school safety, school and community sports, and work opportunities for teens and more. The Youth Council should present the opportunity for their issues to be heard and addressed in a productive forum. The Youth Council should also look at the needs for teens in the community and help facilitate service projects that enhance the community of Destin for its youth. Being fortunate enough to serve on the NYC last year, only proved to me that there is a need for the NYC to exist.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

This past year I was unfortunate enough to lose two sports team members to teen suicide. I lost a fellow player on my regional select lacrosse team last summer and a swimmer on my high school team last fall, of which I was the Boy's Team Captain. I never thought this would have been an issue I would have address nor one that would effect me more than once in year, let alone a lifetime. Teen suicide is real issue that is affecting the local area, our state and our nation, and the NYC is a forum where, this problem cannot be solved, but can addressed. Ideas about prevention, early warning signs, education, solutions, and more can be discussed with the people it is affecting the most.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Luke Seekamp

Signature

June 18, 2018

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Meghan Seekamp

Signature of Parent or Guardian

June 18, 2018

Date

2018-2019 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Luke William Seekamp Grade 11

High School name: Fort Walton Beach H.S.

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant [Signature] Date 6-19-2018

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Fort Walton Beach High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 3.2037

Student's current grade level 11

[Signature]
Signature of Authorized Official

June 19, 2018
Date

School counselor
School Official's Title

850-833-3300
Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Wesley Shackelford

Home Address: 4058 Lauren Ct Destin FL 32541

E-mail Address: Wesley.Shackelford@gmail.com & Gayle@LegacyBoatingClub.com

Phone Number: 504-999-3640 Date of Birth 1/15/2002

School: Niceville High School Current Grade: 12

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Varsity Tennis Team Niceville High School
Title or Position: Captain : 2017 State Runner up : 2 time Individual District Champ. All-Area 2 time
Period of Involvement: Jan 2016 - Present Hours per week: 12
Name of Sponsor: Chris Poole Phone Number: 850-585-6557

Name of Organization: Key Club - Niceville High School
Title or Position: 4 year member contributing 230 community service hours
Period of Involvement: Aug 2015 - Present Hours per week: 2
Name of Sponsor: Kristina Pappas Phone Number: 850-833-4144

Name of Organization: Crosspoint Youth Group / Shack Home Fellowship Group
Title or Position: Missions Volunteer / Leader host member
Period of Involvement: 2014 - Present Hours per week: 3
Name of Sponsor: Brandon Pierce/Shack Family Phone Number: 850-678-4411 / 850-699-7373

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Dock Hand, Customer Service
Period of Work: Summers 2018, 2017, 2016 Hours per week: 40 (summer)
Name of Employer: Legacy Boating Club Phone Number: 850-337-8388

Type of Work: Lawn Care Service
Period of Work: July 2014 - Present Hours per week: 2
Name of Employer: Debra Nelson / My Family Phone Number: 404-386-5601 / 850-650-4447

Type of Work: Manufacturing and Sales - New Business - Turbo Pumps
Period of Work: Spring 2018 - Present Hours per week: 2
Name of Employer: Self Employed Phone Number: 850-499-3640

Sponsor and Personal References

Name	Address	Phone number
James Calderozo	47 Talon Way Santa Rosa Beach, FL 32459	850-420-7291
Chris Poate	1810 Huntingdon Rd Niceville, FL 32578	850-585-6557
Brett Beadie	201 N. Martin Drive Niceville, FL 32578	850-499-4619

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. ***Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?***

Please See Attached.

2. ***What do you envision a Youth Council as being? Why should there be one?***

Please See Attached.

3. ***In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?***

Please See Attached.

Wesley Shackelford 7/3/18

Question 1:

I believe that I would be a good candidate for the Youth Council because I have lived in Destin since I was 3 years old, and I love my city. I have grown up in and around small business and want to continue to see our city flourish. A special quality that I bring is that I am very observant and often see things that others do not.

Question 2:

I envision a Youth Council as being a way for kids to influence our city and represent the youth of Destin and their ideas. I believe there should be a Youth Council because young people not only add value to our city, but one day will be the adults representing our city.

Question3:

In my opinion, the most critical issue facing youth right now in our community is cheating and apathy in school. The Youth Council can raise awareness of this problem by bringing it to the City Council and School Board and suggest ways to address the problem by influencing our younger students as to the importance of integrity and value of education.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Wesley Shackelford
Signature

7/3/2018
Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Gayle Shackelford
Signature of Parent or Guardian

7/4/2018
Date

2018-2019 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Wesley Joseph Shackelford Grade 12

High School name: Niceville High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Wesley Shackelford Date 6/19/18

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Aliceville High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.7307

Student's current grade level 12

Glenn Orump

Signature of Authorized Official

6/20/18

Date

Guidance Counselor

School Official's Title

850-833-4114 x1300

Phone

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: August 30, 2018

SUBJECT: Second reading of Ordinance Number 18-14-CC Relating to Prohibiting Gambling within the Destin City Limits.

I. BACKGROUND: The City Council previously provided direction to the City Attorney and the City Land Use Attorney to prepare and review an ordinance regulating gambling activities within the City of Destin. Prohibiting gambling activities within City limits is in the best interests of the City, and its citizens because: (1) gambling exploits the poor and disadvantaged, (2) the increased availability of gambling leads to gambling addiction, and (3) gambling attracts fraud and corruption. Currently, Section 7.12.00 of the City's Land Development Code prohibits gambling industries and casino hotels in all zoning districts. The proposed Ordinance establishes additional and consistent regulations to be placed in the Code of Ordinances.

II. DISCUSSION: The proposed Ordinance establishes a detailed framework for regulating gambling activities within City limits, consistent with Florida law. Specifically, the Ordinance creates Article VII of Chapter 14, Prohibiting Gambling Activities, and including:

- * Definitions;
- * Prohibition on any gambling within City limits, other than lotteries administered by the State Lottery system, and Bingo games;
- * Methods of enforcement, including authorization for code enforcement proceedings, civil citations, and criminal penalties to the extent authorized by law;
- * State notification processes in cases of violation; and
- * Limited exceptions for charitable organizations.

A. Link to Strategic Goals / Objectives: Goal #4: Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): None at this time

C. Level of Service (LOS): N/A

III. CONCLUSION: The proposed Ordinance is consistent with existing land development code regulations, and provides additional regulations to further the objectives of reducing exploitation of the poor and disadvantaged, prevention/reduction of gambling addictions, and prevention/reduction of fraud and corruption.

IV. RECOMMENDED MOTION: "I move that the City Council approve Ordinance 18-14-CC on second reading.

Attachments:

1. Ordinance 18-14-CC

ORDINANCE 18-14-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO PROHIBITING GAMBLING WITHIN CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE CREATION OF CODE OF ORDINANCES, CHAPTER 14, ARTICLE VII, GAMBLING PROHIBITED WITHIN CITY LIMITS; ARTICLE VII, SEC.14-200. – LEGISLATIVE INTENT; ARTICLE VII, SEC. 14-201. – DEFINITIONS; ARTICLE VII, SEC. 14-202. – PROHIBITED GAMBLING AND GAMING ACTIVITIES; ARTICLE VII, SEC. 14-203. – OPERATIONS; ARTICLE VII, SEC. 14-204. – ENFORCEMENT OF THIS ARTICLE; ARTICLE VII, SEC. 14-205. – NOTICE TO AUTHORITIES; ARTICLE VII, SEC. 14-206. – ENFORCEMENT OF THIS ARTICLE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Code of Ordinances to prohibit any gambling within City limits, other than lotteries administered by the State Lottery system, and Bingo games; and

WHEREAS, the City Council has determined that this ordinance is consistent with the City Charter, Florida Statutes, the City Code of Ordinances, the Land Development Code, and the adopted Comprehensive Plan;

WHEREAS, the Council has determined that prohibiting gambling within City Limits, is in the best interests of the City and its citizens because: (1) gambling exploits the poor and disadvantaged, (2) the increased availability of gambling leads to gambling addiction, and (3) gambling attracts fraud and corruption; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOTE: *Language in all sections of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 3. CREATION OF CODE OF ORDINANCES CHAPTER 14, ARTICLE VII., GAMBLING PROHIBITED WITHIN CITY LIMITS. Code of Ordinances Chapter 14, Article VII., *Gambling Prohibited* is hereby created as follows:

Chapter 14 Offenses and Miscellaneous Provisions

Article VII: Gambling Prohibited Within City Limits

Sec. 14-200 - Legislative intent.

The intent of the City of Destin in adopting this article is to broadly prohibit any form of gambling within the City of Destin city limits, other than lotteries administered by the state of Florida pursuant to Chapter 24, *Florida Statutes*, and any legal Bingo business operated pursuant to section 849.0931, *Florida Statutes*.

The interests of the citizens of the City of Destin will be better served if gambling is prohibited, because: (1) gambling exploits the poor and disadvantaged, (2) the increased availability of gambling leads to gambling addiction, and (3) gambling attracts fraud and corruption.

Sec. 14-201. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Adult arcade amusement center” means a place of business, having games or machines, which operate by means of insertion of a coin or other device, in order to receive points or coupons which may be exchanged for merchandise or prizes.

“Card room” shall mean a location where gambling or gaming is conducted where money or anything of value and to which the public is invited to participate in such games and charged a fee for participation by the operator of such facility.

“Card table” shall mean any table or any other surface upon which any game is played.

“Casino gambling” shall mean playing or engaging in any game of skill or chance for money or any other thing of value, regardless of how such game is named, labeled, or otherwise characterized.

“Commence” shall mean and include the terms “commence,” “begin,” “initiate,” “start,” “open” and “establish.”

“Conduct” shall mean and include the terms “conduct,” “transact,” “maintain,” “prosecute,” “practice,” “manage,” “operate,” “permit,” “allow,” “suffer” and “carry on.”

“Conviction or convicted” shall mean a plea of guilty, a final verdict of guilty or a conviction following a plea of nolo contendere, irrespective of whether the conviction is expunged.

“Council” shall mean the City Council of the City of Destin.

“Day” shall mean “calendar day” unless otherwise expressly stated.

“Employee” shall mean every person who is engaged in the operation or conduct of any gaming club whether as an associate, agent, manager, employee or representative and each and every other person employed or working at or for such a business for a wage, salary, commission, room, board or any other remuneration.

“Financial interest” shall mean any direct or indirect interest in the management, operation, ownership, profits or revenue (gross or net) of a gaming club.

“Gambling” or “gaming” shall mean playing or engaging in any game of skill or chance for money or any other thing of value, regardless of how such game is named, labeled, or otherwise characterized. Lotteries administered by the state of Florida pursuant to Chapter 24, *Florida Statutes*, and Bingo businesses operated pursuant to section 849.0931, *Florida Statutes*, are not governed or prohibited by the Article. Gambling/Gaming shall include but are not limited to electronic and non-electronic forms of: sports betting, games of cards, keno, roulette, faro, dice, numbers, hazards, adult arcades, proposition betting or wagering, slot machines, simulated gambling devices, or other game of chance, for money, property or thing of value.

“Gambling house” shall mean any place that has, keeps, exercises or maintains a gaming table or room, or gaming implements or apparatus for the purpose of playing for money or other valuable thing at any game whatever. The definition shall include any Adult arcade amusement center, Casino, and Gaming club.

“Game” shall mean legal gambling or gaming as defined below.

“Lease” shall mean any formal or informal, written or oral contract or understanding or arrangement whereby any person operating a gaming club obtains the use or possession of any property, real or personal, to be used, occupied, or possessed in connection with the conduct of games at any gaming club. The term “lease” includes without limitation payments to an affiliated person under a real property lease, a personal property lease, an unsecured note, a deed of trust, a mortgage, or a trust indenture.

“Lessor” shall mean any person who leases any property, real or personal, to a person operating a gaming club for use in connection with the conduct of games or related activities.

“Operator or operation” shall mean any person whose business operation includes a drawing by chance conducted in connection with the sale of a consumer product or service, sweepstakes, or game promotion that utilizes simulated gambling device or a premises in which a simulated gambling device is conducted.

“Person” shall mean any individual, association, pointholder, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer, manager, or employee of an association, partnership, joint venture, corporation, or other organization.

“Playing cards” or “card games” shall mean the participation in gambling or gaming at a gaming club.

“Pointholder” shall mean any person or entity having a financial interest or beneficial interest in gambling or gaming business.

“Premises” shall mean a parcel, or location, along with its grounds, together with all buildings, improvements and personal property located thereon and related to gambling or gaming.

“Propositional player” shall mean an individual, other than an owner, key management employee, or other supervisor, who provides third-party propositional player services in a game.

“Simulated gambling device” shall mean any electronic or mechanical device provided by or on behalf of the operator that is used or adapted for use to conduct and/or reveal the results of a drawing by

chance conducted in connection with the sale of a consumer product or service, sweepstakes or game promotions that display results by simulating a game or games ordinarily played on a slot machine. This includes the software which is used to conduct the simulated game notwithstanding whether the operator provides the hardware on the premises.

“Slot machine” shall mean any mechanical or electrical contrivance, terminal that may or may not be capable of downloading slot games from a central server system, machine, or other device that, upon insertion of a coin, bill, ticket, token, or similar object or upon payment of any monetary consideration whatsoever, including the use of any electronic payment system, is available to play or operate, the play or operation of which, including any element of chance, may deliver or entitle the person or persons playing or operating the contrivance, terminal, machine, or other device to receive cash, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether the payoff is made automatically from the machine or manually. Slot machines may use spinning reels, video displays, cathode ray tubes, microprocessors or other similar technology, and have as their object, the presentation or lining up, arrangement, or juxtaposition of symbols, alphanumeric signs, colors, or figures to determine a result or outcome.

“Sports betting” shall mean the activity of predicting sports results and placing a wager on the outcome. This definition includes propositional betting on any sports, wherein a wager is placed on the occurrence or non-occurrence of things occurring during a sporting event.

“Sports Book” is a term that can be used to describe a business or location wherein sports betting takes place.

Sec. 14-202. – Prohibited Gambling and Gaming Activities.

(A). Playing or Engaging in Games Generally.

No person or entity shall play or engage in any sports betting, game of cards, keno, roulette, faro, dice, numbers, hazards or other game of chance, for money, property or thing of value.

(B). Gambling Houses or Casinos

No person or entity may operate, lease, or allow on property owned by the person/entity the operation of a Casino, Sports Book, or Gambling House within the jurisdictional limits of the City of Destin. No person shall have, keep, operate or maintain a gambling table or room or gambling implement, apparatus, or device, or any casino, house, booth, tent, shelter or other place for the purpose of gaming or gambling, or in any such place of which he/she shall, directly or indirectly, have charge, control or management, either exclusively or with others, procure, suffer or permit any person to play for money or other valuable thing at any game whatsoever, whether the game shall be prohibited or not.

(C). Prohibition of simulated gambling devices.

It is unlawful within the City of Destin for any person or entity to design, develop, manage, supervise, maintain, provide, produce, possess or use a simulated gambling device. Each individual act to design, develop, manage, supervise, maintain, provide, produce, possess or use a simulated gambling device constitutes a separate violation of this article.

(D). Setting Up or Playing Other Games of Chance.

No person or entity shall set up, promote or play at any game of chance by lot or with dice, cards, numbers, hazards or any other gambling devices whatsoever for, or for the disposal of money, property or thing of value, under the pretext of a sale, gift or delivery thereof, or of any right, share or interest therein.

(E). Betting on Elections, etc.

No person or entity shall stake, bet or wage any money, property or thing of value upon the result of any election, trial, contest of skill, speed, power or endurance of man, beast, vehicle, boat or airplane, or of any uncertain or dubious event; provided, however, that this section shall not make unlawful the award of prizes for actual competitions in athletic or scholastic contests where the same is otherwise permitted by law or ordinance, or by permits granted by the City Council, or under its authority.

(F). Gambling Machines.

No person or entity shall manufacture, own, store, keep, possess, sell, rent, lease, let on shares, lend, give away, transport or offer so to do, or permit to be operated, placed, maintained, used or kept in any room, space or building owned, leased, rented or occupied by him, or under his management or control, any machine or device described in and prohibited by Florida Statutes §§ 849.15 and 849.16.

(G). Lotteries.

Other than the lotteries administered through the Florida Lottery, no person shall set up, promote or conduct any lottery for money, property or thing of value; or, by means of a lottery dispose of any money, property or thing of value; or conduct any lottery drawing for the distribution by lot or chance, or advertise any such lottery scheme or device in any newspaper or by circular, poster, pamphlet or otherwise; or sell, offer for sale or transmit by mail or otherwise, any lottery ticket or coupon, or share in or fractional part of any lottery ticket, coupon or share, whether such ticket, coupon or share represents an interest in a live lottery not yet played, or whether it represents or has represented, an interest in a lottery that has already been played; or attempt to operate, conduct or advertise any lottery scheme or device; or have in his possession any lottery wheel, implement or device whatsoever designed or intended for use, or used, in conducting any lottery or scheme for the disposal by lot or chance of any property or anything of value; or have in his possession any lottery ticket, or evidence of any share or right in any lottery ticket, or in any lottery scheme or device, whether such ticket or evidence of share or right represents an interest in a live lottery not yet played or whether it represents, or has represented, an interest in a lottery that has already been played; or have in his possession any lottery advertisement, circular, poster or pamphlet, or any list or schedule of any lottery prize, gift or drawing; or aid or assist in the setting up or conducting of any lottery, either by writing, printing or otherwise; or be interested in, or connected in any way with, any lottery or lottery drawing; or, aid or assist in the sale, disposal or procurement of any lottery ticket, coupon, share or right to any drawing therein, or in the payment or delivery of any prize or award resulting from a lottery or drawing. The word "lottery" shall include bolita, policy, numbers and the like by whatsoever name known.

(H). Gambling Vessel

No person or entity shall offer cruises on any vessel, that depart or return to the jurisdictional waters of the City of Destin, and which permit any prohibited gambling or gaming (as prohibited by this article) on the vessel to take place at anytime the vessel is either docked, moored, or in transit.

Sec. 14-203. – Operations.

(A). Stakeholders.

No person or entity shall be, or become the custodian, depository or stake-holder of any money, property or other thing of value staked, bet or wagered in violation of this Article.

(B). Renting.

No person or entity, whether as owner or agent of a house, room, booth, shelter or other place, or any tenant or lessee thereof, shall rent, lease or subrent or sublease the same to a person or business engaged in gambling or gaming that is prohibited by this Article.

(C). Employees.

No persons or entities shall act as a servant, clerk, agent, employee, contractor, volunteer, or collector of or for any person or in furtherance of any gambling or gaming prohibited by this Article.

Sec. 14-204. – Enforcement of this Article.

The provisions of this Article shall be enforced as provided in Chapter 14, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Destin, and by such other means as are specified herein below:

(A). Code Enforcement: The Code Enforcement Division may enforce the terms of this article by bringing a case to the Code Enforcement Special Magistrate or Code Enforcement Board, whichever is applicable, as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Board or Special Magistrate, of the Code Ordinances of the City of Destin and Chapter 162, Part 1, Florida Statutes.

(B). Civil Citation: The Code Enforcement Division, or other duly authorized officer or authority, may enforce the terms of this article through issuance of civil citation as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Citation Program and Procedures, of the Code Ordinances of the City of Destin and Chapter 162, Part 2, Florida Statutes.

(C). Criminal Penalties: A violation of this article shall be punishable as a misdemeanor by a fine of up to five hundred (\$500.00) dollars per violation and a definite term of imprisonment of not more than sixty (60) days as provided in F.S. § 162.22.

(D). The City Manager shall revoke any and all Business Tax Receipts for any businesses located on a parcel of property that is found to house gambling activities that violate this Chapter. The City Manager may refuse to issue or re-issue Business Tax Receipts to any businesses that are found, or charged with being connected in any way to gambling activities that violate this Chapter.

(E). Nothing contained herein shall prevent the city from taking such other lawful action in law and equity as may be necessary to remedy any violation of, or refusal to comply with, any part of this article, including but not limited to: (a). Pursuit of injunctive and/or declaratory relief in a court of law; and (b). Utilizing any other action or enforcement method allowable by law.

Sec. 14-205. – Notice to Authorities.

If an individual, or entity, is charged with violating this Chapter, either criminally, civilly, or administratively, then within ten (10) days of the City Manager being informed of said charges, the City Manager shall send a written notice to the United States Attorney for the Northern District of Florida, providing notice that there are pending allegations that the individual, or entity, is operating an “Allegedly Illegal Gambling Operation”. This written notice shall also be forwarded to the State Attorney’s Office for the First Judicial Circuit of Florida, Okaloosa County Sheriff’s Office, and the Internal Revenue Service.

Sec. 14-206. – Limited Exception for Charitable Organizations.

Charitable organizations that have been in existence for at least three (3) calendar years, and other non-profit entities that have been in existence for at least three (3) calendar years (together which shall be termed “Charitable Organizations” for this section), that are recognized as tax-exempt under the Internal Revenue Code, may conduct one (1) fundraising event a year, that is no more than five (5) hours in duration, wherein gaming takes place as the primary focus of the charitable event. Such an event, for purposes of this section will be defined as a “Gaming Fundraiser”.

(A). Winners’ prizes at Gaming Fundraisers must be donated, and cash prizes may not be awarded. No individual prize awarded may exceed a cash value of \$500, and the total value of prizes awarded may not exceed a cash value of \$5000. Persons under the age of 18 may not participate. At least 90 percent of revenues generated at Gaming Fundraisers must go directly to the nonprofit organization, and no more than 10 percent of gross receipts may be paid as compensation to the entity or persons conducting the Gaming Fundraiser, excluding a facility rental fee.

(B). No more than one (1) Gaming Fundraiser shall be permitted to be hosted on or at any parcel of property within a calendar year.

(C). If a Charitable Organization, who has already held one Gaming Fundraiser within the Destin City Limits in a calendar year, wants to hold an additional Gaming Fundraiser, then the Charitable Organization shall fill out an application for a Single Use Charity Gaming Fundraiser Permit, and provide the application to the City Clerk or City Manager. A completed application will then be presented to the Destin City Council, at a regularly scheduled City Council Meeting. The Destin City Council will then vote on whether to grant the Single Use Charity Gaming Fundraiser Permit. If the permit is granted, then it will allow for one additional Gaming Fundraiser to be held by the Charitable Organization, on a different parcel than the first Gaming Fundraiser was held on. Permits are not transferrable, and expire within sixty (60) days of issuance. No entity may receive more than one (1) permit in any calendar year.

Sec. 14-207. – Enforcement of this Article.

The provisions of this article shall apply within the City of Destin. If any form of gambling prohibited by this Chapter is deemed by the Florida Legislature to be an action that municipalities may not prohibit, then the remainder of this Chapter shall remain in full force and effect as it pertains to other forms of gambling or gaming that the Florida Legislature does not expressly forbid municipalities from prohibiting or regulating.

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances 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. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor, or Mayor Pro Tem if Mayor is unable to sign.

ADOPTED THIS ____ DAY OF JULY, 2018

By:

Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing
has been reviewed and approved by the City Attorney.

Rey Bailey, City Clerk

Jeffrey L. Burns, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: September 5, 2018

SUBJECT: Second reading of Ordinance No. 18-16-LC, Vested Rights Process

I. BACKGROUND:

The Future Land Use Element of the current Comprehensive Plan for the City of Destin, Policy 1-2.1-5: Grandfather Clause, states that "Existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan shall continue as lawful uses and shall be regulated through administrative remedies for vested rights issues that shall be included in the LDC." Currently there are no existing administrative processes for determining vested rights written in the LDC. Previously, vesting appears to have been at the discretion of the City Manager.

The City Land Use Attorney previously presented the City Council with a proposed process for vested rights determinations, and the City Council subsequently directed the City Land Use Attorney and City Attorney to work together to simplify the proposed process. Both the City Land Use Attorney and the City Attorney have reviewed the proposed Ordinance and have considered comments by Community Development Staff.

On July 19, 2018, the Local Planning Agency found Ordinance No. 18-16-LC consistent with Comprehensive Plan: 2020, and recommended the adoption of said Ordinance by City Council by a vote of 5-0 (Motion - Shelton, 2nd McDowell).

II. DISCUSSION:

The intent of the attached proposed regulations is to establish a procedure for vested rights determinations under Policy 1-2.1.5, in order to provide for an equitable process for the determination of whether a property owner has vested

rights. As currently proposed, a property owner could apply to the City Council for a vested rights determination by demonstrating that they fall into one of three clearly outlined categories, as detailed in the Ordinance. Also, the Ordinance specifically prohibits any change to add a new land use, or to change the vested mix of land uses that alters the basic character of the vested development, or any change in access to the project that would increase the project's transportation impacts.

A. Link to Strategic Goals / Objectives: 5B Enhance opportunities for economic growth and diversity within the City.

B. Effect on Budget (EOB): There is not any anticipated effect on the budget at this time.

C. Level of Service (LOS): There is not anticipated effect on the City's Level of Service at this time.

III. CONCLUSION:

The proposed regulations establish a clear process for the City to follow when a request for a vested rights determination is received, and puts the ultimate decision-making into the hands of the City Council. The process provides that applications would be submitted to the City Manager, who would consult with the city attorneys and city staff in reviewing a vested rights determination application to determine sufficiency of the application. The application would then be scheduled for a public hearing before the City Council, who would make a final determination as to whether a vested rights determination is granted. Any appeal of the City Council's decision would be by writ of certiorari in the circuit court.

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 18-16-LC on 2nd Reading.

Attachments:

1. 8.06.18 Ord. 18-16-LC - Vested Rights Determination - Exhibit A

ORDINANCE NO. 18-16-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE TO ESTABLISH A PROCESS FOR VESTED RIGHTS DETERMINATIONS; PROVIDING FOR INTENT; PROVIDING FOR ELIGIBILITY TO APPLY FOR A VESTED RIGHTS DETERMINATION; PROVIDING FOR APPLICATION REQUIREMENTS, APPLICATION CATEGORIES, AND APPLICATION PROCEDURES; PROVIDING FOR APPEALS; PROVIDING FOR ULTRA VIRES PROTECTIONS; PROVIDING FOR NOTICES TO THE STATE; PROVIDING FOR AUTHORITY; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, pursuant to the requirements of section 163.3164, et seq., Florida Statutes, the Community Planning Act, (hereinafter “Community Planning Act”) the City of Destin has adopted and has in effect a Comprehensive Plan; and

WHEREAS, the City Council and the City’s Local Planning Agency have previously undertaken the necessary studies and have adopted a Comprehensive Plan to guide and control growth in the city; and

WHEREAS, Policy 1-2.1.5 of the City’s adopted Comprehensive Plan provides that existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan continue as lawful uses; and

WHEREAS, Policy 1-2.1.5 of the City’s adopted Comprehensive Plan requires that implementing regulations and administrative remedies be set forth in the City’s Land Development Code for vested rights issues;

WHEREAS, the City Council desires to adopted implementing land development regulations consistent with the adopted Comprehensive Plan in accordance with the Community Planning Act; and

WHEREAS, the City Council of the City of Destin recognizes that there is insufficient parking in the City to serve additional development within the City limits, and as such, new development and redevelopment must provide sufficient parking for the development being proposed; and

WHEREAS, the City Council desires to balance the welfare and quality of life of its citizens and tourist population, and of all the public, with the rights of private property owners; and

WHEREAS, the City Council of the City of Destin, Florida hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of the City of Destin, Florida; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.

Section 2. Creation of Section 2.26.00, of Article 2 of the Land Development Code.

The City of Destin Land Development Code, Article 2, Section 2.26.00 is hereby created as follows: Underlined language is language proposed to be added and * * * represents sections of the Land Development Code that have been skipped and remain unchanged.

Article . 2 Administration.

* * *

Section 2.26.00 Vested Rights Determinations.

For purposes of this entire Chapter on Vested Rights Determinations, the term “and” is conjunctive, and the term “or” is disjunctive.

Section 2.26.01. Intent.

This chapter is intended to provide implementing land development regulations consistent with Policy 1-2.1.5 of the City’s adopted Comprehensive Plan.

A. The intent of the procedure for Vested Rights Determinations is to provide for a fair and equitable process for the determination of whether a property owner has vested rights as of April 2, 2018.

B. The purchase of property in reliance on then existing zoning, without more, shall not vest the purchaser's right to develop in accordance with said zoning.

C. The City does not deem there are any applicants eligible for Vested Rights within the City, wherein the claimed Vested Right would allow a property owner to not provide parking onsite of the proposed development, for one hundred percent of the maximum allowed occupancy, whether commercial or residential, of the proposed project.

D. The City deems that no Applicants shall receive recognition of a Vested Right that impermissibly obligates the City to provide its credit for the benefit of the Applicant.

Section 2.26.02. Eligibility to Apply for a Vested Rights Determination

A. This process is only available to property owners who personally, or through their predecessors in title, can provide written proof that prior to April 2, 2018, they applied to the City of Destin to build something on the property that was never built on a specific parcel of property, and that they are able to meet one of the three categories of applications set forth below in section 2.26.03.

B. The scope of any such request for a Vested Right shall be limited to what was applied for in the original application filed with the City prior to April 2, 2018, and shall be further limited to any written input or opinions provided by staff at the time of the denial or approval. Any application relied upon by the Applicant, along with any input or opinions from staff, must be attached to any Application

submitted under this Chapter.

C. One may not apply if they are seeking a determination as to anything that was subject to an unexpired development order, which was pending as of April 2, 2018, and any building heights, density, and or intensity requirements in the unexpired development order shall continue to be legal after the date of the adoption of the Comprehensive Plan, and shall expire on the expiration date contained within the development order.

D. An Applicant may only submit one application for a Vested Rights Determination per parcel, which will require the Applicant to indicate which category the Applicant is applying under. The Categories are mutually exclusive, and Applicants shall only select one category for their application. If an Applicant selects more than one category, then the Application shall be summarily denied if not corrected within three (3) months of the effective date of this Chapter.

Section 2.26.03. Application Categories.

A property owner may make application to the City Council for a Vested Rights Determination if they fall within one of the three categories listed below.

A. Category One

i. The Applicant received a Development Order, which expired sometime in the five (5) calendar years prior to April 2, 2018, and prior to expiration of the Development Order, the Applicant conveyed and constructed a tangible public benefit, for the citizens of Destin, and said public benefit was completely conveyed and constructed prior to the expiration of the Development Order, with the Applicant incurring ascertainable monetary costs at the time of conveyance or construction.

ii. Any such written agreement evincing the Development Order must be attached to the application, and failure to do so will result in a summary denial of the application.

iii. This category of Applicant shall be eligible for a one (1) year revival of the expired Development Order subject to modifications of the design of the project within the Development Order, consistent with this section of the code.

iv. The project shall be modified to require all parking for the development be contained onsite, without any increase in the height, square footage, or footprint of the project.

v. Any order approving of an application from this section, may result in a reduced number of units for the development, and a potential redesign to include an onsite parking garage.

vi. An Order granting or denying an application under this section shall be filed in the public records of Okaloosa County.

B. Category Two

i. The Applicant is party to, or is the assignee of a party named to a fully performed written annexation agreement, and is/was promised certain development rights within the annexation agreement, said development rights not having a defined expiration/termination date within the annexation agreement.

ii. Any Applicant in this category shall be eligible to apply for an amendment to the

Annexation Agreement that will provide a vesting recognition of the development rights within the annexation agreement, with a maximum five (5) year expiration/termination of the development rights conferred within the annexation agreement.

iii. If the Annexation Agreement contains express and identifiable parking specifications that contradict Section I.C., above, then the contents of the Annexation Agreement shall control.

iv. Any such written agreement must be attached to the application, and failure to do so will result in a summary denial of the application.

v. An Order granting or denying an application under this section shall be filed in the public records of Okaloosa County.

C. Category Three

i. The Applicant previously applied for a Development Order, which was denied.

ii. Despite the denial, the Applicant can produce an express written agreement that expressly sets forth, on the face of the document itself, an identifiable vested development right benefitting the Applicant.

iii. Any such written agreement must be attached to the application, and failure to do so will result in a summary denial of the application.

iv. The Applicant shall be required to prove the following:

a. The applicant, prior to April 2, 2018, made a substantial change in position or has incurred extensive obligations or expenses.

b. The following are not considered development expenditures or obligations:

1. Expenditures for legal and other professional services that are not related to the design or construction of improvements;

2. Any form of Taxes paid, or incurred;

3. Expenditures for acquisition of the land, including purchase price and all closing costs.

4. Obligations to any third parties, including but not limited to investors or creditors of the Applicant.

v. This category of Applicant shall be eligible for a one (1) year revival of the expired Development Order subject to modifications of the design of the project within the Development Order.

vi. The project shall be modified to require all parking for the development be contained onsite, without any increase in the height, footprint, or square footage of the project.

vii. Any order approving of an application from this section, may result in a reduced

number of units for the development, and a potential redesign to include an onsite parking garage.

viii. An Order granting or denying an application under this section shall be filed in the public records of Okaloosa County.

Section 2.26.04. Procedure for Applying and Determining Vested Rights.

A. Applications for a vested rights determination shall be submitted to the city manager on a form to be provided by the city.

B. Such application must be filed within six (6) months after the Council passes this ordinance on second reading.

C. Failure to file an application within the required period will constitute an abandonment of any claim to vested rights.

D. The owner of the subject property must either sign the application or give written authorization

E. Judicial relief will not be available unless administrative remedies set forth in this article are exhausted.

F. The city manager, in consultation with the city land use attorney, and city attorney, and city staff, shall review a vested rights determination application for sufficiency, shall forward the request to the city council once it is deemed the Application includes all required information.

G. The city manager shall schedule a public hearing before the city council, which hearing shall be held not later than forty-five (45) days after receipt of an application, said hearing may be continued once, at the discretion of the City Council, upon request of the applicant to the City Council or for good cause.

H. Written notice of the date, time, place and purpose of the hearing shall be mailed by the city clerk to all owners of property located within one hundred fifty (150) feet of the boundaries of the property for which vested rights are sought, according to the latest certified tax roll. (For purposes of this article, such an owner is deemed a "party of record"). Said notice shall be mailed not later than fifteen (15) days prior to the date of the scheduled hearing. Additionally, notice will be published in a local newspaper of general circulation at least ten (10) days prior to the public hearing.

I. The Applicant shall provide a proposed Order to the City Council a minimum of ten (10) days prior to the hearing on the Application.

J. The city council shall render an order to either issue or deny a vested rights determination on the application.

K. The order shall be mailed to the applicant and shall include findings of fact and conclusions of law, and shall state specifically (i) what rights, if any, are vested; (ii) what laws or regulations those rights are vested against; and (iii) what limitations or requirements apply for the applicant to preserve those vested rights.

Section 2.26.05. Appeals.

A. Any appeal of a city council decision on a vested rights determination shall be by petition for certiorari review to the circuit court of Okaloosa County, Florida, based solely on the record of the hearing before the city council. The application forms shall contain a venue selection provision requiring venue to be in Okaloosa County.

B. The applicant is responsible for providing a verbatim transcript of the record of that hearing.

C. Such an appeal must be filed within thirty (30) days after the date the city renders its order.

Section 2.26.06. Prohibited clauses within Proposed Order.

Any proposed Order provided to the City Council shall not include:

A. Any change to add a new land use or to change the vested mix of land uses that alters the basic character of the vested development; or

B. Any change in access to the project that would increase the development's transportation impacts.

Section 2.26.07. Ultra Vires Revocation.

A vested rights determination shall be revoked by operation of law if the Applicant, the Applicant's predecessor in interest, the Applicant's principals or officers, or the Applicant's predecessor in interest's principals or officers, are found to have engaged in criminal or fraudulent activities during the negotiation, execution, or performance of any agreements related to either the application submitted under this Chapter, or within the actions that led to the formation of the proposed project as originally presented to the City prior to April 2, 2018.

Section 2.26.08. Notice of this Ordinance.

Any individual or entity who has applied to the City of Destin for any Development Order within the last five years, whom (1) owns waterfront property within the SHMU, CMU, or NHMU, (2) owns any undeveloped property along Highway 98, or (3) owns any undeveloped property south of Highway 98, shall be provided a copy of this ordinance mailed by certified mail return receipt requested.

Section 3. Incorporation into the Land Development Code.

This ordinance shall be incorporated into the 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 4. Conflicting Provisions.

All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior inconsistent ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date.

This ordinance shall become effective adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2018.

By: _____
Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Esq.

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager**FROM:** Tim Pietenpol, Deputy Public Services Directory**DATE:** August 16, 2018**SUBJECT:** Contract Extension with H&T Contractors, LLC for Miscellaneous Asphalt Continuing Services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 2017.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$400,000 in estimated work has been requested in the FY19 budget for concrete services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the first of four possible contract extensions for the miscellaneous asphalt services provider.

IV. RECOMMENDED MOTION: I move to approve the contract extension, for H&T Contractors, LLC, for miscellaneous asphalt services for one year from October 1, 2018 to September 30, 2019 and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. H&T Contractors LLC FY19 Contract Extension
2. H&T Contractors LLC Misc Asphaltic Concrete Cont Svc 2017

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 7, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

H&T Contractors, LLC

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be 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:

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:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune
City Manager

SEAL

H&T Contractors, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Heather Bailey
(Printed Name)

Misty Shaw
Witness

Janice Wilbur
Witness

Its: Managing Member
(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 16, 2018

SUBJECT: Contract Extension with S.H. Hayes Enterprises, LLC for Miscellaneous Concrete Continuing Services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform concrete services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. S. H. Hayes Enterprises, LLC has satisfactorily provided these services under the current miscellaneous concrete continuing services contract which was effective June 7, 2016.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$185,000 in estimated work has been requested in the FY19 budget for concrete services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous concrete services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous concrete services be extended for one year from October 1, 2018 to September 30, 2019 for S. H. Hayes Enterprises, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. S.H. Hayes Enterprises LLC FY19
Contract Extension
2. S.H. Hayes Enterprises, LLC Original
Contract 2016

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S. H. Hayes Enterprises, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated June 6, 2016 between the City of Destin and S. H. Hayes Enterprises, LLC to provide miscellaneous concrete services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated June 6, 2016 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
Interim City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

S. H. Hayes Enterprises, LLC

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS CONCRETE MAINTENANCE CONTINUING SERVICES CONTRACT

On June 6, 2016 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S. H. Hayes Enterprises, LLC herein referred to as the **Contractor**, to supply miscellaneous concrete maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable concrete maintenance services 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 Time Extensions:

This contract will be in effect from June 7, 2016 through September 30, 2017 and is for supplying the City with concrete maintenance services.

4. Time for Performance:

The Contractor agrees to provide concrete maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 Attorney's Fees

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

15.6 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:

15.7 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:

CARISSE LEJEUNE

~~Greg Kisela~~

4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

S. H. Hayes Enterprises, LLC
PO Box 206
Chipley, FL 32428

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 17th day of June, 2016.

ATTEST:



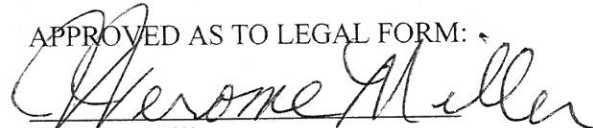
Key Bailey
City Clerk

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune
Interim City Manager

SEAL

APPROVED AS TO LEGAL FORM:


J. Jerome Miller
City Attorney

S. H. Hayes Enterprises, LLC
CONTRACTOR:

By: Samuel H. Hayes
(Signature)

Samuel H. Hayes
(Printed Name)

Dargory C. Hayes
Witness

Charlotte A. Sheffield
Witness

Its: owner
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS RFB No. 16-07-PS. MISCELLANEOUS CONCRETE CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises LLC

Address: P.O. Box 206

City & State: Chipley, Fla Zip Code: 32428

Telephone: () 850-326-5471 Fax: () N/A

Number of Years in Business: 36 yrs experience by owner

PART II Bidding RFB No. 16-07-PS. MISCELLANEOUS CONCRETE CONTINUING SERVICES, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, 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 Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.

ITEM	UNIT	UNIT PRICE
Concrete Driveway 6 inches thick-fiber reinforced	sq ft	\$ 46.50 5.16
Concrete Sidewalk - 4 inches thick installed	sq ft	\$ 4.50
Concrete Flat/Ribbon Curb (12" wide by 8" deep)	lf	\$ 14.00
Concrete Type "D" Curb	lf	\$ 15.00
Concrete Type "E" Curb & Gutter	lf	\$ 19.00
Concrete Type "F" Curb & Gutter	lf	\$ 20.00
Concrete Modified (18") Type "F" Curb & Gutter	lf	\$ 22.00
Fill Dirt provided, delivered, spread and compacted on grade	cu yd	\$ 20.00 20.00
FDOT qualified Traffic Control (MOT) cost	per day	\$ Cost plus 20% 250.00
Bermuda Sod installed	sq yd	\$ 5.50
St Augustine Sod installed	sq yd	\$ 5.50
Centipede Sod installed	sq yd	\$ 5.50
Removal of Concrete 4 inches thick	sq yd	\$ 12.00
Removal of Concrete 6 inches thick	sq yd	\$ 16.00
Removal of Asphalt up to 4 inches thick	sq yd	\$ 12.00
Clear & Grub	sq yd	\$ 20.00
Debris Hauling	cu yd	\$ 30.00
Silt Fence	lf	\$ 2.50
Asphalt Cut with Abrasive Blade	lf	\$ 3.50
Concrete Cut with Abrasive Blade	lf	\$ 4.50
Tree trimming	per hr	\$ 100.00
Aluminum Pipe Guiderail (FDOT Index 870)	lf	\$ 90.00
Irrigation Repair	per hr	\$ Cost Plus 20% 60.00
Irrigation materials at cost plus 20 %		
American Disabilities Act (ADA) truncated dome paver installation	24" x 24" each	\$ 125.00
	24" x 48" each	\$ 250.00
	24" x 60" each	\$ 350.00
	24" x 72" each	\$ 375.00
	24" x 96" each	\$ 410.00
	24" x 120" each	\$ 450.00
	cu ft	\$ 12.50

Swale Installation (grading)

materials provided by City

Labor only

Additional costs associated with the above services and materials not listed:

Pumping water
Pump and concrete
required testing (certified)

\$ cost plus 20%
\$ cost plus 20%
\$ cost plus 20%
\$ _____
\$ _____

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

Samuel Hugh Hayes
(Print or Type)

Signature: _____

Samuel Hugh Hayes

Date of Bid: 5/10/16

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 17, 2018

SUBJECT: Contract Extension with The Emerald Group of Florida, Inc. dba Gulf Coast Electric for Miscellaneous Electrical Continuing Services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform electrical services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. The Emerald Group of Florida Inc., dba Gulf Coast Electric has satisfactorily provided these services under the current miscellaneous electrical continuing services contract which was effective September 16, 2014.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$7,500 in estimated work has been requested in the FY19 budget for electrical services.

C. Level of Service (LOS): No Change.

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous electrical services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous electrical services be extended for one year from October 1, 2018 to September 30, 2019 for The Emerald Group of Florida Inc., dba Gulf Coast Electric and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. The Emerald Group of Florida, Inc
dba Gulf Coast Electric FY19
Contract Extension
2. The Emerald Group of Florida, Inc
dba Gulf Coast Electric Contract
Original FY15

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and The Emerald Group of Florida Inc. dba Gulf Coast Electric ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated September 16, 2014 between the City of Destin and The Emerald Group of Florida Inc. dba Gulf Coast Electric to provide miscellaneous electrical services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 16, 2014 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

**The Emerald Group of Florida Inc.
dba Gulf Coast Electric**

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On September 16, 2014 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of The Emerald Group of Florida Inc. dba Gulf Coast Electric herein referred to as the **Contractor**, to supply miscellaneous electrical services for City properties. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ELECTRICAL
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 electrical services 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 Time Extensions:

This contract will be in effect from October 1, 2014 through September 30, 2015 and is for supplying the City with electrical services.

4. Time for Performance:

The Contractor agrees to provide electrical services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the

Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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.

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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 Attorney's Fees

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

15.6 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:

Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

The Emerald Coast of Florida Inc. dba Gulf Coast
Electric
PO Box 1785
Destin, FL 32540

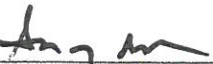
15.7 Public Records

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.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 5TH day of NOVEMBER 2014.

CITY OF DESTIN

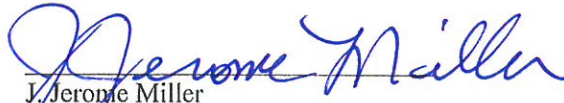
By: 
Greg Kisela
City Manager

ATTEST:

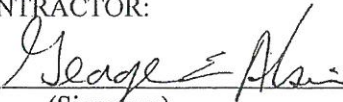

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

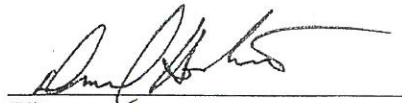

J. Jerome Miller
City Attorney

The Emerald Group of Florida Inc. dba Gulf Coast
Electric
CONTRACTOR:

By: 
(Signature)

George E. AKINS
(Printed Name)


Witness


Witness

Its: CO-OWNER / COO
(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 17, 2018

SUBJECT: Contract Extension with RONCO Electric Service, LLC for Miscellaneous Generator Continuing Services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform major generator repairs. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. RONCO Electric Service, LLC has satisfactorily provided these services under the current miscellaneous generator continuing services contract which was effective March 4, 2013.

II. DISCUSSION: The signing 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 Council. Due to the specific qualifications and certifications needed to work on GENERAC equipment and the fact that only one qualified contractor is within a 20 mile radius of Destin, staff recommends extending the current contract for one year

- A. **Link to Strategic Goals / Objectives:** Organizational Excellence, III. A. 2.
- B. **Effect on Budget (EOB):** \$12,000 in estimated work has been requested in the FY19 budget for generator services.
- C. **Level of Service (LOS):** No change.

III. CONCLUSION: This action allows for a one year contract extension for the miscellaneous generator services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous generator services be extended for one year from October 1, 2018 to September

30, 2019 for RONCO Electric Service, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. RONCO Electric Service, LLC FY19
Contract Extension
2. RONCO Electric Service, LLC
Contract Original 2013

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and RONCO Electric Service, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated March 4, 2013 between the City of Destin and RONCO Electric Service, LLC to provide miscellaneous generator services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated March 4, 2013 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

RONCO Electric Service, LLC

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES CONTRACT

On March 4, 2013, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Ronco Electric Service, LLC., herein referred to as the **Contractor**, to supply miscellaneous generator maintenance services for City facilities. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE GENERATOR MAINTENANCE 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 generator maintenance work for City facilities. 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 March 5, 2013 through September 30, 2013 and is for supplying the City with miscellaneous generator maintenance services.

4. Time for Performance:

The Contractor agrees to provide generator maintenance services as required for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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.

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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. The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in the performance of this contract.

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 Attorney's Fees

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

15.6 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:

Maryann Ustick
City of Destin
4200 Two Trees Road
Destin, Florida 32541

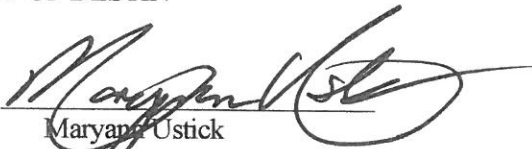
As to the Contractor:

Ronco Electric Service, LLC
80 South Geronimo Street #4
Destin, FL 32550

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 17th day of MARCH, 2013.

CITY OF DESTIN

By:

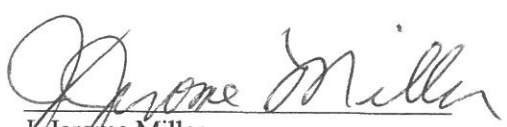

Maryann Ustick
City Manager

ATTEST

SEAL


Rey Bailey
City Clerk

APPROVED AS TO LEGAL FORM:

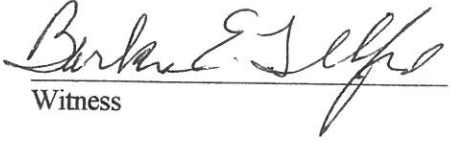

Jerome Miller
City Attorney

Ronco Electric Service, LLC
CONTRACTOR:

By: 
(Signature)

JONATHAN MILLER
(Printed Name)

Its: MGR/MBR
(Title)


Witness


Witness

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 13-08-PS,
MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: PONCO ELECTRIC SERVICE, LLC

Address: 80 S. GERONIMO ST. #4

City & State: DESTIN, FL

Zip Code: 32550

Telephone: () 837-7979

Fax: () 888-709-5364

Number of Years in Business: 6 YRS

PART II Bidding RFB No. 13-08-PS, MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES, as follows:

I. SEMI ANNUAL SERVICE TREATMENT FOR CITY OWNED FACILITIES

1. Bidder must be a certified electrical contractor and certified to work on GENERAC generators. Documentation must be provided.
2. Service must include all manufacturers' recommended work at appropriate hourly levels
3. At a minimum the following must be accomplished:
 - a. Check and adjust engine oil levels as necessary
 - b. Check and adjust engine coolant levels as necessary
 - c. Check the natural gas delivery system and tighten connections as necessary
 - d. Check air inlets and outlets for debris and clean as necessary
 - e. Check the battery electrolyte levels and adjust as necessary
 - f. Check battery posts, cables and charger for loose connections and adjust as necessary
 - g. Check unit wiring for loose connections, corrosion, damage and replace as necessary
 - h. Check the engine accessory drive belts for wear, weather cracking, damage and replace as necessary
 - i. Visual inspection of the unit looking for leaks, wear, damage, loose connections or components, corrosion and correct if needed
 - j. Test the engine and transfer switch safety devices and adjust as necessary
 - k. Initiate and automatic start and transfer of the unit to site load and exercise noting any inconsistencies
 - l. Change oil, oil filter, and air filter as needed
 - m. Check engine spark plugs, clean and re-gap or replace as necessary
 - n. Perform a five minute post service check to ensure unit is operating properly
 - o. Return the unit to standby setup for operation when required
4. List annual cost to perform semi-annual inspection for each generator at locations below:

City Hall, 4200 Indian Bayou Trail, approx 15,000 sf
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf

\$ 497
\$ 497
\$ 397

5. List cost for unscheduled service call

\$ 0

6. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 35 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

Please list any additional costs associated with the above services:

LABOR / HOUR FOR NON- MAINTENANCE

\$ 95

\$ _____

\$ _____

\$ _____

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: JONATHAN MILLER

(Print or Type)

Signature: [Signature]

Date of Bid: 2/7/13

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

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: August 27, 2018

TO: Accounting Clerk/April Nickens

THROUGH: City Manager/Lance Johnson
(Required if exceeds \$350.00)

THROUGH: Finance Director/Bragg Farmer

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk

BRIEF EXPLANATION: Reimbursement to Councilmember Ramswell for expenses incurred while in Hollywood, Florida attending the Florida League of Cities Annual Conference, from August 15-19, 2018

DATE REQUIRED: **NEXT SCHEDULED CHECK RUN** X
(Check One)

MANUAL CHECK REQUIRED _____

VENDOR NAME: Prebble Ramswell

VENDOR ADDRESS: 14 Country Club Drive E
Destin, FL 32541

VENDOR FED ID # _____
(only needed if new vendor)

AMOUNT OF CHECK: \$320.00

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER: _____
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Prebble Ramswell

Travel Dates: August 15-19, 2018

Date:		Wednesday 15-Aug-18	Thursday 16-Aug-18	Friday 17-Aug-18	Saturday 18-Aug-18	Sunday 19-Aug-18	Total
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:		\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 320.00
Total Meals		\$ -	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 320.00
Transportation:							
Airfare:						\$ 363.60	\$ 363.60
Car Rental:					\$ 263.53		\$ 263.53
Fuel Expenses							
Taxi:						\$ 12.16	\$ 12.16
Personal Miles:	\$ 0.560						#
Total Transportation		\$ -	\$ -		\$ 263.53	\$ 375.76	\$ 639.29
Lodging:							
Hotel Charges:		\$ 162.39	\$ 162.39	\$ 162.39	\$ 162.39		\$ 649.56
	\$ -	\$ -	\$ 162.39	\$ 162.39	\$ 162.39		\$ 649.56
Misc. Expenses:							
Parking:							
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.		\$ 525.00					\$ 525.00
Other: Explain: Luggage		\$ 25.00				\$ 25.00	\$ 50.00
Total Misc. Expenses		\$ -	\$ 550.00		\$ -	\$ 25.00	\$ 575.00
Grand Total		\$ -	\$ 776.39	\$ 226.39	\$ 226.39	\$ 489.92	\$ 2,183.85

City of Destin
Travel Expense Claim

Name: Skip Overdier

Department: Councilmember

Travel: Place/Purpose Florida League of Cities Annual Conference

Date: August 15-19, 2018

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 320.00

Airfare: \$ 363.60

Car Rental: \$ 263.53

Fuel Expenses \$ -

Taxi: \$ 12.16

Personal Miles: \$ - POV

Lodging: \$ 649.56

Parking:

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 525.00 Conference Registration

Other: Itemize \$ 50.00

\$ -

\$ -

Total Reimbursable Expenses: \$ 2,183.85

Less: Advances Paid \$ -

Less: Purchasing Card Charges \$ 1,863.85

Balance Due Traveler \$ 320.00

Reimburse City for fuel cost

Net Due Traveler \$ 320.00

Finance Director: Bragg Farmer

Account #: 151110.54

City Manager: Lance Johnson

Date: 8/27/2018

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: August 27, 2018

TO: Accounting Clerk/April Nickens

THROUGH: City Manager/Lance Johnson
(Required if exceeds \$350.00)

THROUGH: Finance Director/Bragg Farmer

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk

BRIEF EXPLANATION: Reimbursement to Councilmember Skip Overdier for expenses incurred at Hollywood, Florida while attending the Florida League of Cities Annual Conference from August 15-19, 2018

DATE REQUIRED: **NEXT SCHEDULED CHECK RUN** **X**
(Check One)

MANUAL CHECK REQUIRED _____

VENDOR NAME: Skip Overdier

VENDOR ADDRESS: 705 Gulf Shore
Destin, FL 32541

VENDOR FED ID # _____
(only needed if new vendor)

AMOUNT OF CHECK: **\$621.78**

CHARGE TO ACCOUNT: **0151110.540000**

P.O. NUMBER: _____
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION **X**

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Skip Overdier

Travel Dates: August 15-19, 2018

Date:		Wednesday 15-Aug-18	Thursday 16-Aug-18	Friday 17-Aug-18	Saturday 18-Aug-18	Sunday 19-Aug-18	Total
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:		\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 320.00
Total Meals		\$ -	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 320.00
Transportation:							
Airfare:							
Car Rental:		\$ 31.85	\$ 31.85	\$ 31.85	\$ 31.85	\$ 31.85	\$ 159.25
Fuel Expenses		\$ 43.12				\$ 61.01	\$ 104.13
Taxi:							
Personal Miles:	\$ 0.560						#
Total Transportation		\$ -	\$ 74.97	\$ 31.85	\$ 31.85	\$ 92.86	\$ 263.38
Lodging:							
Hotel Charges:		\$ 214.00	\$ 214.00	\$ 189.00			\$ 617.00
	\$ -	\$ -	\$ 214.00	\$ 214.00	\$ 189.00	\$ -	\$ 617.00
Misc. Expenses:							
Parking:							
Tolls:		\$ 20.15			\$ 18.25		\$ 38.40
WIFI:							\$ -
Other: Explain: Conf. Reg.		\$ 525.00					\$ 525.00
Other: Explain:							\$ -
Total Misc. Expenses		\$ -	\$ 545.15	\$ -	\$ 18.25	\$ -	\$ 563.40
Grand Total		\$ -	\$ 898.12	\$ 309.85	\$ 284.85	\$ 156.86	\$ 1,763.78

City of Destin
Travel Expense Claim

Name: Skip Overdier

Department: Councilmember

Travel: Place/Purpose Florida League of Cities Annual Conference

Date: August 15-19, 2018

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 320.00

Airfare: \$ -

Car Rental: \$ 159.25

Fuel Expenses \$ 104.13

Taxi: \$ -

Personal Miles: \$ - POV

Lodging: \$ 617.00

Parking:

Tolls: \$ 38.40

WIFI: \$ -

Other: Itemize \$ 525.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,763.78

Less: Advances Paid \$ -

Less: Purchasing Card Charges \$ 1,142.00

Balance Due Traveler \$ 621.78

Reimburse City for fuel cost

Net Due Traveler \$ 621.78

Finance Director: Bragg Farmer

Account #: 151110.54

City Manager: Lance Johnson

Date: 8/27/2018

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 20, 2018

SUBJECT: Contract Extension with Florida Septic & Sewer Service, Inc. for Miscellaneous Stormwater Continuing Services

I. BACKGROUND: The Public Services Department is not equipped nor does it have adequate personnel to perform major stormwater maintenance. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and manpower. Florida Septic & Sewer Service, Inc. has satisfactorily provided these services under the current miscellaneous storm water continuing services contract, which went into effect September 17, 2015.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$60,000 in estimated work has been requested in the FY 19 budget for miscellaneous storm water maintenance.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the forth of four possible contract extensions for the miscellaneous storm water maintenance continuing services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous stormwater services be extended for one year from October 1, 2018 to September

30, 2019 for Florida Septic & Sewer Service, Inc. and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Florida Septic & Sewer Service, Inc
Contract Extension FY19
2. Florida Septic & Sewer Service, Inc.
Original Contract 2015

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Florida Septic & Sewer Services, Inc ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated September 8, 2015 between the City of Destin and Florida Septic & Sewer Services, Inc. to provide miscellaneous stormwater maintenance services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 8, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Florida Septic & Sewer Services, Inc.

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES CONTRACT

On September 8, 2015 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Septic & Sewer Service, Inc. herein referred to as the **Contractor**, to supply miscellaneous stormwater maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

**TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS STORMWATER
MAINTENANCE 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 stormwater maintenance services 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 Time Extensions:

This contract will be in effect from October 1, 2015 through September 30, 2016 and is for supplying the City with stormwater maintenance services.

4. Time for Performance:

The Contractor agrees to provide stormwater maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 Attorney's Fees

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

15.6 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:

15.7 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:

Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Florida Septic & Sewer Service, Inc.
PO Box 7076
150 Industrial Park Road # 2
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 17th day of September, 2015.

ATTEST:



Rey Bailey
City Clerk

CITY OF DESTIN

By: Greg Kisela
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:

J. Jerome Miller
J. Jerome Miller
City Attorney

Florida Septic & Sewer Service, Inc.
CONTRACTOR:

By: John B. Rogers
(Signature)

John B. Rogers
(Printed Name)

Inge M. Kaethoff
Witness

Chor
Witness

Its: Manager
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 15-11-PS,
MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: Florida Septic & Sewer Service, Inc.
Address: P.O. Box 7076 - 150 Industrial Park Rd #2
City & State: Destin, FL Zip Code: 32540
Telephone: () 850-837-7200 Fax: () 850-654-4791
Number of Years in Business: 32

PART II Bidding RFB No. 15-11-PS, MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, 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 Standard Specifications for Road And Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

ITEM

UNIT PRICE

1. Hourly cost associated with stormwater maintenance
2. Materials and Supplies:

\$ 305.00

Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus 20%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

3. Equipment costs, if any:

Included in above hourly
rate

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

4. Contractor is required to provide disposal area. City owned property and right of ways are not authorized without both the Public Services Director and City Manager's written authorization.

5. Any modifications to specified work must be authorized in writing by the Public Services Director.

6. Please list any additional costs associated with the above services and materials:

Disposal - if not provided
area by city

\$ 475.00 per load
\$ _____
\$ _____

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

John Bryan Rogers
(Print or Type)

Signature: _____

John B Rogers

Date of Bid: _____

7-7-15

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 20, 2018

SUBJECT: Contract Extension with Porter Roofing Contractors, Inc. for Miscellaneous Roofing Services.

I. BACKGROUND: The Public Services Department has limited roofing repair equipment and is not equipped to perform major roof projects. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. Porter Roofing Contractors Inc. has satisfactorily provided these services under the current miscellaneous roofing continuing services contract which was effective September 16, 2014.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$10,000 in estimated repairs has been requested in the FY19 budget for roofing repairs.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous roofing continuing services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous roofing services be extended for one year from October 1, 2018 to September 30, 2019 for Porter Roofing Contractors, Inc. and authorize the City Manager to

execute the contract on behalf of the City.

Attachments:

1. Porter Roofing Contractors Inc
Contract Extension FY19
2. Porter Roofing Contractors, Inc
Original Contract 2015

CONTRACT EXTENSION AGREEMENT

This agreement dated the First of October, 2018 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Porter Roofing Contractors Inc. (“Contractor”). The purpose of this agreement is to extend for one year a contract for services dated September 16, 2014 between the City of Destin and Porter Roofing Contractors Inc. to provide miscellaneous roofing services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 16, 2014 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Porter Roofing Contractors, Inc.

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROOFING CONTINUING SERVICES CONTRACT

On September 16, 2014 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Porter Roofing Contractors Inc. herein referred to as the **Contractor**, to supply miscellaneous roofing services for City properties. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

**TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ROOFING
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 roofing services 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 Time Extensions:

This contract will be in effect from October 1, 2014 through September 30, 2015 and is for supplying the City with roofing services.

4. Time for Performance:

The Contractor agrees to provide roofing services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 Attorney's Fees

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

15.6 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:

Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Porter Roofing Contractor Inc.
1851-B Cowen Road
Gulf Breeze, FL 32563

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 6th day of October, 2014.

CITY OF DESTIN

By: 

Greg Kisela
City Manager

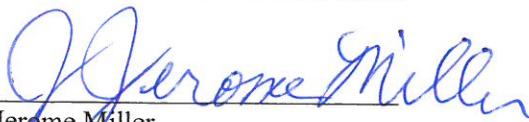
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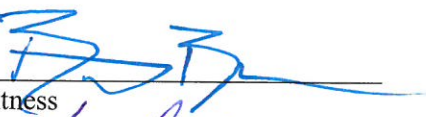
Rey Bailey
City Clerk

SEAL

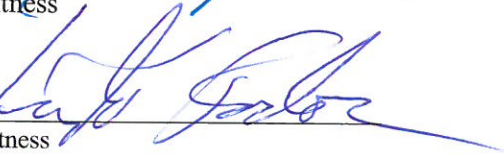
APPROVED AS TO LEGAL FORM:



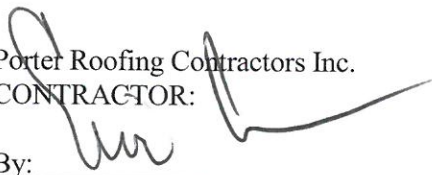
J. Jerome Miller
City Attorney



Witness



Witness

Porter Roofing Contractors Inc.
CONTRACTOR:

By: _____
(Signature)



Eric Cason
(Printed Name)

Its: 

(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 20, 2018

SUBJECT: Contract Extension with Florida Pest Control & Chemical Company for
Miscellaneous Pest Control Continuing Services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform pest control services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower Florida Pest Control & Chemical Company has satisfactorily provided these services under the current miscellaneous pest control continuing services contract which was effective November 17, 2014.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$2,500 in estimated work has been requested in the FY19 budget for pest control services.

C. Level of Service (LOS): No change

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous pest control services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous pest control services be extended for one year from October 1, 2018 to September 30, 2019 for Florida Pest Control & Chemical Company and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Florida Pest Control & Chemical
Company Contract Extension FY19
2. Florida Pest Control & Chemical
Company Original Contract 2015

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Florida Pest Control & Chemical Company ("Contractor"). The purpose of this agreement is to extend for one year a contract for pest control services dated November 17, 2014 between the City of Destin and Florida Pest Control & Chemical Company to provide miscellaneous pest control services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated November 17, 2014 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Florida Pest Control & Chemical Company

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

On November 17, 2014 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Pest Control & Chemical Company herein referred to as the **Contractor**, to supply miscellaneous pest control services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS PEST CONTROL 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 pest control services 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 Time Extensions:**
This contract will be in effect from December 1, 2014 through September 30, 2015 and is for supplying the City with pest control services.
4. **Time for Performance:**
The Contractor agrees to provide pest control services for the satisfactory approval and acceptance by the City.
5. **Compensation:**
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.
6. **Changes in the Work:**
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 Attorney's Fees

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

15.6 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:

15.7 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:

Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Florida Pest Control & Chemical Company
34 Hollywood Boulevard SW
Fort Walton Beach, FL 32548

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19TH day of NOVEMBER, 2014.

ATTEST:

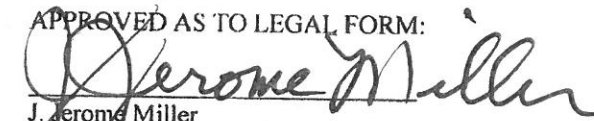

Rey Bailey
City Clerk

CITY OF DESTIN

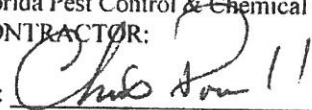
By: 
Greg Kisela
City Manager

SEAL

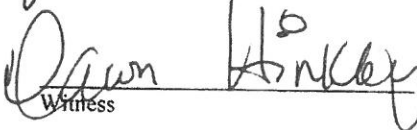
APPROVED AS TO LEGAL FORM:


J. Jerome Miller
City Attorney

Florida Pest Control & Chemical Company
CONTRACTOR:

By: 
(Signature)

CHRIS POWELL
(Printed Name)


Witness

Witness

Its: DIVISION MANAGER
(Title)

original

EXHIBIT A

BID FORM

PART I Bid submitted by:

Company: Florida Pest Control & Chemical Co.Address: 34 Hollywood Blvd. SWCity & State: Ft. Walton Beach, FL Zip Code: 32548Telephone: (850) 243-7166 Fax: (850) 243-1643Number of Years in Business: 65 years

PART II Bidding RFB No. 14-08-PS, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES, as follows:

1. The selected vendor will be required to investigate and treat each facility listed on a monthly basis to ensure pest control.
2. The selected vendor will be required to investigate and treat each facility listed on an annual basis to ensure facilities are termite free.

I. TREATMENT FOR CITY OWNED FACILITIES EACH MONTH

<u>ITEM</u>	<u>ANNUAL PRICE PER FACILITY</u>
Buck Destin Park, 724 Legion Dr, approx 1,900 sf	\$ <u>60.00</u>
City Hall, 4200 Indian Bayou Trail, approx 15,000 sf	\$ <u>216.00</u>
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf	\$ <u>276.00</u>
Clement Taylor Park, 131 Calhoun Ave, approx 450 sf	\$ <u>96.00</u>
Community Center, 101 Stahlman Ave, approx 19,000 sf	\$ <u>276.00</u>
Emergency Operations Center, 4200 Indian Bayou Trail, approx 1500 sf	\$ <u>156.00</u>
Joes Bayou Boat Ramp, 750 Beach Dr, approx 600 sf	\$ <u>156.00</u>
June White Decker Park, 1950 Scenic 98, approx 800 sf	\$ <u>156.00</u>
Library, 150 Sibert Ave, approx 15,000 sf	\$ <u>240.00</u>
Morgan Sports Center, 3950 Indian Bayou Trail, approx 1500 sf	\$ <u>108.00</u>
Morgan Sports Center Bathrooms, 3950 Indian Bayou Trail, approx 500 sf	\$ <u>60.00</u>
Museum 102 Stahlman Ave, approx 5500 sf	\$ <u>108.00</u>
Public Services Facility, 3949 Indian Bayou Trail, approx 12,000 sf	\$ <u>120.00</u>
Shores at Crystal Beach, 2966 Scenic Hwy 98, approx 800 sf	\$ <u>120.00</u>
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf	\$ <u>240.00</u>

II. ANNUAL TREATMENT FOR CITY OWNED FACILITIES

Annual Termite Inspection for all facilities	\$ <u>Included</u>
Annual Termite Treatment cost for all facilities	\$ <u>Priced as needed</u>
Specialty calls for pests such as mice, rats, spiders, fleas, etc	\$ <u>Included</u>
Termite Bond	\$ <u>Priced as needed</u>

Please list any additional costs not covered in this bid package:

Bed bugs-priced as needed

_____ \$ _____

_____ \$ _____

_____ \$ _____

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

PART III Certifications:

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

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding. He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Chris Powell – Division Manager

Signature: Chris Powell (Print or Type)

Date of Bid: 10/10/2014

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager**FROM:** Tim Pietenpol, Deputy Public Services Directory**DATE:** August 20, 2018**SUBJECT:** Contract Extension with Emerald Coast Striping dba Coastline Striping, Inc. for Miscellaneous Road Striping Continuing Services.

I. BACKGROUND: The Public Services Department has limited road striping installation equipment and 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 manpower. Emerald Coast Striping dba Coastline Striping, Inc. has satisfactorily provided these services under the current miscellaneous road striping continuing services contract which was effective September 22, 2015.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$34,000 in estimated repairs has been requested in the FY19 budget for restriping of programmed roadways.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the third of four possible contract extensions for the miscellaneous road striping projects continuing services provider.

IV. RECOMMENDED MOTION:

I move that the contract for miscellaneous road striping be extended for one year from October 1, 2018 to

September 30, 2019 for Emerald Coast Striping dba Coastline Striping, Inc. and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Emerald Coast Striping dba Coastline Striping, Inc Original Contract 2015
2. Emerald Coast Striping dba Coastline Striping, Inc. Contract Extension FY19

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8, 2015 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Emerald Coast Striping, LLC dba Coastline Striping herein referred to as the **Contractor**, to supply miscellaneous road striping services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

**TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS 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 services 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 Time Extensions:**

This contract will be in effect from October 1, 2015 through September 30, 2016 and is for supplying the City with road striping services.

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.

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

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 Attorney's Fees

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

15.6 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:

15.7 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.

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 15-10-PS,
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping DBA Coastline Striping, Inc.

Address: 8840 Fowler Avenue

City & State: Pensacola, FL

Zip Code: 32534

Telephone: (850-477-4484

Fax: (850-477-4481

Number of Years in Business: 10 Yrs

PART II Bidding RFB No. 15-10-PS, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, 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 Standard Specifications for Road And Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

<u>ITEM</u>	<u>UNIT PRICE</u>
1. PER LINEAR FOOT COST:	
Four-inch (4") solid painted traffic stripe:	
Thermoplastic	\$ <u>.45</u> /linear foot
Reflective Bead	\$ <u>.20</u> /linear foot
Four-inch (4") skip painted traffic stripe:	
Thermoplastic	\$ <u>.40</u> /linear foot
Reflective Bead	\$ <u>.15</u> /linear foot
Five-inch (5") solid painted traffic stripe:	
Thermoplastic	\$ <u>.65</u> /linear foot
Reflective Bead	\$ <u>.20</u> /linear foot
Five-inch (5") skip painted traffic stripe	
Thermoplastic	\$ <u>.55</u> /linear foot
Reflective Bead	\$ <u>.20</u> /linear foot
Six-inch (6") solid painted traffic stripe:	
Thermoplastic	\$ <u>.85</u> /linear foot
Reflective Bead	\$ <u>.25</u> /linear foot
Six-inch (6") skip painted traffic stripe	
Thermoplastic	\$ <u>.70</u> /linear foot
Reflective Bead	\$ <u>.25</u> /linear foot
2. Miscellaneous projects (stop bars, messages, etc):	\$ <u>4.00</u> /square foot
3. RPMs	\$ <u>4.50</u> each
RPMs installed	\$ <u>5.00</u> each

4. Please list any additional costs associated with the above services and materials:

_____	\$ _____
_____	\$ _____
_____	\$ _____

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Brad Dunn /General Manager

Signature:  (Print or Type)

Date of Bid: August 20, 2015

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

As to the City:

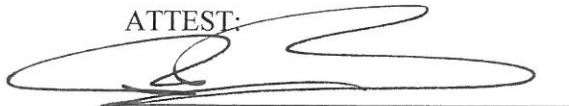
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Emerald Coast Striping LLC, dba Coastline Striping
8840 Fowler Avenue
Pensacola, FL 32534

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 22nd day of September, 2015.

ATTEST:



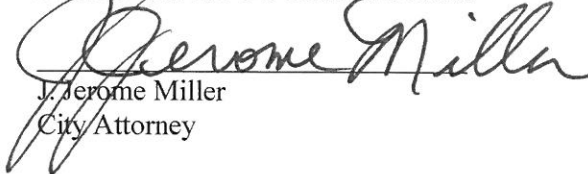
Rey Bailey
City Clerk

CITY OF DESTIN

By: Greg Kisela
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:

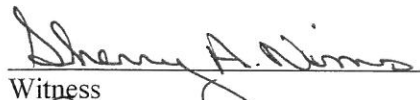


J. Jerome Miller
City Attorney

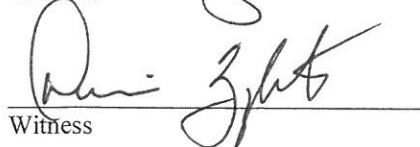
Emerald Coast Striping LLC, dba Coastline Striping
CONTRACTOR:

By: Brad Dunn
(Signature)

BRAD DUNN
(Printed Name)



Sherry A. Nims
Witness



Paul Zolt
Witness

Its: City Manager
(Title)

CONTRACT EXTENSION AGREEMENT

This agreement dated the First of October, 2018 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping dba Coastline Striping, Inc. (“Contractor”). The purpose of this agreement is to extend for one year a contract for services dated September 8, 2015 between the City of Destin and Emerald Coast Striping dba Coastline Striping, Inc. to provide miscellaneous road striping services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 8, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

**Emerald Coast Striping dba
Coastline Striping, Inc.**

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Tim Pietenpol, Deputy Public Services Directory

DATE: August 20, 2018

SUBJECT: Contract Extension with Advance Protective Technologies for Miscellaneous Alarm/Fire Safety Continuing Services

I. BACKGROUND: The Public Services Department is not equipped to perform security and fire safety monitoring and maintenance. It is necessary to outsource the work to vendors who have the equipment and manpower. Advanced Protective Technologies has satisfactorily provided these services under the current miscellaneous alarm/fire safety continuing services contract which was effective March 2, 2015.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$15,000 has been requested in the FY19 budget for monthly monitoring and maintenance

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous alarm/fire safety continuing services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous alarm/fire safety continuing services be extended for one year from October 1, 2018 to September 30, 2019 for Advanced Protective Technologies and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Advanced Protective Technologies
Contract Extension FY19
2. Advanced Protective Technologies
Original Contract 2015

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Advanced Protective Technologies ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated March 2, 2015 between the City of Destin and Advanced Protective Technologies to provide miscellaneous security and fire safety maintenance services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated March 2, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Advanced Protective Technologies

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT

On March 2, 2015 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the quote of Advanced Protective Technologies herein referred to as the Contractor, to supply miscellaneous alarm/fire safety services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ALARM/FIRE SAFETY
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 alarm/fire safety services 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 Time Extensions:

This contract will be in effect from March 3, 2015 through September 30, 2015 and is for supplying the City with alarm/fire safety services.

4. Time for Performance:

The Contractor agrees to provide alarm/fire safety services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

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

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 Attorney's Fees

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

15.6 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:

15.7 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

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 14-11-PS,
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT**

BID FORM

PART I Bid submitted by

Company: Advanced Protective Technologies (APT)
Address: 216 Mountain Dr. #104
City & State Destin, FL Zip Code 32541
Telephone (650) 650-5488 Fax (650) 650-9587
Number of Years in Business: Since 4/1/2003 11 years

PART II Bidding RFB No. 14-11-PS, Miscellaneous Alarm/Fire Safety Continuing Services Contract, as follows

<u>ITEM</u>	<u>PRICE</u>
1 Annual Cost per location	Inspection
Buck Destin Park (Fire)	\$ 240 for Monitoring all locations
City Hall Annex (Alarm/Fire)	\$ 240
City Hall (Alarm/Fire)	\$ 240
Community Center (Alarm/Fire)	\$ 240
Emergency Operations Center (Fire)	\$ 240
Harbor Pump Station (Fire)	\$ 240
Joes Bayou Boat Ramp (Fire)	\$ 240
Library (Alarm/Fire)	\$ 240
Morgan Sports Center (Alarm/Fire)	\$ 240
Destin Museum (Fire)	\$ 240
Public Services Facility (Alarm/Fire)	\$ 240
Sheriff's Office (Fire)	\$ 240
Total	\$ 2880.00
2 Security Alarm monitoring (with online access to reports)	
City Hall Annex	(discounted) \$ 459.60 w/ open & close reports
City Hall	\$ 699.60 for all locations
Community Center	(discounted) \$ 459.60
Library	(discounted) \$ 288.00
Morgan Sports Center	(discounted) \$ 528.00
Public Services Facility	(discounted) \$ 528.00
3 Cost for recharging extinguisher	
2 5# Fire extinguisher	\$ 19.00
5# Fire extinguisher	\$ 27.00
10# Fire extinguisher	\$ 32.00

4. Cost for replacing extinguisher
- | | |
|------------------------|----------|
| 2.5# Fire extinguisher | \$ 35.00 |
| 5# Fire extinguisher | \$ 55.00 |
| 10# Fire extinguisher | \$ 85.00 |
5. Fire Sprinkler System Inspection 1 Annual and 3 Quarterly
- | | |
|--|-----------------------|
| City Hall Annex | \$ 225.00 Annual |
| Community Center (50.00 per Backflow Annually) | \$ 100 per quarter |
| Library | \$ 100.00 per quarter |
| | \$ 100.00 per Quarter |
6. Annual Fire Alarm System Inspection
- | | |
|------------------|-----------|
| Community Center | \$ 275.00 |
| Library | \$ 275.00 |
| City Hall Annex | \$ 275.00 |
7. Semi-Annual Fire System in Range Hood
- | | |
|------------------------------|-----------------------|
| City Hall Annex | \$ 95.00 1st Cylinder |
| Community Center (IF Needed) | \$ 12.80 Fuse Links |
8. Please list any other available services and/or costs associated with the above.
 Non Warranty service calls are at the rate of \$85.00 per hour. After
 the first hour, time will be broken into 15 minute increments.
- \$ 85.00 hourly service

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

PART III Certifications.

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

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

Signature and Certification:

Name and Title of Authorized Representative: Joseph Gore - President
 Signature: Joseph Gore (Print or Type)
 Date of Bid: 12/3/2014

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

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:

Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Advanced Protective Technologies
216 Mountain Drive, #104
Destin, FL 32541

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 10th day of April, 2015.

ATTEST:

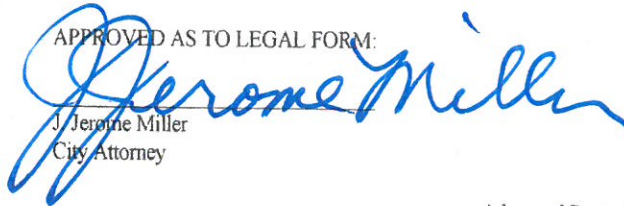

Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:


J. Jerome Miller
City Attorney

Advanced Protective Technologies
CONTRACTOR:

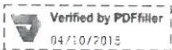
By: Joseph Gore
(Signature)

Joseph Gore
(Printed Name)

Its: President / CEO
(Title)

Eric Millman
Witness

Tonya Hayes
Witness





CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: 3/2/2015

TYPE OF AGENDA ITEM: Staff Report

TO: Mayor and City Council

THRU: Deputy Public Services Dir/Tim Pietenpol 

THRU: Finance Director/Bragg Farmer 

THRU: City Manager/Greg Kisela 

FROM: Information Systems and Tech Dir/Webb Warren 

DATE: 2/10/2015

SUBJECT: Security System Upgrade for City Facilities

I. BACKGROUND:

Most of the security systems throughout the city complexes are over 15 years old. It is increasingly difficult to keep these aging systems in an operable state. The systems frequently have maintenance conflicts with our fire monitoring systems. The security systems do not have the technology to be centrally managed, nor do we have an automated access control system for exterior doors designated for staff use.

In 2014, in order to resolve the maintenance conflicts between the two systems, the city had two request-for-bid processes for consolidated security/fire monitoring and inspection services. These two bid processes resulted in incomplete bid packages submitted to the city.

II. DISCUSSION:

The current security systems in city facilities are outdated and do not provide for centralized management of employee/custodial access to buildings. Management of the security systems are inefficient and time consuming for staff. The city frequently has maintenance conflicts between our security and fire control systems requiring multiple vendors and staff to collaborate to resolve issues. The proposal in this agenda item will streamline the management of employee/custodial access and monitoring/maintenance of all security and fire systems. The new system will also automate access control to provide increased building security, efficient security system management and improved monitoring of access to city facilities.

After the two unsuccessful 2014 RFB processes, the city reached out to four local vendors for quotes for a new security and access control system and a consolidated security/fire monitoring and inspection contract. Three vendors responded and Advanced Protective Technologies (APT) had the lowest quote. Advanced Protective Technologies currently services our security systems and is a Destin-based company. APT has proven to be a responsive and quality security system vendor.

A. **Link to Strategic Goals /Objectives:** Service Excellence

B. **Effect on Budget (EOB):**

- a. Fire and security monitoring and inspections are budgeted in FY2015 budget.
- b. Security and access control system installation: In FY2015 the city received \$55,543 in additional ticket revenue due to an error in the classification of Destin tickets in the Sheriff's financial system. Staff proposes the security and access control system installation be paid with a portion of this additional revenue.

C. **Level of Service (LOS):** This will improve the safety of all our facilities, employees and our visitors. Additionally, it will save maintenance costs and staff time associated with resolving conflicts between our security and fire monitoring systems.

III. **CONCLUSION:** Advanced Protective Technologies (APT) submitted the lowest quote for the installation of a new security and access control system. Additionally, their annual monitoring and inspection services quote was the most competitive. Based on past performance and submitted quotes, APT is the best choice to move forward with installing the new security and access control system as well as consolidating our fire and security monitoring/inspection services.

IV. **RECOMMENDED MOTION:** I move that Council directs the City Manager to finalize and sign the contract for security and fire monitoring services with Advanced Protective Technologies for \$25,420.75 to be funded from the corrected ticket revenue received by the city in fiscal year 2015 and make the appropriate budget amendment to 0151324.564000.

Atch.

1. APT Quote (complete)
2. Redwire Quote (complete)
3. ADT Quote (did not include fire monitoring and inspection)
4. Quote Tabulation



Proposal 4647-00

1/23/2015

ACCESS CONTROL

Access Control

Custom Designed

for

Web Warren

City Of Destin

Advanced Protective Technologies, LLC is the area's leading providers of Home Theater, Sound, Security, Fire and CCTV systems. Our reputation for quality, innovation and professionalism has been carefully built with repeat customers and referrals.

This proposal represents a design carefully prepared with your requirements, our experience and industry standards all balanced to form a workable plan.

Please evaluate this proposal to determine that it meets your needs and budget. APT's design flexibility allows us to easily modify this proposal to truly meet your expectations. This plan can be fully implemented at this time or in stages as your needs grow.

Investing in quality electronics and having them properly installed will provide you with many years of trouble free service and enjoyment. Please let me know how I can help make your ideas become reality.

Joe Gore



Proposal 4647-00

1/23/2015 Section: 5 Page: 1

ACCESS CONTROL

**Web Warren - City Of Destin
Access Control**

Destin, FL 32541

Work: 850-837-4242

Agreement

APT will provide the equipment and the design and installation services described in this proposal. Changes to this proposal will require a written or verbal change order and prices will be revised in accordance with these changes. APT requires a 10 day notice prior to the start of each phase of the installation. Payments must be made in accordance with the terms of this proposal in order to meet the installation dates specified in this proposal.

Guarantee

System includes a one year parts & labor warranty.
Warranty covers manufacturing defects, not misuse or normal wear.
Installation workmanship is guaranteed for one year
Optional on-site technical support service is available.

Payment Terms

50% Deposit due upon acceptance	\$13,914.28
40% Payment due before finish phase	\$11,131.42
10% Payment due upon completion	\$2,782.86 Estimated

Electronics & Installation

Prices quoted are guaranteed until: 2/22/2015
Products & Installation prices are estimated.
Total price will consist of installed products &
actual installation.

	<u>System Price</u>
Products & Install:	27,370.75
Parts & Services:	457.80
Sub Total:	27,828.55
Tax:	
Grand Total:	27,828.55

Date: _____

Web Warren

Date: _____

Joe Gore -



Proposal #647400

1/23/2015

ACCESS CONTROL

Access Control

Custom Designed

for

Web Warren

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Advanced Protective Technologies, LLC is the area's leading providers of Home Theater, Sound, Security, Fire and CCTV systems. Our reputation for quality, innovation and professionalism has been carefully built with repeat customers and referrals.

This proposal represents a design carefully prepared with your requirements, our experience and industry standards all balanced to form a workable plan.

Please evaluate this proposal to determine that it meets your needs and budget. APT's design flexibility allows us to easily modify this proposal to truly meet your expectations. This plan can be fully implemented at this time or in stages as your needs grow.

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Joe Gore

Web Warren - City Of Destin
Access Control

Proposal: 4647-00

1/23/2015 Section: I Page: 1

ADVANCED PROTECTIVE TECHNOLOGIES

SYSTEM DESIGN

ANNEX

This area includes the following products and features:

- 1 ea DSX - 1042 PKG 4 DOOR - ACCESS CONTROL
- 1 ea DSX - LAN MODULE - ACCESS CONTROL
- 1 ea DSX - READER - ACCESS CONTROL
- 1 ea DSX - READER KEYPAD - ACCESS CONTROL
- 1 ea DSX - WINDSX SOFTWARE -
- 1 ea GENESIS - 16/2 -
- 1 ea GENESIS - 18/6 - WIRE & CABLE
- 3 ea HESS - HE9400/0401 - ACCESS CONTROL

CITY HALL

This area includes the following products and features:

- 1 ea DSX - 1042 PKG 4 DOOR - ACCESS CONTROL
- 100 ea DSX - ID-1326 - ACCESS CONTROL - PROX-CARDS
- 1 ea DSX - LAN MODULE - ACCESS CONTROL
- 1 ea DSX - READER - ACCESS CONTROL
- 2 ea DSX - READER KEYPAD - ACCESS CONTROL
- 1 ea DSX - WINDSX SOFTWARE -
- 1 ea GENESIS - 16/2 -
- 1 ea GENESIS - 18/2 -
- 1 ea GENESIS - 18/4 -
- 1 ea GENESIS - 18/6 - WIRE & CABLE
- 3 ea HESS - HE9400/0401 - ACCESS CONTROL

COMMUNITY CENTER

This area includes the following products and features:

- 1 ea AC - AC-1200 - ACCESS CONTROL - 1200 MAGLOCK
- 1 ea BOSCH - DS160 - ACCESS CONTROL
- 1 ea DSX - 1042 - 2 DOOR CNTRL - BOARD ONLY
- 1 ea DSX - LAN MODULE - ACCESS CONTROL
- 1 ea DSX - READER - ACCESS CONTROL
- 1 ea DSX - READER KEYPAD - ACCESS CONTROL
- 1 ea GENESIS - 16/2 -
- 1 ea GENESIS - 18/2 -
- 1 ea GENESIS - 18/4 -

**Web Warren - City Of Destin
Access Control**

Proposal: 4647-00 v1

1/23/2015 Section: 1 Page: 2

ADVANCED PROTECTIVE TECHNOLOGIES

- 1 ea GENESIS - 18/6 - WIRE & CABLE
- 1 ea HESS - HE-9400/0401 - ACCESS CONTROL
- 1 ea STI - SS-2458EX - ACCESS CONTROL

LIBRARY

This area includes the following products and features:

- 1 ea AC - AC-1200 - ACCESS CONTROL - 1200 MAG LOCK
- 1 ea AC - AC-1200S - ACCESS CONTROL
- 2 ea ADEMCO - 947-75TBR - SECURITY - 3/1 RECESSED STEEL DOOR CONTACT
- 2 ea BOSCH - DS160 - ACCESS CONTROL
- 1 ea DSX - 1042 PKG - ACCESS CONTROL
- 1 ea DSX - LAN MODULE - ACCESS CONTROL
- 2 ea DSX - PAM4 - ACCESS CONTROL - RELAY
- 1 ea DSX - READER - ACCESS CONTROL
- 1 ea DSX - READER KEYPAD - ACCESS CONTROL
- 1 ea GENESIS - 16/2 -
- 1 ea GENESIS - 18/2 -
- 1 ea GENESIS - 18/4 -
- 1 ea GENESIS - 18/6 - WIRE & CABLE
- 2 ea STI - SS-2458EX - ACCESS CONTROL

MORGANS SPORT CENTER

This area includes the following products and features:

- 1 ea DSX - 1022-NV - 2 DOOR CONTROLLER
- 1 ea DSX - LAN MODULE - ACCESS CONTROL
- 1 ea HESS - HE-830010403 - ACCESS CONTROL

PUBLIC SERVICES BLDG

This area includes the following products and features:

- 1 ea DSX - 1022-NV - 2 DOOR CONTROLLER
- 1 ea DSX - LAN MODULE - ACCESS CONTROL
- 1 ea DSX - READER KEYPAD - ACCESS CONTROL
- 1 ea GENESIS - 16/2 -
- 1 ea GENESIS - 18/6 - WIRE & CABLE
- 1 ea HESS - HE-830010403 - ACCESS CONTROL

Web Warren - City Of Destin
Access Control

Proposal 46-7-00

1/23/2015 Section: 3 Page: 1

ADVANCED PROTECTIVE TECHNOLOGIES

AREA SUMMARY

ANNEX	\$5,488.31
CITY HALL	\$6,354.62
COMMUNITY CENTER	\$3,769.62
LIBRARY	\$1,751.72
MORGANS SPORT CENTER	\$2,116.64
PUBLIC SERVICES BLDG	\$2,939.84

Other Labor: 1,950.00

	<u>System Price</u>
Products & Install:	27,370.75
Parts & Services:	457.80
Sub Total:	27,828.55
Tax:	
Grand Total:	27,828.55



Proposal 4647-00

1/23/2015 Section: 5 Page: 1

ACCESS CONTROL

Web Warren - City Of Destin
Access Control

Destin, FL 32541

Work 850-837-4242

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System includes a one year parts & labor warranty.
Warranty covers manufacturing defects, not misuse or normal wear.
Installation workmanship is guaranteed for one year.
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Payment Terms

50% Deposit due upon acceptance	\$13,914.28
40% Payment due before finish phase	\$11,131.42
10% Payment due upon completion	\$2,782.86 Estimated

Electronics & Installation

Prices quoted are guaranteed until: 2/22/2015

Products & Installation prices are estimated.

Total price will consist of installed products & actual installation.

	<u>System Price</u>
Products & Install:	27,370.75
Parts & Services:	457.80
Sub Total:	27,828.55
Tax:	
Grand Total:	27,828.55


Date: 3/4/15
Greg Kiseia, City Manager

Date:

Joe Gore -

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 14-11-PS,
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT**

BID FORM

PART I Bid submitted by:

Company: Advanced Protective Technologies (APT)
 Address: 216 Mountain Dr. #104
 City & State Destin, FL Zip Code: 32541
 Telephone (850) 650-5488 Fax: (850) 650-9587
 Number of Years in Business: Since 4/1/2003 11 years

PART II Bidding RFB No 14-11-PS, Miscellaneous Alarm/Fire Safety Continuing Services Contract, as follows:

<u>ITEM</u>	<u>PRICE</u>
1. Annual Cost per location	Inspection
Buck Destin Park (Fire)	\$ 240 for Monitoring all locations
City Hall Annex (Alarm/Fire)	\$ 240
City Hall (Alarm/Fire)	\$ 240
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Destin Museum (Fire)	\$ 240
Public Services Facility (Alarm/Fire)	\$ 240
Sheriff's Office (Fire)	\$ 240
Total	\$ 2880.00
2. Security Alarm monitoring (with online access to reports)	
City Hall Annex	(discounted) \$ 459.60 w/ open & close reports
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3. Cost for recharging extinguisher	
2 5# Fire extinguisher	\$ 19.00
5# Fire extinguisher	\$ 27.00
10# Fire extinguisher	\$ 32.00

4. Cost for replacing extinguisher
- | | |
|------------------------|----------|
| 2.5# Fire extinguisher | \$ 35.00 |
| 5# Fire extinguisher | \$ 55.00 |
| 10# Fire extinguisher | \$ 85.00 |
5. Fire Sprinkler System Inspection 1 Annual and 3 Quarterly
- | | |
|--|-----------------------|
| City Hall Annex | \$ 225.00 Annual |
| Community Center (50.00 per Backflow Annually) | \$ 100 per quarter |
| Library | \$ 100.00 per quarter |
| | \$ 100.00 per Quarter |
6. Annual Fire Alarm System Inspection
- | | |
|------------------|-----------|
| Community Center | \$ 275.00 |
| Library | \$ 275.00 |
| City Hall Annex | \$ 275.00 |
7. Semi-Annual Fire System in Range Hood
- | | |
|------------------------------|-----------------------|
| City Hall Annex | \$ 95.00 1st Cylinder |
| Community Center (IF Needed) | \$ 12.80 Fuse Links |
8. Please list any other available services and/or costs associated with the above:
Non Warranty service calls are at the rate of \$85.00 per hour. After
the first hour, time will be broken into 15 minute increments.
 \$ 85.00 hourly service

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Joseph Gore - President

Signature Joseph Gore  Verified by PDFfiller (Print or Type)

Date of Bid 12/3/2014

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

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 14-11-PS,

MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFB NO. 14-11-PS

2. This sworn statement is submitted by Advanced Protective Technologies whose
business address is 216 Mountain Dr. #104 Destin, FL 32541

and (if applicable) Federal Employer Identification Number (FEIN) is 81-0609164 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Joseph Gore and my relationship to the entity named
above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a
violation of any state or federal law by a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or with the United States, including, but
not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political
subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion,
racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means
finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state
trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

2. An entity under the control of any natural person who is active in the management of the entity and who
has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The
ownership by one of shares constituting a controlling income among persons when not for fair interest in another
person, or a pooling of equipment or income among persons when not for fair market value under a length
agreement, shall be a prima facie case that one person controls another person. A person who was knowingly
convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFB No. 14-11-PS, Miscellaneous ALARM/FIRE Safety Continuing Services Contract

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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.

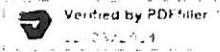
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☐ 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)

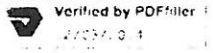
☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person 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.)

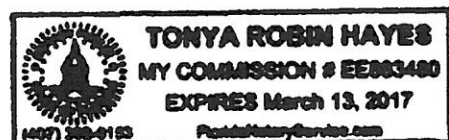

Joseph Gore
(Signature)
Date: 12/3/2014

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 03 day of December, 2014, and is personally known to me, or has provided _____ as identification.


Tonya Hayes
Notary Public

My Commission expires: March 13, 2017



**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 2, 2015
ANNEX COUNCIL CHAMBERS
6:00 PM**

#19

*****Core Value of the Month – Professional Development of Officials, Staff, and Volunteers*****

SPECIAL PRESENTATIONS

1. Proclamation recognizing the 20th year anniversary of the Mattie Kelly Arts Foundation – Ms. Marcia Hull, Chief Executive Officer

The Mayor Pro Tem read the proclamation recognizing the 20th year anniversary of the Mattie Kelly Arts Foundation and then presented it to the Foundation's chief executive officer and board members.

APPROVAL OF MINUTES

2. Request approval of minutes of the February 17, 2015 regular council meeting

Motion to approve the minutes of the February 17, 2015 regular council meeting passed 7-0.

PUBLIC HEARINGS

3. Second reading of Ordinance 15-02-LC, which amends the City of Destin Land Development Code by creating a definition for thrift stores, large and by amending Table 7-2: *Table of Allowable Uses*, to provide for thrift stores, large as an allowable use in the Town Center Mixed Use zoning district.

Motion to adopt Ordinance 15-02-LC on 2nd reading and direct staff to forward it to the Municipal Code Corporation for publication in Destin's Land Development Code passed 7-0.

CONSENT AGENDA*

4. Request for use of city streets for the Annual Destin Little League, Inc. Opening Day Parade on March 7, 2015
5. Request approval to construct a 90' x 8' marginal dock – Justin Goff / Marine Construction

Motion to approve Consent Agenda items #4 & #5, as printed above, passed 7-0.

RESOLUTIONS

6. Resolution 15-03 – Support construction of the Calhoun Avenue pedestrian facilities improvements with Transportation Alternative Program (TAP) funding

Motion to approve Resolution 15-03, expressing support for the Calhoun Avenue Pedestrian Facilities Plan, and to further authorize the Mayor to sign the resolution on behalf of the City Council passed 7-0.

SCHEDULED PRESENTATIONS FROM THE PUBLIC **

7. Update on Okaloosa County Restore Act Funding –Sal Nodjomian / Sam SeEVERS
8. Fiscal Year 2014 Comprehensive Annual Financial Report, presented by Bruce Nunnally/Partner - Carr, Riggs & Ingram, LLC

Motion to accept the Fiscal Year 2014 audit passed 7-0.

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

9. Councilmember Trammell
10. Councilmember Wood
11. Councilmember Marler
12. Councilmember Foreman
13. Councilmember Dixon
14. Councilmember Ramswell
15. Councilmember Braden
 - a. Nomination of Mr. Gary “Skip” Overdier to the Code Enforcement Board

Motion to appoint Mr. Gary “Skip” Overdier to the Code Enforcement Board passed 7-0.

16. Mayor Ponder

STAFF REPORTS AND RECOMMENDATIONS

- 17. City Attorney comments
- 18. City Land Use Attorney comments
- 19. Security system upgrade for City facilities

Motion to direct the City Manager to finalize and sign the contract for security and fire monitoring services with Advanced Protective Technologies for \$25,420.75 to be funded from the corrected ticket revenue received by the city in fiscal year 2015 and make the appropriate budget amendment to 0151324.564000 passed 7-0.

- 20. City Manager comments

Staff will bring back price proposals for ordinary street signs, more decorative street signs, and lighted signs for Hwy 98 for council's consideration within the next 30 days.

The City Manager presented two possible dates for which to schedule presentations on visualization studies from the four short-listed companies.

Motion to schedule a special council meeting to hear the presentations on the visualization studies on Thursday, March 19, 2015, at 6:00 PM passed 7-0.

The City Manager announced that the FDOT Safety Assessment Report for the section of Hwy 98 from the east end of the Marler Bridge to Indian Bayou Trail will be referred to the City's Public Works/Safety Committee and the Town Center and Harbor CRA Advisory Committees for their input and recommendations; and then to the City Council for discussion on April 6, 2015.

ADJOURNED: 7:20 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** David Campbell, Public Services Director
Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager**FROM:** Tim Pietenpol, Deputy Public Services Directory**DATE:** August 20, 2018**SUBJECT:** Contract Extension with S.H. Hayes Enterprises, LLC for Miscellaneous Fencing Continuing Services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform fencing services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. S. H. Hayes Enterprises, LLC has satisfactorily provided these services under the current miscellaneous fencing continuing services contract which was effective June 5, 2017.

II. DISCUSSION: The signing 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 Council.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$5,000 in estimated work has been requested in the FY19 budget for fencing services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous fencing services provider.

IV. RECOMMENDED MOTION:

I move that the contract for miscellaneous fencing continuing services be extended for one year from October 1, 2018 to September 30, 2019 for S.H. Hayes Enterprises, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. S.H. Hayes Enterprises, LLC Contract Extension FY19
2. S.H. Hayes Enterprises, LLC Original Contract 2017

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2018 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S. H. Hayes Enterprises, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated June 5, 2017 between the City of Destin and S. H. Hayes Enterprises, LLC. to provide miscellaneous fencing services for the City.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated June 5, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

S.H. Hayes Enterprises, LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS FENCING MAINTENANCE CONTINUING SERVICES CONTRACT

On June 5th, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S. H. Hayes Enterprises, LLC herein referred to as the **Contractor**, to supply miscellaneous fencing maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS FENCING 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 fencing maintenance services 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 Time Extensions:

This contract will be in effect from June 5, 2017 through September 30, 2018 and is for supplying the City with fencing maintenance services.

4. Time for Performance:

The Contractor agrees to provide fencing maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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 Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his 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 nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein 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:

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:

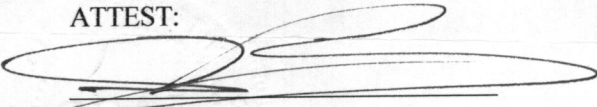
Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

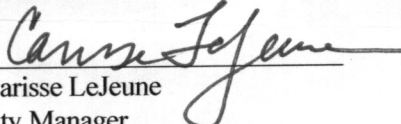
S. H. Hayes Enterprises, LLC
707 West 8th Street Circle
Lynn Haven, FL 32444

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 23rd day of JULY, 2017.

ATTEST:

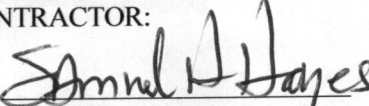

Rey Bailey
City Clerk

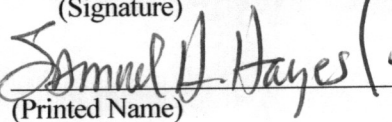
CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

SEAL

S. H. Hayes Enterprises, LLC
CONTRACTOR:

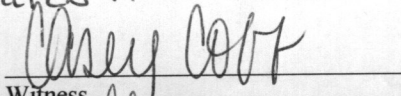
By: 
(Signature)


(Printed Name)

Its: Co-owner
(Title)


Witness

Karen P. Fontaine


Witness
Casey Cobb

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Bragg Farmer, Finance Director
Lance Johnson, Interim City Manager

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: August 24, 2018

SUBJECT: Contract Extension with Gulf Coast Environmental Contractors, Inc. for
Miscellaneous ROW/Median Landscape Maintenance Continuing Services

I. BACKGROUND: Historically the City of Destin has elected to maintain certain specific right-of-ways (ROW) and medians along major transportation corridors within the Destin city limits to a higher standard. For approximately two decades the City has contracted for these services as the City does not possess the personnel or equipment required to provide these services.

The specified areas to be maintained are as follows: U.S. Highway 98 from the Marler Bridge to the Walton County Line; Mountain Drive from Benning Drive to Stahlman Avenue; Legion Drive from Main Street to Beach Drive; Main Street from Highway 98 to Airport Road; Airport Road from Highway 98 to Main Street and Scenic Highway 98 from Matthew Boulevard to the Walton County line.

In September, 2017 the City awarded Gulf Coast Environmental Contractors, Inc. to provide the above services to the City, with a contract renewable up to four times to provide Median/ROW Landscape Maintenance for the City managed properties specified above.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Goal #2: Green & Sustainable Environment

Goal #4: Enhanced Quality of Life & Safety for Families

B. Effect on Budget (EOB): Adequate funds have been budgeted for these services.

C. Level of Service (LOS): Contracting for these services enables the City to

maintain the landscaping
in specified locations to a higher standard of appearance and public safety.

III. CONCLUSION: This action allows for one (1) of four (4) possible contract extensions for the miscellaneous ROW/Median Landscape Maintenance Contract.

IV. RECOMMENDED MOTION:

I move that Council approve the first extension for the Miscellaneous ROW/Median Landscape Maintenance Contract with Gulf Coast Environmental Contractors, Inc. for fiscal year 2019 and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Gulf Coast Environmental Contractors, Inc. Original Contract Miscellaneous ROW_Median Landscape Maint. Continuig Services Contract FY18
2. Bid Form 18-02-REC Gulf Coast Environmental Contractors, Inc.
3. Gulf Coast Environmental Contractors, Inc. FY19 Contract Extension

CITY OF DESTIN, FLORIDA

17-40

CONTRACT

**MISCELLANEOUS RIGHT OF WAY/MEDIAN
LANDSCAPE MAINTENANCE CONTINUING SERVICES CONTRACT**

On September 18, 2017, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of GULF COAST ENVIRONMENTAL CONTRACTORS, INC. herein referred to as the **Contractor**, to supply miscellaneous right of way (ROW) and median landscape maintenance services for City projects. The Bid Packet, Addenda, Contractor's Bid Submission and Contractor's Cost Schedule as submitted on the Bid Form for the terms of their engagement are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein, though if there is any conflict in terms, the terms of this agreement supersede the terms contained within Exhibit "A".

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 and signed by the City Manager and Contractor.

2. Intent of Contract:

This contract is to maintain the safest, cleanest, healthiest and most aesthetically pleasing Right of Ways (ROW) and medians, as designated by the City. Not all Right of Ways and medians located within the City are to be maintained under this agreement. This includes but not limited to; daily removal of litter and debris; meeting or exceeding all relevant FDOT and other governmental maintenance standards for turf, ornamental plants/trees and planting beds; maintaining healthy plants and mitigating unwanted pests. 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 is for one year, and shall be in effect from October 1, 2017, through September 30, 2018. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

4. Time for Performance:

The Contractor agrees to provide right of way landscaping services as required 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. Remuneration shall be made in twelve equal monthly payments in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor. Payments shall only be made upon the City's receipt of a properly itemized invoice for the previous month's work. Work performed for any portion of a fiscal year shall be paid monthly upon the City's receipt of a properly itemized

invoice and shall be based on the prorated portion of the annual contract amount.

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.

7.1 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. Said certificates of insurance of contractor are attached hereto as Exhibit "B".

If any part of the Work is sublet, similar insurance shall be provided by and on behalf of any subcontractors. Contractor is responsible for providing the City with all proofs of insurance on behalf of the subcontractors.

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.

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:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A". For each non-routine task, the Contractor shall be issued a work order by the City's Parks & Recreation Director or designee. The Parks & Recreation Director or designee shall 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 Parks & Recreation Director or designated representative.

12. Termination for Default:

The Contract shall remain in force for the full period specified, and until the City Manager or her designee determines that all requirements and conditions have been satisfactorily met, and the City Manager or her 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 shall have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required, or to 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 shall give the Contractor five (5) days' notice, whereupon the Contract shall be terminated, unless the Contractor cures the failure to perform to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor shall be entitled to receive compensation for Contract services satisfactorily performed by the Contractor 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 her 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.

15.2 Venue

Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

15.3 Mechanic's Liens

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in the performance of this contract.

15.4 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.

15.5 Sovereign Immunity

The parties further agree, that 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.

15.6 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.

15.7 Attorney's Fees

In any dispute relating to this contract, each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute (federal or state).

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.
- E. Contact the City Clerk if Contractor has any questions or concerns about Contractor's duties regarding public records.

15.9 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 AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANYWAY TO THE PERFORMANCE OF, OR FORMATION OF THIS AGREEMENT.

15.10 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:

Carisse LeJeune
City of Destin
4200 Indian Bayou Trail

As to the Contractor:

Insert Name
Insert Company Name
Insert Street Address

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 29th day of SEPTEMBER, 2017.

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune, City Manager

ATTEST

Rey Bailey
Rey Bailey, City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Approved Via Attached Email
Jeff Burns, City Attorney

CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

[Signature]
Witness

By: [Signature]
(Signature)
Tracy Hayes
(Printed Name)

[Signature]
Witness

Its: President
(Title)

RESOLUTION 17-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE FISCAL YEAR 2018 RIGHT-OF-WAY MAINTENANCE CONTRACT BETWEEN THE CITY OF DESTIN AND GULF COAST ENVIRONMENTAL CONTRACTORS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, The City of Destin desires to maintain the medians and/or right-of-ways along certain travel corridors; and

WHEREAS, the City has invested a substantial amount of funds in the landscaping plants and infrastructure in these areas; and

WHEREAS, the City does not have the personnel and equipment required to perform these services; and

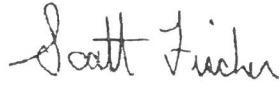
WHEREAS, The City solicited bids from qualified contractors to perform these services on behalf of the City; and

WHEREAS, the Bid Committee reviewed all bid submissions and found Gulf Coast Environmental Contractors, Inc. to be the lowest, responsible and responsive bidder;

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the contract between the City of Destin and Gulf Coast Environmental Contractors, Inc. to provide routine landscape maintenance of specified medians and/or right-of-ways within the Destin City Limits, effective on October 1, 2017 for a twelve month period ending September 30, 2018.

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

SO DONE THIS THE 18TH DAY OF SEPTEMBER 2017
By:



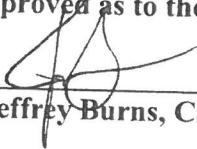
Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

Approved as to the form and legal sufficiency:



Jeffrey Burns, City Attorney

BID FORM for RFB 18-02-REC**PART I** Bid submitted by:Company: Gulf Coast Environmental Contractors, Inc.Primary Contact's Name & Title: Scott Hayes, ManagerAddress: 1765 E. Nine mile Rd. Suite 1, #110City & State: Pensacola, FL Zip Code: 32514Telephone: (850) 433-6770 Fax: (850) 435-9326Number of Years in Business: 16 Email: Gcec@cox.net**PART II** Bidding RFB No. 18-02-REC, Miscellaneous Right of way Maintenance Continuing Services Contract:**Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations, current edition.****Section I** (List your proposed annual cost (bid) for each of the six (6) locations listed as well as the total for all 8 locations.)1. **US HIGHWAY 98** (FROM THE MARLER BRIDGE TO AIRPORT ROAD) This includes all landscaped medians and specified roadside ROW areas.\$ 46,550.002. **US HIGHWAY 98** (FROM AIRPORT ROAD TO MATTHEW BLVD.) This includes all landscaped medians and specified roadside ROW areas.\$ 27,350.003. **US HIGHWAY 98** (FROM MATTHEW BLVD. TO KEL WEN CIRCLE) This includes all landscaped medians and specified roadside ROW areas.\$ 14,550.004. **US HIGHWAY 98** (FROM KEL WEN CIRCLE TO THE WALTON COUNTY LINE) This includes all landscaped medians and specified roadside ROW areas.\$ 46,550.005. **MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all medians and all roadside ROWs to the south of Mountain Drive between the sidewalk and Mountain Drive; to include all roadside ROWs to the north of Mountain Drive; to include the Benning Dr./Mountain Dr. roundabout and to include the ROW areas extending approximately 200 feet to the north, 200 feet to the south and 200 feet to the east of the Benning Dr./Mountain Dr. roundabout-intersection.\$ 9,500.006. **MAIN STREET:** From Harbor Blvd/HWY 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the area of Main St. in front of the American Legion. This includes all medians and all roadside ROWs between the sidewalk and Main Street.\$ 5,000.007. **LEGION DRIVE:** From Main Street to Beach Drive to include all medians and all roadside ROWs between the sidewalk and Legion Drive.\$ 2,000.00INITIALS of PROPOSER: JCH

8. **AIRPORT ROAD:** From Harbor Blvd./Highway 98 to Main Street to include all medians, and to include all roadside ROWs between the sidewalk and Airport Road.

\$ 17,500.⁰⁰

6. **SCENIC HIGHWAY 98:** (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all specified medians and to include all specified roadside ROW's between the sidewalk and Scenic Hwy. 98 and to include all specified City owned parking areas along Scenic Hwy 98.

\$ 11,000.⁰⁰

Section I Total

\$ 180,000.⁰⁰

BID FORM CONTINUED ON NEXT PAGE

PROCEED TO SECTION II

INITIALS of PROPOSER.

JCH

Section II (List your bid for item B, item C and item D below.)

RFB: 18-02-REC

MISCELLANEOUS REQUIREMENTS:

- A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.
- B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

\$ 65.00 Per staff hour worked

- C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 15 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

- D. Flat rate to replace damaged/malfunctioning irrigation heads (labor & materials.) \$ 25.00 per irrigation head.

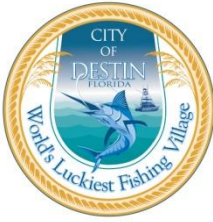
Tracy Hayes, President
Bid Authorized By (Name and Title)

[Signature]
Authorized Bidder's Signature

8/23/17
Date

END OF BID FORM

INITIALS of PROPOSER: Jett



CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October, 2018 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Gulf Coast Environmental Contractors, Inc. (“Contractor”) of 1765 East Nine Mile Road, Suite 1, #110, Pensacola, Florida 32514. The purpose of this agreement is to extend for one year a contract for services dated September 29, 2017 between the City of Destin and Gulf Coast Environmental Contractors, Inc. for the provision of miscellaneous right-of-way/median maintenance services for the City.

The Destin City Council authorized this contract extension agreement on September 5, 2018.

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

Jury Trial Waiver:

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

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

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

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

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

It is expressly agreed by the parties that this is the first of four extensions to Contract (RFB 18-02-REC) originally approved by the Destin City Council on September 18th, 2017 and said original contract, addendums and Gulf Coast Environmental Contractors, Inc. bid submission are made a part hereof as though expressly rewritten, incorporated and included herein. This contract extension agreement will be in effect from October 1, 2018 through September 30, 2019 and is for supplying the City with miscellaneous right of way/median maintenance services. In return for satisfactory performance, the City will compensate Gulf Coast Environmental Contractors, Inc. in the amount not to exceed \$180,000 annually.

It is further agreed that any additional work outside the scope of this extension agreement, that is mutually agreed upon in advance and in writing by both parties will be provided by Gulf Coast Environmental Contractors, Inc. at a labor cost of not more than \$65.00 per hour and any parts, equipment or other goods required to complete the project will be provided to the City by Gulf Coast Environmental Contractors, Inc. at a rate not more than cost plus fifteen percent (15%). Payment for said successfully completed projects will be made within 30 days of the date the City's receives an itemized invoice detailing all labor and goods for each specific project.

It is understood that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

CITY OF DESTIN

(City Witness Signature)

By: _____
Lance Johnson, City Manager

(City Witness Signature)

ATTEST: _____
Rey Bailly, City Clerk

Witnesses:

Gulf Coast Environmental Contractors, Inc.

(Witness 1 Signature)

By: _____
(Authorized Agent's Signature)

(Authorized Agent's Printed Name & Title)

(Witness 2 Signature)

ATTEST: _____
(Attester's Signature)

(Attester's Name & Title)

Distribution: 1 Original to: City Clerk, Vendor and 1 Copy to: P/R, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: August 24, 2018

SUBJECT: Destin Fishing Rodeo Trailer Temporary Placement

I. BACKGROUND: The 70th Annual Fishing Rodeo requests placement of thier merchandise trailer to be placed September 6-10, 2018 in the Community Center Parking lot, in the six (6) spaces on Stahlman Avenue.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): No parking fees would be accessed during the requested time period.

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: September 27, 2018

SUBJECT: 2018 Destin Seafood Festival Co-Sponsorship

I. BACKGROUND: The 40th Annual Destin Seafood Festival is scheduled to take place on October 5th, 6th, and 7th, 2018. The City has been a long term sponsor and supporter of this event that draws thousands of people into the Destin harbor. Organizers have requested the City's continued support of this event and is asking for Council's permission to once again use the Captain Royal Melvin Park site (Festival Headquarters, EMS and OCSO . . .), the northern section of the Marler Street parking lot (for vendor parking) and the North part of Sibert Avenue parking lot (also for vendor parking.) Requesting vendor parking fees to be waived. In addition the organizers have requested to borrow traffic control devices (cones and barrels) and to have the City's oncall staff available during the festival to assist should any problems occur on city maintained properties as has been done over the past several years.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: 4B: Enhance and preserve heritage and environment.

B. Effect on Budget (EOB): In-kind Festival use of property and equipment has no direct impact on the budget. Personnel costs associated with site work and on-call are budgeted.

C. Level of Service (LOS): Approval will maintain the City's historical LOS regarding this event.

III. CONCLUSION: The Destin Seafood Festival is a long standing tradition in our community that kicks off the Destin Fishing Rodeo. The festival attracts thousands of people to the Harbor District and has a substantial economic impact on the community. The

City's continued partnership with the Festival organizers helps ensure this tradition continues.

IV. RECOMMENDED MOTION: I move to support the 40th Annual Destin Seafood Festival; authorize staff to provide the requested items; authorize the Festival 's use of Captain Royal Melvin Park, Sibert Avenue parking lot and the northern section of the Marler Street parking lot and waive any associated fees.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Ramswell

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Dixon

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Overdier

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Marler

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Destin

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ORDINANCE No. _____

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE GRANTING TO GULF POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO MAINTAIN AND OPERATE WITHIN THE CITY OF DESTIN ELECTRICAL EQUIPMENT AND FACILITIES THAT ARE NECESSARY TO PROVIDE RETAIL ELECTRIC SERVICE TO CUSTOMERS LOCATED WITHIN THE CITY OF DESTIN, AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC DISTRIBUTION LINES IN THE STREETS AND RIGHTS-OF-WAY OF SAID CITY; AND PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR GRANT OF FRANCHISE PRIVILEGE, PROVIDING FOR RIGHT TO OPERATE; PROVIDING FOR TERM OF FRANCHISE; PROVIDING TO THE CITY OF DESTIN AN IRREVOCABLE OPTION TO PURCHASE GULF POWER'S FACILITIES LOCATED IN THE CITY; PROVIDING FOR FRANCHISE CONSIDERATION; PROVIDING FOR TRANSFERABILITY; PROVIDING FOR FORFEITURE OF FRANCHISE; PROVIDING FOR TERMINATION OF GRANT BY INSOLVENCY OR BANKRUPTCY; PROVIDING FOR SEVERABILITY; PROVIDING HOLD HARMLESS AGREEMENT; PROVIDING FOR RATES, RULES AND REGULATIONS; PROVIDING FOR REVIEW AND REVISION OF FRANCHISE PROVISIONS; PROVIDING FOR THE FURNISHING OF OTHER FRANCHISES ENTERED INTO BY GULF POWER COMPANY; PROVIDING FOR SUCCESSORS AND ASSIGNS TO BE BOUND; PROVIDING FOR PROPER OPERATION OF ALL FACILITIES; PROVIDING FOR PROMPT RESTORATION FOLLOWING INTERRUPTIONS OF SERVICE; PROVIDING FOR METERING OF SERVICE; PROVIDING FOR EXCAVATION, MAINTENANCE AND RESTORATION; PROVIDING FOR INDEMNIFICATION OF THE CITY AGAINST DAMAGES FOR INCORRECTLY COLLECTED FRANCHISE FEES OR OTHER ASSESSMENTS; PROVIDING FOR USE OF PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SURRENDER OF RIGHTS; PROVIDING FOR WRITTEN ACCEPTANCE BY GRANTEE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF DESTIN, FLORIDA:

SECTION 1. Grant of Franchise Privilege: In consideration of the mutual benefits that will accrue to the City of Destin, sometimes referred to as the Grantor herein, and the inhabitants thereof, on the one hand, and to Gulf Power Company, a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee (or "Gulf"), on the other hand, the City of Destin hereby gives and grants to the Grantee the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City of Destin's public streets and public rights-of-way a system of electric light

and power facilities, including, without limitation, conduits, poles, wires, transformers, meters, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other electricity-related services incidental thereto (which other electricity-related services are defined as Gulf's facility-to-facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the provision of electric service, and which do not include any services that are sold to others) to the Grantor and its successors and assigns, to the inhabitants thereof, and to persons beyond the corporate limits of the Grantor. This Ordinance and the mutual agreements created by this Ordinance and the Grantee's acceptance hereof are referred to herein as "the Franchise."

SECTION 2. Right to Operate: (a) The said Grantee, its successors and assigns, is hereby further given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City of Destin a system of poles, towers, conduits, cables, conductors, transformers, meters, transforming stations, fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of electric energy for all purposes whatsoever, in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges, and public places in said City of Destin, as they now exist or as they may hereafter be laid out or extended within the present and future limits of said City, together with the further right, privilege and franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate a system of poles, towers, conduits, cables, wires, conductors, transformers, meters, transforming stations, generating stations, fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond said City of Destin and to the furnishing, supplying and distributing to said City and the inhabitants and corporations both within and beyond the limits thereof, of electric energy for lighting, heating, power and all other purposes for which electric energy may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of said City. Grantor retains the rights to generate electric power for its own use and to purchase power for its own use from any lawful provider, but these rights do not include the Grantor's rights to generate or purchase power for sale to other entities, including individuals. Subject to the Grantor's Right to Purchase Gulf's electric facilities in the City pursuant to Section 3 hereof, which Right to Purchase shall be superior to any and all rights of the Grantee hereunder, the Grantee's rights to so maintain and operate its system pursuant to this Franchise shall include the right to conduct its business free of competition from the Grantor, until and unless the Grantor gives notice of its intent to exercise its superior Right to Purchase the Grantee's facilities. The electric system, facilities, and associated equipment and vehicles shall be located or relocated, erected or operated so as to not unreasonably interfere with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges and public places and with reasonable egress and ingress to abutting and adjoining property.

(b) The Grantee's rights to operate its system are and shall remain subject to all applicable rules and regulations of the City of Destin, Okaloosa County, the State of Florida, and the United States, as such rules and regulations may be amended from time to time, and the rights granted hereunder do not and may not be construed as a waiver of any type whatsoever by the City of Destin of its rights to enforce its lawful rules and regulations, or of its rights to petition for, intervene in, or otherwise participate in any permitting proceedings for any of the Grantee's facilities located, or to be

located, either in the City of Destin or in any other place where the installation could reasonably be expected to affect the City and its inhabitants.

SECTION 3. Term of Franchise; Right to Purchase:

(a) Subject to the Grantor's Right to Purchase the Grantee's electric facilities in the City pursuant to this Section 3 hereof (hereinafter the City's "Right to Purchase"), which Right to Purchase shall be superior to any and all rights of the Grantee hereunder, the franchise granted by this ordinance shall exist and continue for a period of fifteen (15) years from the Effective Date of this Ordinance.

(b) As a condition precedent to the effectiveness of this Franchise, Grantor does hereby reserve and the Grantee hereby gives and grants to the said Grantor the right, after the expiration of two (2) years from the date of Grantee's acceptance of this Franchise, to purchase the electric plant and other property within the Grantor's corporate limits subject to this Franchise used under or in connection with the Franchise hereby granted or such part of such property as the Grantor may desire to purchase, at a value to be fixed in accordance with the provisions of Section 180.16, Florida Statutes (2017), as such provisions may be amended from time to time; provided, that if the City exercises its Right to Purchase pursuant to this section, the City must own the assets purchased for a period of at least five (5) years before the City may sell such assets to any other lawful purchaser, and provided further, that nothing herein shall prevent or inhibit the City in any way from contracting with other parties to operate and manage the City's electric system, including, without limitation, the following: purchasing and contracting for wholesale power, transmission service, operation and maintenance services for all of the City's electric assets, billing and collection services, financial services, other customer services, all materials and supplies, and all other equipment, supplies, and services needed in connection with the operation of the City's electric system using the assets acquired pursuant to this section.

(b) The Franchise granted by this Ordinance is also subject to the terms and conditions of all applicable provisions of the codes, laws, rules and regulations of the Grantor, the State of Florida, and the United States Government.

SECTION 4. Franchise Consideration: As a further consideration for the granting of the rights, privileges and franchises hereby granted, the Grantee, its successors and assigns, shall pay to the City within thirty (30) days after the first day of each month a franchise fee of six percent (6%) of Grantee's revenue from the furnishing of electric service to customers served under its residential and commercial rate schedules within the corporate limits of the City collected during the preceding month. The City expressly covenants that it will dedicate any amounts received as franchise consideration that are over and above four (4) percent of Grantee's revenue from the furnishing of electric service to customers served under its residential and commercial rate schedules within the City to be used solely for the purpose of financing the conversion of existing overhead electric facilities to underground facilities; provided that a minimum of ten (10) percent of all such revenues dedicated to the conversion of facilities to underground facilities shall be set aside and used exclusively for landscaping of the underground conversion areas, where such landscaping shall specifically include planting, to the maximum extent possible, in the opinion of a certified arborist, native tree species including Southern magnolia and live oak trees. The percentage of such revenue to be collected by Grantee and paid to the City of Destin as a franchise fee may be changed by the City of Destin from

time to time, by ordinance, at intervals of no less than every three (3) years, provided that the percentage shall in no event exceed that permitted by law. The Parties expressly agree that the above-stated franchise fee was freely bargained for and represents fair and just compensation relative to the fair rental value of the rights-of-way and the other consideration given by the City to Gulf pursuant to this Franchise. In recognition of the foregoing agreement, each Party, intending to be legally bound, agrees not to contest the amount of the franchise fee provided for herein.

SECTION 5. Transferability: The Grantee shall not sell or transfer any portion of its plant or system to another, nor transfer any rights under this Franchise to another without Grantor's prior approval. Before executing any agreement or other document by which the Grantee would attempt to sell or transfer any portion of its plant, system, or rights under this Franchise to any other entity, including any affiliate of the Grantee, the Grantee shall give at least one hundred eighty (180) days' notice to the Grantor, and the Grantor's Right to Purchase set forth in Section 3 hereof shall vest immediately upon receipt of such notice; if the Grantor gives notice of its intent to exercise the Right to Purchase set forth in Section 3, then the Grantee agrees not to pursue any such sale or transfer until the conclusion of the arbitration proceedings and any other legal proceedings relating to Grantor's purchase of Grantee's facilities are finally concluded, and if the Grantor acquires the Grantee's facilities pursuant to its Right to Purchase, then the Grantee shall thereafter be forever estopped from pursuing any sale or transfer of the plant, facilities, or rights under this Franchise. Further, no such sale or transfer shall be effective until the vendee, assignee or lessee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise and agreeing to perform all the conditions thereof. Subject to the Grantor's Right to Purchase pursuant to Section 3 hereof, which is superior to any all rights of the Grantee hereunder, the Grantor will not unreasonably withhold its consent to the transfer of this Franchise.

SECTION 6. Forfeiture of this Franchise: Failure by the Grantee to comply in any substantial respect with any of the provisions, terms or requirements of this Ordinance shall be grounds for forfeiture of this Franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions, terms or requirements of this Ordinance. Both the Grantor and Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final judicial determination of any disputed issues to make restitution or make good the default or failure before forfeiture shall result. The Grantor, at its discretion, may grant additional time to the Grantee for restitution and compliance as the necessities of the case may require. If any alleged breach or failure of the Grantee to comply with the provisions, terms, or requirements of this Ordinance and Franchise shall occur before the date upon which the Grantor's Right to Purchase Grantee's facilities vests hereunder, as provided in Section 3 of this Franchise, then the Grantee shall have the opportunities set forth above to cure such breach or failure. If Grantee has been adjudicated to have failed to comply with the Franchise and subsequently fails to accomplish such cure within a reasonable time, the Grantor's Right to Purchase shall thereupon immediately vest in Grantor. The Grantor's Right to Purchase the Grantee's facilities pursuant to Section 3 hereof shall not otherwise depend on any alleged breach or failure by Grantee: the Grantor may, at any time following the date that is two (2) years after the Grantee's acceptance of this Franchise, exercise its Right to Purchase the Grantee's

facilities pursuant to Section 3, regardless whether Grantee is in compliance with the provisions, terms, and requirements of this Franchise.

SECTION 7. Termination of Grant by Insolvency or Bankruptcy of Grantee: In the event of a final adjudication of bankruptcy of the Grantee, Grantor shall have full power and authority to terminate, revoke and cancel any and all rights granted to Grantee under the provisions of this Ordinance and Franchise, and the Grantor's Right to Purchase the Grantee's facilities pursuant to Section 3 hereof shall vest immediately upon the entry of such final adjudication.

SECTION 8. Severability: Should any section or provision of this Ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid; except that the entire Ordinance, specifically excepting the Grantor's Right to Purchase pursuant to Section 3 hereof, is invalidated if the portion declared invalid is, in the sole judgment of the Grantor, an essential part of this Ordinance.

SECTION 9. Hold Harmless: The Grantor shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation or maintenance by the Grantee of said poles, towers, conduits, wires, conductors, transformers, meters, and other appliances, equipment and vehicles subject to the terms and conditions of this Franchise. The Grantee hereby agrees to indemnify the Grantor and to hold it harmless against any and all liability, loss, cost, damage, or any expense connected therewith, including a reasonable attorney's fee incurred in the defense of any type of court action related hereto, which may accrue to the Grantor by reason of negligence, default, or other alleged misconduct of the Grantee, its employees, agents, contractors, or subcontractors, in the construction, location, relocation, operation, or maintenance of the facilities, vehicles or equipment of the electric system subject to this Franchise.

SECTION 10. Rates, Rules, and Regulations:

(a) All rates for electrical service and the rules and regulations governing the receipt of said service within the Grantor's corporate limits, established by the Grantee from time to time, shall be reasonable and shall be at all times subject to such public regulations as may be provided by law. The Grantee recognizes its obligation to provide electric energy and power service within the City on reasonable terms and conditions at fair, just, reasonable, and nondiscriminatory rates to all who request said service during the term of this Franchise and thereafter, as required by law or by a duly constituted public regulatory body.

(b) The Grantee agrees by its acceptance of this Franchise to file with the City Clerk or City Manager, by the thirtieth (30th) day following the Grantee's acceptance of this Franchise, a complete set of rules and regulations and a complete set of tariffs and rate schedules under which electric service is provided within the City, and to file in writing annually any revisions of rules, regulations and rates that have been adopted since the previous annual filing. Grantee shall also furnish the City Manager a copy of each of its annual reports to its stockholders.

(c) Grantor may, at its option and at its expense, and upon reasonable notice to Grantee, examine the records of operations and accounting files, books and records to the extent that such records relate directly to the calculation of the franchise fee payment to the Grantor, as provided herein and to proper performance of other terms of this Franchise. The examination of such books, accounts, records, or other materials necessary for determination of compliance with the terms, provisions and requirements of this Franchise shall be during regular hours of business of the Grantee and at the corporate offices of the Grantee.

(d) Should, during the term of this Franchise, the scheme of public regulation existing as of the date of this Franchise be changed substantially or such that the Grantee is no longer subject to regulation by the State of Florida or that the Grantor obtains the jurisdiction and authority to regulate the rules and rates of the Grantee, the Parties hereto agree to meet, within sixty (60) days following the change in regulation, in order to negotiate a mutually satisfactory arrangement relating to regulation of the rules and rates to be imposed on the customers located within the Franchise area; provided however, that the rules and rates in effect as of the date of change in the method of regulation shall, as a matter of contract between the Grantor and Grantee, remain in effect until such time as mutually satisfactory arrangements can be developed and agreed upon. The Parties further agree that, in the event of any such regulatory change, the Grantee's Right to Purchase shall vest as of the effective date of such regulatory change.

SECTION 11. Review and Revisions of Franchise Provisions: With the exception of the provisions of Section 3 concerning the term of this Franchise and providing for the Grantor's Right to Purchase the Grantee's facilities, and Section 4 concerning the franchise fee, the Grantor and Grantee may from time to time request that the Parties meet to review any or all of the other provisions of this Ordinance. The Parties shall thereafter meet as requested, and may, by mutual agreement with each Party's agreement being subject to its sole discretion, amend any such provision, or add any additional provisions that may be appropriate. No such revisions or amendments shall be effective until and unless set forth in an "Amended Franchise Agreement" or "Amended and Restated Franchise Agreement" that is approved, adopted, and accepted by the Parties pursuant to the same procedures by which this original Franchise was approved, adopted, and accepted.

SECTION 12. Other Franchises: Upon request, Grantee shall furnish City a copy of all other municipal franchises that it is or has been granted from time to time during the life of this Franchise.

SECTION 13. Successors and Assigns: Whenever in this Ordinance either the City of Destin or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors, or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors, or assigns of said Grantor or of the Grantee.

SECTION 14. Proper Operation: The poles, towers, conduits, cables, conductors, transformers, meters, transforming stations, generating stations (if any), battery installations or other energy storage facilities, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges, sidewalks and other pedestrian walkways or paths, bicycle paths, or public places in the City and shall be maintained in reasonably good condition and repair. Failure to restore service within a reasonable time shall be material breach of this Franchise. Any substantial outage caused by the neglect or willful act of Grantee shall be a material breach of this Franchise. Any and all facilities of the Grantee shall further be installed, operated, and maintained in compliance with the most current edition of the National Electrical Safety Code and all applicable provisions of the Florida Administrative Code applicable to such facilities.

SECTION 15. Interruption of Service: In the event the supply of electric energy should be interrupted or fail by reason of accident or any cause beyond the control of the Grantee, the Grantee shall, at its own expense, restore the service within a reasonable time and such interruption shall not constitute a breach of this Franchise.

SECTION 16. Metering of Service: Subject to all applicable regulations set forth in the Florida Administrative Code, the Grantee shall install and maintain meters for measuring current and shall have free access to the premises of the consumer, from time to time, for the purpose of reading, repairing, testing and maintaining the meters and appurtenances. Subject to the Grantor's Right to Purchase the Grantee's facilities set forth in Section 3 hereof, such meters shall remain the property of the Grantee.

SECTION 17. Excavation, Maintenance and Restoration: Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, sidewalks and other pedestrian walkways and paths, bicycle paths, or public places of the City for the purpose of installing, maintaining, operating, or repairing any poles, towers, conduits, cables, or other facilities or appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall upon the completion of such work restore such portion of the streets, avenues, alleys, ways, bridges, sidewalks and other pedestrian walkways and paths, bicycle paths, or other public places to as good condition as it was before the opening or alteration was so made and will promptly remove any debris.

SECTION 18. Surrender of Rights: As a further consideration for the granting of the rights, privileges and franchises granted hereby, the Grantee surrenders all rights, privileges and franchises heretofore granted by the City of Destin or the State of Florida for any of the purposes stated in Section 1 and 2 of this Ordinance and now enjoyed by Grantee in the City of Destin, provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

SECTION 19. Written Acceptance by Grantee: As a condition precedent to the taking effect of this grant, the Grantee shall have filed its written acceptance hereof with the City Clerk within thirty (30) days after this Ordinance shall take effect.

SECTION 20. Repealing Clause: All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed to the extent of such conflict.

SECTION 21. Indemnification Agreement for Assessment and Collection Issues:

Grantee shall be responsible for ensuring that it bills its customers the correct franchise fees, and other taxes or fees. Except where mischarges result from the Grantee's failure to provide updated information, including maps, regarding the location of the Grantor's city limits to the Grantor as provided hereinbelow, Grantee shall indemnify Grantor for any mischarges to Grantee's customers, and shall be responsible for defending the Grantor in any legal proceedings brought by the customers of the Grantee related to any mischarges. If Grantee mischarges its customers, and remits an excessive amount of franchise fees to Grantor, then Grantee must notify Grantor of the exact amount of the mischarges prior to the end of the fiscal year in which the mischarges occur, or Grantee waives any recourse against Grantor for any excessive payments. If Grantee pays excessive franchise fees to Grantor due to mischarges, then Grantee is solely responsible for refunding the excess amounts to Grantee's customers, and Grantor is not required to pay back the excess amounts to Grantee, unless Grantee notifies Grantor of the mischarges within the same fiscal year the mischarges are committed. Within thirty (30) days following the Grantee's acceptance of this Franchise, Grantor shall provide an updated map of the Grantor's city limits to Grantee. If the city limits of the Grantor are altered, via annexation or some other method, then Grantor shall provide an updated map to Grantee within thirty (30) days of said alteration of the city limits. In the event that the Grantor fails to timely deliver any map as required hereunder, the Grantee shall not be liable for any mistakes in billing or collection due to such failure, and the Grantor shall, upon written request of the Grantee, promptly furnish a current map.

SECTION 22. Use of Public Rights-of-Way: The rights and privileges granted to the Grantee hereby extend only to those public rights-of-way, including present and future roads, streets, alleys, bridges, easements, and other rights-of-way over which the Grantor has jurisdiction to approve such uses. The rights and privileges granted hereby do not extend to any other public places of any type whatsoever, including without limitation, public parks, public beaches, sidewalks, walkways, bicycle paths, pedestrian thoroughfares that are administered by the Grantor but not located in defined rights-of-way, docks, or any similar places.

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SECTION 23. Effective Date: This Ordinance shall be effective on the _____ day of _____, 2018.

PASSED and ADOPTED by the City Council of the City of Destin, Florida on the _____ day of _____, 2018.

CITY OF DESTIN, FLORIDA

BY: _____
[Insert Name and Title]

ATTEST:

[Insert Name]
City Clerk

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ACCEPTANCE OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS that Gulf Power Company, a Florida Corporation, hereby accepts the Franchise Agreement offered by the City of Destin pursuant to its Ordinance No. _____.

IN TESTIMONY WHEREOF, Gulf Power Company has caused its duly authorized officers to execute this instrument for it and as its act and deed on this ____ day of _____, 2018.

GULF POWER COMPANY

By: _____
Vice President

ATTEST:

Its Secretary

ORDINANCE No. _____

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE GRANTING TO GULF POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO MAINTAIN AND OPERATE WITHIN THE CITY OF DESTIN ELECTRICAL EQUIPMENT AND FACILITIES THAT ARE NECESSARY TO PROVIDE RETAIL ELECTRIC SERVICE TO CUSTOMERS LOCATED WITHIN THE CITY OF DESTIN, AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC DISTRIBUTION LINES IN THE STREETS AND RIGHTS-OF-WAY OF SAID CITY; AND PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR GRANT OF FRANCHISE PRIVILEGE, PROVIDING FOR RIGHT TO OPERATE; PROVIDING FOR TERM OF FRANCHISE; PROVIDING TO THE CITY OF DESTIN AN IRREVOCABLE OPTION TO PURCHASE GULF POWER'S FACILITIES LOCATED IN THE CITY; PROVIDING FOR FRANCHISE CONSIDERATION; PROVIDING FOR TRANSFERABILITY; PROVIDING FOR FORFEITURE OF FRANCHISE; PROVIDING FOR TERMINATION OF GRANT BY INSOLVENCY OR BANKRUPTCY; PROVIDING FOR SEVERABILITY; PROVIDING HOLD HARMLESS AGREEMENT; PROVIDING FOR RATES, RULES AND REGULATIONS; PROVIDING FOR REVIEW AND REVISION OF FRANCHISE PROVISIONS; PROVIDING FOR THE FURNISHING OF OTHER FRANCHISES ENTERED INTO BY GULF POWER COMPANY; PROVIDING FOR SUCCESSORS AND ASSIGNS TO BE BOUND; PROVIDING FOR PROPER OPERATION OF ALL FACILITIES; PROVIDING FOR PROMPT RESTORATION FOLLOWING INTERRUPTIONS OF SERVICE; PROVIDING FOR METERING OF SERVICE; PROVIDING FOR EXCAVATION, MAINTENANCE AND RESTORATION; PROVIDING FOR INDEMNIFICATION OF THE CITY AGAINST DAMAGES FOR INCORRECTLY COLLECTED FRANCHISE FEES OR OTHER ASSESSMENTS; PROVIDING FOR USE OF PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SURRENDER OF RIGHTS; PROVIDING FOR WRITTEN ACCEPTANCE BY GRANTEE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF DESTIN, FLORIDA:

SECTION 1. Grant of Franchise Privilege: In consideration of the mutual benefits that will accrue to the City of Destin, sometimes referred to as the Grantor herein, and the inhabitants thereof, on the one hand, and to Gulf Power Company, a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee (or "Gulf"), on the other hand, the City of Destin hereby gives and grants to the Grantee the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate

and conduct in said City of Destin's public streets and public rights-of-way a system of electric light and power facilities, including, without limitation, conduits, poles, wires, transformers, meters, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other electricity-related services incidental thereto (which other electricity-related services are defined as Gulf's facility-to-facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the provision of electric service, and which do not include any services that are sold to others) to the Grantor and its successors and assigns, to the inhabitants thereof, and to persons beyond the corporate limits of the Grantor. This Ordinance and the mutual agreements created by this Ordinance and the Grantee's acceptance hereof are referred to herein as "the Franchise."

SECTION 2. Right to Operate: (a) The said Grantee, its successors and assigns, is hereby further given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City of Destin a system of poles, towers, conduits, cables, conductors, transformers, meters, transforming stations, fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of electric energy for all purposes whatsoever, in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges, and public places in said City of Destin, as they now exist or as they may hereafter be laid out or extended within the present and future limits of said City, together with the further right, privilege and franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate a system of poles, towers, conduits, cables, wires, conductors, transformers, meters, transforming stations, generating stations, fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond said City of Destin and to the furnishing, supplying and distributing to said City and the inhabitants and corporations both within and beyond the limits thereof, of electric energy for lighting, heating, power and all other purposes for which electric energy may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of said City. Grantor retains the rights to generate electric power for its own use and to purchase power for its own use from any lawful provider, but these rights do not include the Grantor's rights to generate or purchase power for sale to other entities, including individuals. Subject to the Grantor's Right to Purchase Gulf's electric facilities in the City pursuant to Section 3 hereof, which Right to Purchase shall be superior to any and all rights of the Grantee hereunder, the Grantee's rights to so maintain and operate its system pursuant to this Franchise shall include the right to conduct its business free of competition from the Grantor, until and unless the Grantor gives notice of its intent to exercise its superior Right to Purchase the Grantee's facilities. The electric system, facilities, and associated equipment and vehicles shall be located or relocated, erected or operated so as to not unreasonably interfere with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges and public places and with reasonable egress and ingress to abutting and adjoining property.

(b) The Grantee's rights to operate its system are and shall remain subject to all applicable rules and regulations of the City of Destin, Okaloosa County, the State of Florida, and the United States, as such rules and regulations may be amended from time to time, and the rights granted hereunder do not and may not be construed as a waiver of any type whatsoever by the City of Destin of its rights to enforce its lawful rules and regulations, or of its rights to petition for, intervene in, or otherwise participate in any permitting proceedings for any of the Grantee's facilities located, or to be

located, either in the City of Destin or in any other place where the installation could reasonably be expected to affect the City and its inhabitants.

SECTION 3. Term of Franchise; Right to Purchase:

(a) Subject to the Grantor's Right to Purchase the Grantee's electric facilities in the City pursuant to this Section 3 hereof (hereinafter the City's "Right to Purchase"), which Right to Purchase shall be superior to any and all rights of the Grantee hereunder, the franchise granted by this ordinance shall exist and continue for a period of ~~twenty (20)~~fifteen (15) years from the Effective Date of this Ordinance.

(b) As a condition precedent to the effectiveness of this Franchise, Grantor does hereby reserve and the Grantee hereby gives and grants to the said Grantor the right, after the expiration of ~~five (5)~~two (2) years from the date of Grantee's acceptance of this Franchise, to purchase the electric plant and other property within the Grantor's corporate limits subject to this Franchise used under or in connection with the Franchise hereby granted or such part of such property as the Grantor may desire to purchase, at a value to be fixed in accordance with the provisions of Section 180.16, Florida Statutes (2017), as such provisions may be amended from time to time; provided, that if the City exercises its Right to Purchase pursuant to this section, the City must own the assets purchased for a period of at least five (5) years before the City may sell such assets to any other lawful purchaser, and provided further, that nothing herein shall prevent or inhibit the City in any way from contracting with other parties to operate and manage the City's electric system, including, without limitation, the following: purchasing and contracting for wholesale power, transmission service, operation and maintenance services for all of the City's electric assets, billing and collection services, financial services, other customer services, all materials and supplies, and all other equipment, supplies, and services needed in connection with the operation of the City's electric system using the assets acquired pursuant to this section. The Grantor's Right to Purchase is subject to being accelerated pursuant to the provisions of the Supplemental Agreement Regarding Electric Services and Related Matters By and Between Gulf Power Company and the City of Destin, Florida, which Supplemental Agreement has been executed and become effective on the same date as this Franchise Agreement.

(b) The Franchise granted by this Ordinance is also subject to the terms and conditions of all applicable provisions of the codes, laws, rules and regulations of the Grantor, the State of Florida, and the United States Government.

SECTION 4. Franchise Consideration: As a further consideration for the granting of the rights, privileges and franchises hereby granted, the Grantee, its successors and assigns, shall pay to the City within thirty (30) days after the first day of each month a franchise fee of six percent (6%) of Grantee's revenue from the furnishing of electric service to customers served under its residential and commercial rate schedules within the corporate limits of the City collected during the preceding month. The City expressly covenants that it will dedicate any amounts received as franchise consideration that are over and above four (4) percent of Grantee's revenue from the furnishing of electric service to customers served under its residential and commercial rate schedules within the City to be used solely for the purpose of financing the conversion of existing overhead electric facilities to underground facilities; provided that a minimum of ten (10) percent of all such revenues dedicated to

the conversion of facilities to underground facilities shall be set aside and used exclusively for landscaping of the underground conversion areas, where such landscaping shall specifically include planting, to the maximum extent possible, in the opinion of a certified arborist, native tree species including Southern magnolia and live oak trees. The percentage of such revenue to be collected by Grantee and paid to the City of Destin as a franchise fee may be changed by the City of Destin from time to time, by ordinance, at intervals of no less than every three (3) years, provided that the percentage shall in no event exceed that permitted by law. The Parties expressly agree that the above-stated franchise fee was freely bargained for and represents fair and just compensation relative to the fair rental value of the rights-of-way and the other consideration given by the City to Gulf pursuant to this Franchise. In recognition of the foregoing agreement, each Party, intending to be legally bound, agrees not to contest the amount of the franchise fee provided for herein.

SECTION 5. Transferability: The Grantee shall not sell or transfer any portion of its plant or system to another, nor transfer any rights under this Franchise to another without Grantor's prior approval. Before executing any agreement or other document by which the Grantee would attempt to sell or transfer any portion of its plant, system, or rights under this Franchise to any other entity, including any affiliate of the Grantee, the Grantee shall give at least one hundred eighty (180) days' notice to the Grantor, and the Grantor's Right to Purchase set forth in Section 3 hereof shall vest immediately upon receipt of such notice; if the Grantor gives notice of its intent to exercise the Right to Purchase set forth in Section 3, then the Grantee agrees not to pursue any such sale or transfer until the conclusion of the arbitration proceedings and any other legal proceedings relating to Grantor's purchase of Grantee's facilities are finally concluded, and if the Grantor acquires the Grantee's facilities pursuant to its ~~R~~Right to ~~P~~Purchase, then the Grantee shall thereafter be forever estopped from pursuing any sale or transfer of the plant, facilities, or rights under this Franchise. Further, no such sale or transfer shall be effective until the vendee, assignee or lessee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise and agreeing to perform all the conditions thereof. Subject to the Grantor's Right to Purchase pursuant to Section 3 hereof, which is superior to any all rights of the Grantee hereunder, the Grantor will not unreasonably withhold its consent to the transfer of this Franchise.

SECTION 6. Forfeiture of this Franchise: Failure by the Grantee to comply in any substantial~~l~~ respect with any of the provisions, terms or requirements of this Ordinance shall be grounds for forfeiture of this Franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions, terms or requirements of this Ordinance. Both the Grantor and Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final judicial determination of any disputed issues to make restitution or make good the default or failure before forfeiture shall result. The Grantor, at its discretion, may grant additional time to the Grantee for restitution and compliance as the necessities of the case may require. If any alleged breach or failure of the Grantee to comply with the provisions, terms, or requirements of this Ordinance and Franchise shall occur before the date upon which the Grantor's Right to Purchase Grantee's facilities vests hereunder, as provided in Section 3 of this Franchise, then the Grantee shall have the opportunities set forth above to cure such breach or failure. If Grantee has been adjudicated to have failed to comply

with the Franchise and subsequently fails to accomplish such cure within a reasonable time, the Grantor's ~~R~~Right to ~~p~~Purchase shall thereupon immediately vest in Grantor. The Grantor's Right to Purchase the Grantee's facilities pursuant to Section 3 hereof shall not otherwise depend on any alleged breach or failure by Grantee: the Grantor may, at any time following the date that is ~~five~~ (5)two (2) years after the Grantee's acceptance of this Franchise, exercise its Right to Purchase the Grantee's facilities pursuant to Section 3, regardless whether Grantee is in compliance with the provisions, terms, and requirements of this Franchise.

SECTION 7. Termination of Grant by Insolvency or Bankruptcy of Grantee: In the event of a final adjudication of bankruptcy of the Grantee, Grantor shall have full power and authority to terminate, revoke and cancel any and all rights granted to Grantee under the provisions of this Ordinance and Franchise, and the Grantor's Right to Purchase the Grantee's facilities pursuant to Section 3 hereof shall vest immediately upon the entry of such final adjudication.

SECTION 8. Severability: Should any section or provision of this Ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid; except that the entire Ordinance, specifically excepting the Grantor's Right to Purchase pursuant to Section 3 hereof, is invalidated if the portion declared invalid is, in the sole judgment of the Grantor, an essential part of this Ordinance.

SECTION 9. Hold Harmless: The Grantor shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation or maintenance by the Grantee of said poles, towers, conduits, wires, conductors, transformers, meters, and other appliances, equipment and vehicles subject to the terms and conditions of this Franchise. The Grantee hereby agrees to indemnify the Grantor and to hold it harmless against any and all liability, loss, cost, damage, or any expense connected therewith, including a reasonable attorney's fee incurred in the defense of any type of court action related hereto, which may accrue to the Grantor by reason of negligence, default, or other alleged misconduct of the Grantee, its employees, agents, contractors, or subcontractors, in the construction, location, relocation, operation, or maintenance of the facilities, vehicles or equipment of the electric system subject to this Franchise.

SECTION 10. Rates, Rules, and Regulations:

(a) All rates for electrical service and the rules and regulations governing the receipt of said service within the Grantor's corporate limits, established by the Grantee from time to time, shall be reasonable and shall be at all times subject to such public regulations as may be provided by law. The Grantee recognizes its obligation to provide electric energy and power service within the City on reasonable terms and conditions at fair, just, reasonable, and nondiscriminatory rates to all who request said service during the term of this Franchise and thereafter, as required by law or by a duly constituted public regulatory body.

(b) The Grantee agrees by its acceptance of this Franchise to file with the City Clerk or City Manager, by the thirtieth (30th) day following the Grantee's acceptance of this Franchise, a complete set of rules and regulations and a complete set of tariffs and rate schedules under which electric service is provided within the City, and to file in writing annually any revisions of rules, regulations and rates that have been adopted since the previous annual filing. Grantee shall also furnish the City Manager a copy of each of its annual reports to its stockholders.

(c) Grantor may, at its option and at its expense, and upon reasonable notice to Grantee, examine the records of operations and accounting files, books and records to the extent that such records relate directly to the calculation of the franchise fee payment to the Grantor, as provided herein and to proper performance of other terms of this Franchise. The examination of such books, accounts, records, or other materials necessary for determination of compliance with the terms, provisions and requirements of this Franchise shall be during regular hours of business of the Grantee and at the corporate offices of the Grantee.

(d) Should, during the term of this Franchise, the scheme of public regulation existing as of the date of this Franchise be changed substantially or such that the Grantee is no longer subject to regulation by the State of Florida or that the Grantor obtains the jurisdiction and authority to regulate the rules and rates of the Grantee, the Parties hereto agree to meet, within sixty (60) days following the change in regulation, in order to negotiate a mutually satisfactory arrangement relating to regulation of the rules and rates to be imposed on the customers located within the Franchise area; provided however, that the rules and rates in effect as of the date of change in the method of regulation shall, as a matter of contract between the Grantor and Grantee, remain in effect until such time as mutually satisfactory arrangements can be developed and agreed upon ~~_, provided that if such mutually satisfactory arrangements have not been developed within two (2) years following the date of change in the method of regulation, the Grantee may, as a matter of contract between the Grantor and Grantee, impose reasonable changes in its rates and rules, the reasonableness of any such changes being subject to determination by a court of competent jurisdiction.~~ The Parties further agree that, in the event of any such regulatory change, the Grantee's Right to Purchase shall vest as of the effective date of such regulatory change.

SECTION 11. Review and Revisions of Franchise Provisions: With the exception of the provisions of Section 3 concerning the term of this Franchise and providing for the Grantor's Right to Purchase the Grantee's facilities, and Section 4 concerning the franchise fee, the Grantor and Grantee may from time to time request that the Parties meet to review any or all of the other provisions of this Ordinance. The Parties shall thereafter meet as requested, and may, by mutual agreement with each Party's agreement being subject to its sole discretion, amend any such provision, or add any additional provisions that may be appropriate. No such revisions or amendments shall be effective until and unless set forth in an "Amended Franchise Agreement" or "Amended and Restated Franchise Agreement" that is approved, adopted, and accepted by the Parties pursuant to the same procedures by which this original Franchise was approved, adopted, and accepted.

SECTION 12. Other Franchises: Upon request, Grantee shall furnish City a copy of all other municipal franchises that it is or has been granted from time to time during the life of this Franchise.

SECTION 13. Successors and Assigns: Whenever in this Ordinance either the City of Destin or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors, or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors, or assigns of said Grantor or of the Grantee.

SECTION 14. Proper Operation: The poles, towers, conduits, cables, conductors, transformers, meters, transforming stations, generating stations (if any), battery installations or other energy storage facilities, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges, sidewalks and other pedestrian walkways or paths, bicycle paths, or public places in the City and shall be maintained in reasonably good condition and repair. Failure to restore service within a reasonable time shall be material breach of this Franchise. Any substantial outage caused by the neglect or willful act of Grantee shall be a material breach of this Franchise. Any and all facilities of the Grantee shall further be installed, operated, and maintained in compliance with the most current edition of the National Electrical Safety Code and all applicable provisions of the Florida Administrative Code applicable to such facilities.

SECTION 15. Interruption of Service: In the event the supply of electric energy should be interrupted or fail by reason of accident or any cause beyond the control of the Grantee, the Grantee shall, at its own expense, restore the service within a reasonable time and such interruption shall not constitute a breach of this Franchise.

SECTION 16. Metering of Service: Subject to all applicable regulations set forth in the Florida Administrative Code, the Grantee shall install and maintain meters for measuring current and shall have free access to the premises of the consumer, from time to time, for the purpose of reading, repairing, testing and maintaining the meters and appurtenances. Subject to the Grantor's Right to Purchase the Grantee's facilities set forth in Section 3 hereof, such meters shall remain the property of the Grantee.

SECTION 17. Excavation, Maintenance and Restoration: Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, sidewalks and other pedestrian walkways and paths, bicycle paths, or public places of the City for the purpose of installing, maintaining, operating, or repairing any poles, towers, conduits, cables, or other facilities or appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall upon the completion of such work restore such portion of the streets, avenues, alleys, ways, bridges, sidewalks and other pedestrian walkways and paths, bicycle paths, or other public places to as good condition as it was before the opening or alteration was so made and will promptly remove any debris.

SECTION 18. Surrender of Rights: As a further consideration for the granting of the rights, privileges and franchises granted hereby, the Grantee surrenders all rights, privileges and franchises heretofore granted by the City of Destin or the State of Florida for any of the purposes stated in Section 1 and 2 of this Ordinance and now enjoyed by Grantee in the City of Destin, provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

SECTION 19. Written Acceptance by Grantee: As a condition precedent to the taking effect of this grant, the Grantee shall have filed its written acceptance hereof with the City Clerk within thirty (30) days after this Ordinance shall take effect.

SECTION 20. Repealing Clause: All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed to the extent of such conflict.

SECTION 21. Indemnification Agreement for Assessment and Collection Issues:

Grantee shall be responsible for ensuring that it bills its customers the correct franchise fees, and other taxes or fees. Except where mischarges result from the Grantee's failure to provide updated information, including maps, regarding the location of the Grantor's city limits to the Grantor as provided hereinbelow, Grantee shall indemnify Grantor for any mischarges to Grantee's customers, and shall be responsible for defending the Grantor in any legal proceedings brought by the customers of the Grantee related to any mischarges. If Grantee mischarges its customers, and remits an excessive amount of franchise fees to Grantor, then Grantee must notify Grantor of the exact amount of the mischarges prior to the end of the fiscal year in which the mischarges occur, or Grantee waives any recourse against Grantor for any excessive payments. If Grantee pays excessive franchise fees to Grantor due to mischarges, then Grantee is solely responsible for refunding the excess amounts to Grantee's customers, and Grantor is not required to pay back the excess amounts to Grantee, unless Grantee notifies Grantor of the mischarges within the same fiscal year the mischarges are committed. Within thirty (30) days following the Grantee's acceptance of this Franchise, Grantor shall provide an updated map of the Grantor's city limits to Grantee. If the city limits of the Grantor are altered, via annexation or some other method, then Grantor shall provide an updated map to Grantee within thirty (30) days of said alteration of the city limits. In the event that the Grantor fails to timely deliver any map as required hereunder, the Grantee shall not be liable for any mistakes in billing or collection due to such failure, and the Grantor shall, upon written request of the Grantee, promptly furnish a current map.

SECTION 22. Use of Public Rights-of-Way: The rights and privileges granted to the Grantee hereby extend only to those public rights-of-way, including present and future roads, streets, alleys, bridges, easements, and other rights-of-way over which the Grantor has jurisdiction to approve such uses. The rights and privileges granted hereby do not extend to any other public places of any

type whatsoever, including without limitation, public parks, public beaches, sidewalks, walkways, bicycle paths, pedestrian thoroughfares that are administered by the Grantor but not located in defined rights-of-way, docks, or any similar places.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 23. Effective Date: This Ordinance shall be effective on the _____ day of _____, 2018.

PASSED and ADOPTED by the City Council of the City of Destin, Florida on the _____ day of _____, 2018.

CITY OF DESTIN, FLORIDA

BY: _____
[Insert Name and Title]

ATTEST:

[Insert Name]
City Clerk

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ACCEPTANCE OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS that Gulf Power Company, a Florida Corporation, hereby accepts the Franchise Agreement offered by the City of Destin pursuant to its Ordinance No. _____.

IN TESTIMONY WHEREOF, Gulf Power Company has caused its duly authorized officers to execute this instrument for it and as its act and deed on this ____ day of _____, 2018.

GULF POWER COMPANY

By: _____
Vice President

ATTEST:

Its Secretary

Rey Bailey

From: Jeff Burns <jlburns@asglegal.com>
Sent: Friday, August 31, 2018 12:34 PM
To: Rey Bailey
Cc: Kimberly Kopp (kkopp@romanokopplaw.com); Lance Johnson
Subject: Re: 2 More Agenda Items

I approve. I am not going to be able to log into the system to approve until tonight so you can bypass my electronic approval.

On Aug 31, 2018, at 12:11 PM, Rey Bailey <rbailey@cityofdestin.com> wrote:

Jeff:

Both items have been entered and initiated in the system. Just need for you and Lance to approve. Thanks

Rey

Rey Bailey
City Clerk
City of Destin
Phone: (850)837-4242
Fax: (850) 837-3267
E-Mail: rbailey@cityofdestin.com

From: Jeff Burns [<mailto:jlburns@asglegal.com>]
Sent: Friday, August 31, 2018 11:05 AM
To: Rey Bailey
Cc: Kimberly Kopp (kkopp@romanokopplaw.com); Lance Johnson
Subject: 2 More Agenda Items

Rey,

1. The Proposed Franchise Agreement offer from Schef needs to be added for the Council to vote on.
2. At the last meeting I told the Council I would bring back the proposed resolution that will executed the purchase option in the current franchise agreement. This is so they can review it.

You can put both items under my name, however, I would put the proposed franchise agreement under Parker Destin's name.

Jeffrey L. Burns, Esq.*
Attorney At Law

*Licensed to practice law in Florida and Alabama

Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547
Main Number: (850) 863-4064 | Fax Number: (850) 664-5728

[Website](#) | [Email](#) | [Vcard](#)

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“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Morgan

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Beach issues and code enforcement

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Mayor Gary Jarvis

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Land Use Attorney

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Request direction from the City Council regarding inconsistency between the Destin Comprehensive Plan and Land Development Code zoning district

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 5, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: City Attorney

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

RESOLUTION 18-__

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, EXERCISING THE RIGHT, CONVEYED TO THE CITY IN THE CITY'S FRANCHISE AGREEMENT WITH GULF POWER COMPANY, TO PURCHASE CERTAIN ELECTRIC UTILITY PROPERTY

WHEREAS, the City of Destin, Florida ("City of Destin," "City," or "Grantor"), a political subdivision of the State of Florida and a municipal corporation located in Okaloosa County, Florida, is authorized by the laws of the State of Florida to enter into franchise agreements with providers of electric utility service, for the benefit of the City of Destin and its inhabitants; and

WHEREAS, Gulf Power Company ("Gulf Power" or "Grantee") has provided retail electric service to the City of Destin and to residential and business customers in the City since the City was incorporated in 1984, and

WHEREAS, Gulf Power Company and the City of Destin are parties to that certain franchise agreement embodied in City of Destin Ordinance No. 048, enacted by the City on May 19, 1986, and accepted by Gulf Power through its written Acceptance of Franchise on May 30, 1986, as amended by City of Destin Ordinance No. 048.1, enacted on July 19, 1993, and as further amended by City of Destin Ordinance No. 02-01-CN, enacted on September 3, 2002, and accepted by Gulf Power on September 19, 2002; such Ordinances are hereinafter referred to collectively as the "Franchise Agreement"; and

WHEREAS, the Franchise Agreement refers to the City of Destin as "Grantor," and to Gulf Power Company as "Grantee"; and

WHEREAS, by Section 5 of the Franchise Agreement, Gulf Power conveyed to the City, and the City accepted, a right to purchase certain of Gulf Power's electric facilities and other property located within the City (the "Right to Purchase"), through mutually agreed-upon language that reads as follows:

SECTION 5. Term of Franchise – Right to Purchase. The franchise granted by this Ordinance shall exist and continue for a period of thirty (30) years only, and as a condition precedent to the taking effect of this grant, Grantor does hereby reserve and the Grantee gives and grants to the said Grantor the right, after the expiration of ten (10) years, to purchase the electric plant and other property within the limits of this franchise necessarily used under or in connection with the franchise hereby granted or such part of such property as the Grantor may desire to purchase at a value to be fixed in accordance with the provisions of Section 180.16, Florida Statutes (1985), as it may be amended from time to time."; and

WHEREAS, the Destin City Council, as the governing body of the City of Destin, has determined that a true and real need exists to exercise the Right to Purchase contained within the Franchise Agreement, in order to protect the health, safety, and welfare of the citizens of Destin; and

WHEREAS, the City of Destin, through exercising this Resolution, is expressly, and unconditionally exercising the Right to Purchase contained within the Franchise Agreement, and through said election, is electing to commence the process created via Section 180.16, Florida Statutes (1985), which shall result in the ultimate purchase of assets from Gulf Power, in accordance with state law, and

NOW, THEREFORE, BE IT RESOLVED, by the Destin City Council, that:

1. The City of Destin, by adopting this resolution, elects to exercise the Right to Purchase found within the Franchise Agreement currently governing the franchise with Gulf Power Company;
2. The exercise and execution of the Right to Purchase is in the best interest of the City of Destin and in the best interests of the health, safety, and welfare of the citizens of Destin;
3. The Destin City Council is vested with the authority to enact this Resolution, via state law, the city charter, and governing resolutions, and it is utilizing that authority to enact this Resolution;
4. This Resolution shall be effective immediately upon a motion and vote by the Destin City Council directing execution of the Resolution;
5. That the Destin City Council designates and confirms that either the Mayor or Mayor Pro-Tem (if the Mayor is unable to execute this Resolution immediately after its adoption), shall execute this Resolution which shall represent the formal memorialization of the City of Destin's express decision to exercise the Right to Purchase contained within the Franchise Agreement;
6. That the City Manager, City Clerk, or City Attorney shall deliver an executed copy of this Resolution to Gulf Power Company within five (5) days following the execution of this Resolution; and
7. The City Attorney or City Franchise Counsel Robert Scheffel Wright shall provide a copy of this Resolution to the Florida Public Service Commission within five (5) days following the execution of this Resolution.

**PASSED AND DULY ADOPTED THIS _____ DAY OF
SEPTEMBER, 2018.**

By:

Signature: _____

Print Name: _____

Mayor, or Mayor Pro-Tem

ATTEST:

LEGAL FORM APPROVED BY:

Rey Bailey, City Clerk

Jeff Burns, City Attorney

Rey Bailey

From: Jeff Burns <jlburns@asglegal.com>
Sent: Friday, August 31, 2018 12:34 PM
To: Rey Bailey
Cc: Kimberly Kopp (kkopp@romanokopplaw.com); Lance Johnson
Subject: Re: 2 More Agenda Items

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Rey Bailey
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Phone: (850)837-4242
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Jeffrey L. Burns, Esq.*
Attorney At Law

*Licensed to practice law in Florida and Alabama

Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547
Main Number: (850) 863-4064 | Fax Number: (850) 664-5728

[Website](#) | [Email](#) | [Vcard](#)

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