

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 4, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of August 30, 2021 Regular City Council Meeting

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

3. 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)

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

- A. ADA Transition Plan for Pedestrian Facilities, authorization to execute a Task Order
- B. Resolution 2021-03 - Paid Parking Fund
- C. Resolution 2021-14 - Resident Parking Pass Program
- D. Announcements
 - 1) Library Technology Upgrades
 - 2) Undergrounding Update

5. PUBLIC HEARINGS

6. *CONSENT AGENDA (No public comments)

- A. 2022 Okaloosa County Public Library Cooperative Interlocal Agreement
- B. Regimental Military Intelligence Battalion (RMIB), 75TH Ranger Regiment Training Exercise – November 29 - December 12, 2021
- C. Resolution 21-15 Request approval for contract extension for the Independence Day Fireworks Display- Continuing Services Contract with Pyro Shows, Inc.
- D. Legion Drive at Main Street, Stormwater/Pavement Repair, authorization to execute a Task Order

E. Property & Casualty Insurance Renewals FY22

F. Board & Committee Minutes

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

A. Councilmember Braden

B. Councilmember Ramswell

1) Parks and Parking Codes

C. Councilmember Destin

D. Councilmember Bagby

1) Staff Reporting Matrix

E. Councilmember Hebert

1) Beach Flag Ordinance

2) Aquatic center landscaping

3) Emerald Coast Transportation Symposium - November 4-5, 2021

F. Councilmember King

G. Councilmember Schmidt

H. Mayor Gary Jarvis

1) 2021 City Manager Evaluation Process

I. Land Use Attorney

1) Tour Helicopters - Destin Airport

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 30, 2021
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis

Councilmember Dewey Destin

Councilmember Terésa Hebert

Councilmember Johnny King

Councilmember Kevin Schmidt

Councilmember Jim Bagby

Councilmember Prebble Ramswell

Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Grants/Project Manager Jeffrey Cozadd

Public Services Director Michael Burgess

Parks/Recreation Director Lisa Firth

Finance Director Krystal Strickland

Land Use Attorney Kimberly Kopp (Virtual)

Deputy City Manager Webb Warren

Public Information Manager Catherine Card

Principal Planner Steve O'Connor

HR Manager Nichole De Vito

Building Official Noelle Bell

IT Director Matthew Pace (Virtual)

City Attorney Associate Steve Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 pm. Pastor Steve Farris of the First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Schmidt requests agenda item 7G(1) be discussed under agenda item 2B.

The City Manager requests agenda item 4A be discussed under agenda item 2B.

Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve the agenda, as amended, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of July 6, 2021 Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember King, to approve minutes of July 6, 2021 Regular City Council meeting passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation - 2021 Proclamation for Constitution Week - West Florida Daughters of the American Revolution (DAR) Chapter

The mayor read the Proclamation designating the week of September 17-23, 2021 as Constitution Week, and then presented it to Ms. Connie Lee and Ms. Suzanne Ullery, from the West Florida Daughter of the American Revolution (DAR) Chapter.

B. GLC Contracting Inc. Presentation - Captain Royal Melvin Project Update

Grants/Program Manager Jeffrey Cozadd noted the GLC Contracting Inc. is the contractor for Capt. Royal Melvin Heritage Park. They were provided a Notice to Proceed in January 2021. The project manager is Mr. Mike Buckingham, who has been working closely with city staff throughout the process. They recently had some issues and some delays caused by the foundation being removed and replaced. The slab pour was cancelled a few times and had to be rescheduled. Portions of a CMU wall had been removed and replaced as well. The city and contractor wanted to improve the quality control for the project, increase inspection frequency, and consider landscaping and irrigation options because those are not in the plans at this time. The picnic shelter will not be available, and they need to consider other options. The paver work would need to be done to tie in the adjoining properties on each side.

Mr. Joe Garvey and Bill Garvey of GLC Contracting Inc. addressed the issue and provided an update on the project. Mr. Joe Garvey stated that they finished all the foundations for the retaining wall going down the west side of the building. They have completed the first leg of the retaining wall CMU and that concrete was poured on a few days ago. They are currently working on the bathroom. There have been some problems with the CMU walls. They have had their sub-contractor remediate it. He believes they are finished with all the corrections. They are currently waiting for a submittal for the lift station to be approved. It was submitted on March 16, 2021. It is holding up the work that needs to be done at the bottom of the hill.

Councilmember Braden inquired as to GLC’s plan to solve the problems with the bathroom walls.

Mr. Joe Garvey noted there are no specifications produced for CMU for this project at all, which created a lot of problems. They printed up all the specifications for industry standard construction. They are currently at industry standard for the bathroom and for all the remedial work. He stated that someone provided a sticker indicating that the work passed, but then a second person contradicted it, which created a big problem because they are not sure who is in charge of conducting inspections for the city. He added there are also no engineer of record and architect of record for this project.

The mayor asked who is in charge of inspecting the project for the city.

Building Official Noelle Bell explained that the city's Building Department inspectors go out and inspect the structure to make sure it complies with the building code and not for quality assurance.

The City Manager noted that the city's Building Official conducted an inspection to make sure the work is structurally sound; however, Mr. Buckingham made it perfectly clear that he would have the final approval on quality assurance inspections to make sure it meets the city's expectations.

The mayor asked whether Mr. Buckingham is under contract with the city making him an employee of the city for this project.

The City Manager replied that Mr. Buckingham volunteered his services to manage the project for the city.

Mr. Bill Garvey, President of GLC Contracting Inc. stated that the original project did not have any exposed CMU. They have dry wall on the inside metal frame. They added the CMU through a change order. However, they were never told this was going to be a customed premium job. There is a big difference between industry standard and premium standard. They are trying to provide an industry standard that will look good.

Councilmember Bagby stated that they obviously have a communication problem. The City Manager should have the ultimate authority for this project, and that if Mr. Buckingham is his direct report on this project, then everybody that works for the City Manager works with Mr. Buckingham. This needs to be communicated to all, and the contractor also needs to communicate this with all its sub-contractors.

Councilmember Bagby asked whether a complete set of As Built will be presented to the city upon completion of this project.

Mr. Bill Garvey stated they will provide the As Built even though it is not required under their contract. However, the city did the main water line work and provided a drawing with no measurements on it, and so they would not know how to include that on their As Built. Everything else that they do will be in the As Built.

The City Manager noted that Destin Water Users performed the work and will be able to provide the information.

Councilmember Schmidt asked whether it would cost more to if they want to do something above the industry standard and based on the standard set by Mr. Buckingham who was put in charge of the project.

Mr. Bill Garvey stated it would just be fair for them to charge more; however, they will go over the standards with Mr. Buckingham, discuss all the details and come up with a conclusion.

Councilmember Schmidt inquired on the status of hiring an overall project manager for the city similar to that of the project manager for the school board which Councilmember Destin shared a few months back.

According to the City Manager, they are in the process of finalizing an RFP for an overall project manager for the city.

Councilmember Schmidt stated that though he truly appreciates Mr. Buckingham volunteering his services as project manager, and that he is quite qualified for the job, he is just a volunteer after all. He could decide to go on an extended vacation since he does not owe the city anything. He added they may want to consider appointing another member of staff as project manager or officially hiring Mr. Buckingham until they finalize the RFP and able to hire an overall project manager for the city.

The City Manager stated they have considered paying Mr. Buckingham before he came on board with this project and Mr. Buckingham declined.

Councilmember Destin stated that one does not have to be paid to work for the City of Destin, such as the case with the elected officials seating on the dais. Mr. Buckingham volunteered, and he is working under the direction of the City Manager. He does not have a problem with the relationship. There are a number of issues listed on the staff report provided to the council. They just need to move forward and get the job done.

Councilmember Destin moved to go forward with the plan as outlined in the staff report; seconded by Councilmember Ramswell.

Mr. Buckingham offered to have members of the council to meet with him at the project location so they could see for themselves the issues that have been identified and better understand their concern. He stated that there are some major issues that exist, and that he does not feel it was his place to dictate which order they need to be fixed. He does not feel that the direction this project is heading is going to meet the city's expectations.

Councilmember Ramswell asked what is being done to remedy the elements that need changing.

Mr. Bill Garvey mentioned there is no design for the bathroom floor for draining at all and so they instruct their sub-contractor to do a normal slope to a drain when they did the concrete. There are no slopes written in the plan at all.

Councilmember Bagby offered a substitute motion for the City Manager, the Project Manager, and the contractor to meet and discuss the situation until they come up with an agreed upon solution or plan that they can execute to remedy the problems; and for the City Manager to report that plan to Council at the next Council meeting. Councilmember Hebert provided a second to the motion. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (4. CITY MANAGER REPORTS

4. CITY MANAGER REPORT

A. Capt. Royal Melvin Park Construction Update

This item discussed under agenda item 2B.

B. Operations Financial Report

The Finance Director Krystal Strickland discussed year-to-date budget versus actuals for the General Fund and the two community redevelopment areas (CRAs).

C. Capital Project Status

Ms. Strickland provides a summary of the current capital improvement projects, discusses status and year-to-date expenditures and encumbrances.

Councilmember Schmidt asked what needs to be done if they go overbudget in Fiscal Year 2021 for the Capt. Royal Melvin Heritage Park project.

Ms. Strickland explained that since several change orders have already been executed for various reasons for certain projects such as irrigation and landscaping, they placed an additional funding of \$700,000 for the entire project for the next fiscal year.

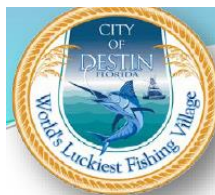
D. FY 2022 Tentative Budget

Ms. Strickland presented the following slides as she gave a summary of the proposed balanced budget for Fiscal Year 2022.



Budget Summary - Revenues

SUMMARY ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023 PROJECTION	FY2024 PROJECTION
				PROPOSED BUDGET		
Ad Valorem Taxes	7,883,186	8,104,316	8,259,900	8,236,657	8,648,510	9,080,686
Tax Increment Financing (TIF)	1,491,205	1,641,784	1,632,201	2,069,690	2,131,781	2,195,734
Sales and Use Taxes	2,895,623	2,761,031	3,296,013	3,230,855	3,269,188	3,308,848
Licenses and Permits	3,342,590	3,148,624	3,633,575	3,463,479	3,514,938	3,567,368
Impact Fees	456,051	44,000	321,428	116,000	116,000	116,000
Intergovernmental	4,050,502	13,906,412	8,357,549	11,483,372	3,592,541	4,500,347
Charges for services	513,137	499,843	821,951	749,897	750,751	752,035
Fines and Forfeitures	106,750	27,520	69,234	59,957	59,957	59,957
Investment Income	471,977	18,440	(7,800)	140,121	140,177	140,217
Contributions	4,435	-	1,825	2,500	2,500	2,500
Miscellaneous income	9,058	4,001	49,011	2,201	2,201	2,201
TOTAL REVENUES	21,224,513	30,155,970	26,434,888	29,554,729	22,228,543	23,725,892

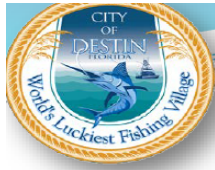


Budget Summary - Expenditures

SUMMARY ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023 PROJECTION	FY2024 PROJECTION
				PROPOSED BUDGET		
General Government	3,935,334	4,283,685	3,519,384	3,911,828	3,796,881	3,852,232
Public Safety	3,671,988	3,955,384	3,905,715	4,527,263	4,498,800	4,651,323
Physical Environment	27,374	206,732	188,063	196,421	184,396	190,779
Transportation	1,925,723	2,026,650	1,667,863	2,061,212	2,082,684	2,168,147
Economic Environment	130,173	261,100	121,612	323,436	755,908	437,149
Health & Human Services	63,494	101,254	71,839	101,254	101,254	101,292
Culture and Recreation	2,237,952	3,481,144	2,931,483	3,708,739	3,819,558	3,943,032
Capital Outlay	1,668,439	22,196,838	11,997,333	16,536,376	3,627,363	3,886,563
Debt Service	2,368,293	6,419,120	10,115,380	2,669,656	2,585,804	2,591,937
TOTAL EXPENDITURES	16,028,771	42,931,907	34,518,672	34,036,186	21,452,648	21,822,452

Excess (deficiency) of revenues over
expenditures

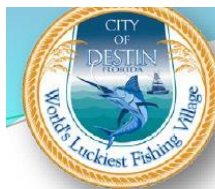
5,195,742 (12,775,936) (8,083,784) (4,481,457) 775,895 1,903,440



Budget Summary - Expenditures

SUMMARY ALL FUNDS	2020 ACTUAL	2021 BUDGET	2022 BUDGET	\$ change 2021 vs 2022
Personnel	5,378,245	6,690,172	7,430,340	740,169
Contract Services	4,230,056	4,710,064	4,373,030	(337,034)
Operations	2,042,923	2,708,267	2,800,584	92,317
Contributions/Contingencies	93,192	55,567	100,200	44,633
Debt Service	2,368,293	6,419,120	2,669,656	(3,749,464)
Capital Outlays	1,916,062	22,348,716	16,662,376	(5,686,340)
TOTAL EXPENDITURES	16,028,771	42,931,907	34,036,186	(8,895,720)

The \$740k (11%) increase in Personnel costs: 5% COLA (\$244k) + 2% Merit (\$98k) + 1.5 new FTEs and two upgraded positions (\$105k) + estimate 55-75 positions (\$293k) may receive more than the budgeted 7% increase as result of compensation study.



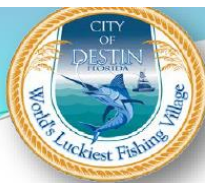
Budget Summary – Transfers and Fund Balance

SUMMARY ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022 PROPOSED BUDGET	FY2023 PROJECTION	FY2024 PROJECTION
Excess (deficiency) of revenues over expenditures	5,195,742	(12,775,936)	(8,083,784)	(4,481,457)	775,895	1,903,440
Proceeds from issuance of debt	38,359	9,905,000	9,905,000	-	-	-
Transfers In	5,044,566	31,399,333	23,622,982	16,015,406	6,948,444	7,862,295
Transfers Out	(5,044,566)	(31,399,333)	(23,622,982)	(16,015,406)	(6,948,444)	(7,862,295)
Total other financing sources (uses)	38,359	9,905,000	9,905,000	-	-	-
Net change in fund balances	5,234,100	(2,870,937)	1,821,216	(4,481,457)	775,895	1,903,440
Fund Balance, Beginning	24,587,438	29,821,538	29,821,538	31,642,754	27,161,297	27,937,192
Fund Balance, Ending	29,821,538	26,950,601	31,642,754	27,161,297	27,937,192	29,840,632



Budget Summary – Transfers and Fund Balance

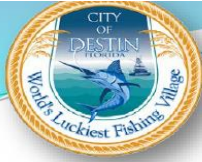
FUND BALANCE SUMMARY ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023 PROJECTION	FY2024 PROJECTION
				PROPOSED BUDGET		
Nonspendable	2,390,520	2,287,340	2,226,891	1,751,193	2,075,587	1,986,218
Restricted	3,967,144	1,401,791	3,594,640	2,640,180	2,875,870	3,081,502
Committed	10,606,227	16,926,082	11,972,210	11,728,954	12,401,261	13,586,510
Assigned	1,016,824	1,016,824	1,000,000	1,000,000	1,000,000	1,000,000
Unassigned	11,840,823	5,318,565	12,849,013	10,040,971	9,584,473	10,186,402
Ending Fund Balance	29,821,538	26,950,601	31,642,754	27,161,297	27,937,192	29,840,632



DECREASES IN FUND BALANCE

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023 PROJECTION	FY2024 PROJECTION
				PROPOSED BUDGET		
111-32 Licenses and Permits	-	504,656	799,340	636,608	655,600	675,161
111-36 Investment Income	-	-	30	60	60	60
TOTAL REVENUES	-	504,656	799,370	636,668	655,660	675,221
111-52 Public Safety	-	788,221	728,416	1,152,362	1,026,028	1,071,225
111-59 Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	-	788,221	728,416	1,152,362	1,026,028	1,071,225
Excess (deficiency) of revenues over expenditures	-	(283,565)	70,954	(515,694)	(370,368)	(396,004)
111-38 Transfers In	-	345,765	258,921	328,507	-	-
111-58 Transfers Out	-	(50,200)	(79,478)	(63,210)	(65,106)	(67,059)
Total other financing sources (uses)	-	295,565	179,443	265,297	(65,106)	(67,059)
Net change in fund balances	-	-	250,397	(250,397)	(435,474)	(463,063)
Fund Balance (deficit), Beginning	-	-	-	250,397	(0)	(435,474)
Fund Balance (deficit), Ending	-	-	250,397	(0)	(435,474)	(898,538)

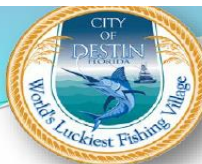
111 fund resolution adopted 08/02/2021



DECREASES IN FUND BALANCE

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Fund Balance (deficit), Beginning	-	-	-	250,397	(0)	(435,474)
Fund Balance (deficit), Ending	-	-	250,397	(0)	(435,474)	(898,538)

111 fund resolution adopted 08/02/2021



5-year Capital Budget Summary

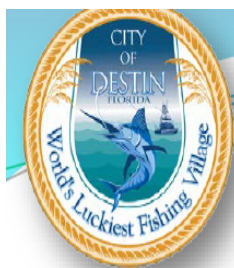
Capital Projects	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Citizen/Council Directed	9,720,000	780,000	2,025,000	1,650,000	11,346,132	25,521,132
Renewal & Replacement	2,522,529	1,651,530	1,779,530	1,524,030	1,782,486	9,260,104
Growth Necessitated	756,000	145,000	220,000	-	-	1,121,000
Other Capital Projects	3,554,597	1,567,500	82,500	1,132,500	32,500	6,369,597
Total Projects	\$16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$13,161,117	\$42,271,832

Funding Sources	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
TC CRA	\$ -	\$ 370,000	\$ 50,000	\$ 1,000,000	\$ -	\$ 1,420,000
Gas Taxes	590,000	509,000	509,000	509,000	509,000	2,626,000
General Fund	1,205,700	225,000	-	100,000	-	1,530,700
Grant	8,806,247	850,000	1,650,000	1,650,000	6,694,218	19,650,465
Half Cent	1,986,529	1,121,863	1,249,863	994,363	1,252,819	6,605,437
Harbor CRA	-	150,000	150,000	-	-	300,000
Impact Fees	888,800	42,500	152,500	32,500	32,500	1,148,800
Oka 1/2 Penny	2,949,850	780,000	225,000	-	4,651,914	8,606,764
Parking Fund	126,000	95,667	120,667	20,667	20,667	383,667
Tech Fund	-	-	-	-	-	-
Total Sources	\$16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$13,161,117	\$42,271,832

Referring to the above slide, Ms. Strickland noted that the city has not officially adopted a motion, resolution, or ordinance to establish a true and official Renewal and Replacement Fund; and that they also need to establish the amount they would be putting under this fund each year. It could be a flat percentage of a certain revenue of a previous year. They could also look at the replacement costs of all their assets as well as the remaining useful life and then place that amount in the Renewal and Replacement Fund each year. She continued that she would need to gather more data on the city's actual assets to determine the actual renewal and replacement costs, and then bring some options to the council. She recommends hiring a specialty firm that specializes in valuing assets as well as infrastructures and facilities to figure out the numbers for the city. She also noted that the city's Facilities and Maintenance Department personnel discussed obtaining an asset management software that could help schedule all preventive maintenance and allow them to update the condition of all the major components.

Councilmember Bagby recommends not having to rely on staff to try to determine the renewal and replacement costs for city facilities, components, or systems as it is not an easy thing to do. He expressed his support for hiring an expert who is certified to conduct reserve studies for renewal and replacement costs. He also recommends consulting with the Florida League of Cities for a comprehensive list of qualified firms, determining the cost for hiring a consultant, and then putting the service out to bid.

Ms. Strickland also pointed out they have cash built up in impact fees, which are funds that come in from developers to help pay for the impact of their development to the city's infrastructure. She continued that they need to use the impact fee funds within 10 years of receipt, otherwise the developer can ask for their money back.



Effect on Total Fund Balance

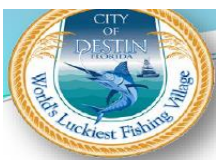
FUND BALANCE SUMMARY ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023 PROJECTION	FY2024 PROJECTION
				PROPOSED BUDGET		
Nonspendable	2,390,520	2,287,340	2,226,891	1,751,193	2,075,587	1,986,218
Restricted	3,967,144	1,401,791	3,594,640	2,640,180	2,875,870	3,081,502
Committed	10,606,227	16,926,082	11,972,210	11,728,954	12,401,261	13,586,510
Assigned	1,016,824	1,016,824	1,000,000	1,000,000	1,000,000	1,000,000
<i>Unassigned</i>	<i>11,840,823</i>	<i>5,318,565</i>	<i>12,849,013</i>	<i>10,040,971</i>	<i>9,584,473</i>	<i>10,186,402</i>
Ending Fund Balance	29,821,538	26,950,601	31,642,754	27,161,297	27,937,192	29,840,632

Ms. Strickland pointed out they expect to have an unassigned fund balance of more than \$10 million for the next fiscal year.



Effect on Total Fund Balance

FUND BALANCE DETAIL ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023	FY2024
				PROPOSED BUDGET	PROJECTION	PROJECTION
Nonspendable until greater than zero, then "restricted"						
102 Town Center CRA (State Regulations)	(2,390,520)	(2,287,340)	(2,226,891)	(1,751,193)	(1,640,113)	(1,087,681)
111 Building Fund (State Regulations)	-	-	-	(0)	(435,474)	(898,538)
	(2,390,520)	(2,287,340)	(2,226,891)	(1,751,193)	(2,075,587)	(1,986,218)
Restricted						
102 Town Center CRA (State Regulations)	-	-	-	-	-	-
111 Building Fund (State Regulations)	-	-	250,397	-	-	-
110 Harbor CRA (State Regulations)	167,124	203,669	273,244	347,125	336,559	344,771
209 Harbor CRA 2009 Debt Svc	139,467	-	(0)	-	-	-
213 General 2013 Debt Svc	92,757	92,623	93,315	93,415	93,515	93,615
214 Town Ctr CRA 2014 Debt Svc	244,394	244,463	245,585	245,685	245,785	245,885
221 Beach 2021 Debt Svc	-	(7,354)	1,891	1,891	1,891	1,891
302 Capital Projects (Debt Covenant)	28,104	-	(0)	(0)	(0)	(0)
304 Capital Projects (Debt Covenant)	16,228	-	0	0	0	0
305 Capital Projects (Grant Agreements)	-	0	-	-	-	-
315 Impact Fees (State Regulations)	3,279,071	868,390	2,730,209	1,952,064	2,198,121	2,395,341
	3,967,144	1,401,791	3,594,640	2,640,180	2,875,870	3,081,502



Effect on Total Fund Balance

FUND BALANCE DETAIL ALL FUNDS	FY2020 ACTUALS	FY2021 BUDGET*	FY2021 PROJECTION	FY2022	FY2023	FY2024
				PROPOSED BUDGET	PROJECTION	PROJECTION
Nonspendable until greater than zero, then "restricted"						
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302 Capital Projects (Debt Covenant)	28,104	-	(0)	(0)	(0)	(0)
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	3,967,144	1,401,791	3,594,640	2,640,180	2,875,870	3,081,502

Councilmember Destin expressed concern over the idea of spending a lot of their unassigned fund balance at the next fiscal year to meet their spending obligations; adding that this trend cannot continue because the unassigned fund balance serves as their savings account. They need to be overly careful because there are cities and counties in Louisiana that are facing millions of dollars in storm damages, and that if similar storms hit this city, they could end up in the same situation. Their reserve funds could offset some of the expenses for a while, but they must have cash flow. They could end up borrowing money because they may not get reimbursement from FEMA for years. The city could also go bankrupt very easily.

E. Authorization of payment for Harbor Pump Repairs and Improvements to Gilbert Pump and Mechanical Inc. (Ft. Walton Beach).

The City Manager requests council's authorization for GoForth Williamson, Inc., also known as Gilbert Pump Company, to repair the harbor pump for the cost not to exceed \$167,683. The amount has already been budgeted for this year. They have implemented a temporary solution by getting a temporary pump in place to allow the harbor to maintain its cleanliness while the main pump is being repaired.

Councilmember Hebert moved to authorize the City Manager to execute the agreement with GoForth Williamson, Inc., also known as Gilbert Pump Company, to complete repairs to the Harbor Pump not to exceed \$167,683 as an emergency purchase as provided for in the city's purchasing manual; seconded by Councilmember Destin.

Councilmember Ramswell noted they had a similar situation with the pump in 2017, and the council ultimately decided to approve about \$46,000 for the repair. They have also authorized another \$6,400 for additional repair in 2019. She asked whether this latest maintenance would permanently solve the problem, or it would continue to be a biennial occurrence.

Public Works Director Michael Burgess noted that the new components that will be installed will have warrantee associated with them for labor and materials.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted "yes").

F. Resolution 21-10 - Longevity Award

The City Manager explained that this one-time longevity award directly aligns with council's critical priority of offering livable wages and benefits to attract and maintain a high caliber, qualified staff. The City of Destin has been navigating a very difficult recruitment climate for several months due to a number of internal and external factors. Despite staffing shortages, staff continues to work hard to ensure the mission and goals of the city are accomplished. This award will be a step in showing their hard-working employees their appreciation for their dedication through difficult and unprecedented times.

Councilmember Hebert moved for approval of Resolution 21-10 as proposed; seconded by Councilmember Schmidt.

Councilmember Bagby recommends adding 12% for each payment to offset taxes.

Councilmember Hebert offered an amended motion to approve Resolution 21-10 increasing each award payment by 12% to offset the taxes; seconded by Councilmember Schmid. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

G. Compensation Study - Evergreen Solutions, LLC

The City Manager noted that the city has worked with Evergreen Solutions, LLC for many years as a trusted consultant in both training and wage studies. The most recent wage study conducted by the firm was completed on October 17, 2016. Because of the rapidly changing nature of the labor market and the amount of time since the last study was conducted, staff is requesting the council moves forward with completing an updated compensation study to ensure that all city staff is fairly compensated in their positions and staff is able to accomplish council’s top strategic priority.

Mr. Jeff Ling, President of Evergreen Solutions, participated remotely and briefly discussed the work plan outlining the tasks, activities, and milestones necessary to successfully conduct the classification and compensation study.

Councilmember Schmidt ask how municipalities with which to compare the City of Destin are chosen for the study.

Mr. Ling explained that they use two components. One component would be those that are within commuting distance (approximately 100 miles round trip one would drive on a daily basis). A second component would be selected based on similarities and characteristics (similar budget size, staffing, and services offered to the public.

Councilmember Schmidt asked what action was taken by the city based on the 2016 wage study.

According to the City Manager, they handled things in phases because they did not have the money available to implement the entire plan at once, and they did not get into the full implementation.

Councilmember Bagby moved to go forward with the compensation study as proposed by Evergreen Solutions, LLC, with the amendment identified in Task 6.0 of the Evergreen Solutions proposal letter; seconded by Councilmember Braden. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

H. Proposed Tourist Development District Expansion Update

The City Manager noted that during the first Conflict Resolution 164 meeting on August 18th, a proposal was made whereby 12.5% of the TDC funding could be divided amongst the municipalities provided they come into an agreement with regards to the term. Following that meeting, he, the Deputy City Manager, Special Counsel Jeff Burns, and the City Attorney met with their counterparts from the other municipalities. They all came into an agreement that since the City of Destin contributes the most that they should receive the largest portion of the funding, which would equate to 48.5% of the 12.5% TDC funding. They have also agreed to the term of the agreement to be a 28-year term. There was no objection to the City of Destin having a guaranteed seat on the TDC Board for their elected official. He opines that the term of the agreement is fair and that the council should consider moving forward with it.

Special Counsel Jeff Burns pointed out that all the other municipalities attended and were represented by various city officials. The first thing that was addressed was the percentage breakdown of the payout for each city. The 12.5% TDD revenues equate to \$3.1 million projected total payout for year one, and that 48.5% of \$3.1 million equals approximately \$1.5 million. In prior discussions with members of the council and staff he felt that longevity was more important than asking for the entire amount every year for a shorter period of time to allow flexibility for projects, especially capital projects. Instead of a yearly payout of \$1.5 million, Destin asked for \$1.5 million for 28 years. The money could increase each year over \$1.5 million due to the expansions of the district. It could also be worth a lot more as the years progress due to inflation. The proposal was met with very little opposition from the other municipalities.

Mr. Burns stated that the only other provision with a big concern was the makeup of the TDC Board. He made it clear that the City of Destin has to have an elected official on that board. The City of Fort Walton Beach has offered to give their seat on the board to the City of Destin if their council is given the ability to appoint a businessman in their city on the board, which may also be a council member. This will have to be memorialize in an ordinance.

Mr. Burns noted that the second Conflict Resolution 164 meeting is scheduled for September 8th. This will involve all the city council from each municipality in Okaloosa County. He asked that if these terms are agreeable to the council, that he and the City Manager be granted the authority to convey them to the county and all the municipalities and form an agreement with all the requisite parties.

Mr. Burns added that they still have the ability to file a lawsuit against the county if this council elects to go that route. This is more of an effort to try to reach a compromise and use the Conflict Resolution 164 process to reach an agreement.

The Mayor stated that this is a good start and a good compromise; and that it is fair to the City of Destin both short and long term; adding that stablishing a good relationships not just with the county but with all the other municipalities is crucial for the city.

Councilmember Schmidt moved to direct the city's legal counsel to proceed with the terms as discussed and present them to the county; seconded by Councilmember Ramswell.

The City Attorney requests an amendment to the motion to include the City Manager as part of city's negotiating team.

Councilmember Schmidt offered an amended moved to direct the city's legal counsel to proceed with the terms as discussed and present them to the county, and to add the City Manager as a member of the negotiating team; seconded by Councilmember Ramswell.

Councilmember Ramswell inquired as to how the remaining 87.5% TDC revenues will be allotted.

Mr. Burns stated that least 40% will go towards tourism promotions or advertising. But funds will be spent according to statutes looking at the different pennies and how they are to be expended.

Councilmember Ramswell asked if there are any stipulations on how they and other municipalities can spend their portions of the funding.

Mr. Burns stated that the offer they will be bringing will not include any stipulation language; adding that the other municipalities have agreed on a very broad set of language. He believes the agreement will include a language that every city has to provide an expenditure plan within the first 18 months. The City of Destin has a very detailed list of capital improvement projects putting them way ahead of the game.

The Land Use Attorney noted that the way the agreement is proposed, there would be some sort of renegotiation process in place among the municipalities after 3 years with respect to the city's 48.5%, and then it will be reviewed every 5 years until they reach the 28-year term.

Councilmember Destin reported that the county brought the proposed plan to expand the taxing district before the TDC Advisory Committee for its recommendation. The committee decided to table the issue and agreed to meet again on September 2nd to reconsider it. He continued it is unclear at this time whether the changes they are discussing tonight will be integrated into the document the committee will receive on September 2nd. He continued that by law the proposed plan cannot go forward until the TDC Advisory Committee has acted on it. He recommends the negotiations include having an interlocal agreement to accompany the ordinance once the terms are memorialized in the ordinance for additional safeguard as the ordinance can be amended at any time.

Councilmember Bagby proposed adding a severability clause in the interlocal agreement giving each municipality the right to withdraw from the county-wide taxing district by a vote by 15% of its registered voters. He stated he still believes they are establishing an illegal county-wide taxing district because they are doing taxation without representation as not everyone is being given the opportunity to vote. He would also like to include a provision in the agreement to have the county's tourism plan be updated every 24 months and to afford the municipalities the right to review and approve the plan.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

I. Announcements

The City Manager made the following announcements:

- Per council’s direction, the city contacted other municipalities or governmental entities in the state, to see if anyone is utilizing a business performance consulting service similar to service being offered by Optimally, a business performance consultant. The city received no positive responses from other jurisdictions. Staff is seeking further direction from the council on how to proceed.

Councilmember Schmidt moved to engage Optimally, a business performance consultant, to help save the City of Destin some money. Motion dies for lack of a second.

- The next regular city council meeting is scheduled for Tuesday, September 7th, at 6:00 PM.
- The second meeting regarding the proposed TDD expansion with all municipalities participating is scheduled for Wednesday, September 8th, at the Convention Center
- The first budget hearing for the adoption of the FY 2022 budget is on Thursday, September 9th, at 5:30 PM
- The Destin Fishing Rodeo trailer will be displayed at the Destin Community Center parking lot from September 7th to 13th until they receive approval to move it down to the harbor.
- A big “thank you” to Public Works, Parks and Rec, and Code Compliance department personnel, and the entire city staff for their roles in protecting the city as they encountered storms over the past two weekends.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. Resolution 21-09, Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovia Services Infrastructure, Inc.
- B. COMPASS System/EnerGov Update

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 6A and 6B, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

- A. Councilmember Braden

B. Councilmember Ramswell

1) Resident vs. Non-Resident Distinction

Councilmember Ramswell requests above topic be moved to the next agenda. She stated she was contacted by a citizen who lives in Kelly Plantation but jointly owns other properties throughout the city. He is required to pay fees when he visits Joe's Bayou and other places in the city. She asked staff to look at this issue and to be prepared to discuss it at the next meeting.

C. Councilmember Destin

1) Lowering the speed limit on all city-owned streets and roadways to 30 mph

Councilmember Destin moved to direct staff to bring back a separate ordinance lowering the speed limit on all city owned streets and roadways to 30 mph, with the exception of those with lower speed limit already in place; seconded by Councilmember Bagby. Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted "yes"; Councilmember Braden voted "no").

D. Councilmember Bagby

1) Discussion on staff attendance at council meetings and workshops

Councilmember Bagby urged the other members of the council to conduct the exact due diligence expected from staff when they place an item on the agenda. To have some backup materials available for the council and staff to read about the issue to be discussed to provide ample time to conduct necessary research. He continued this will ensure transparency for the citizens and prepare other members of the council to discuss the issue and take the necessary action.

E. Councilmember Hebert

Councilmember Hebert noted she has been contacted by several citizens and tourists about moving the Welcome to Destin sign somewhere on the other side of the bridge where it can be better viewed, since there is a fence currently blocking it, to allow people to have their pictures taken in front of it. She stated that the City Manager is currently looking into it.

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt stated she has been contacted by several individuals who reported seeing a black bear roaming around the city. He asked staff to report the matter to the Florida Fish and Wildlife Conservation Commission to see what action they could take with regards to this situation.

Councilmember Schmidt stated it became very confusing to some after the August 16th council meeting was cancelled due to a tropical storm, and then subsequently rescheduled. He recommends staff calling the council members before rescheduling a council meeting in the event of an emergency moving forward.

Councilmember Schmidt noted there was a case that was scheduled to go before the Special Magistrate but was cancelled and will be delayed for another 30 days due to the unavailability of a certain city staff member. He stated that a lot of business owners and citizens that follow the rules, and that it is not fair to them to allow a rule violator to continue to violate policy for another 30 days. He would like to avoid a similar situation by having a back-up city staff member available to take the case and/or to schedule Special Magistrate Hearings more than once a month.

The City Attorney explained that the officer involved in the case needs to be present at the hearing to provide direct testimony; adding they would run into possible evidentiary issues if they do not have the actual code enforcement officer who is involved in the citation.

The Land Use Attorney stated they could schedule a Special Magistrate Hearing more than once a month, or they could schedule one at any time as long as a reasonable notice is provided to the involved parties and if the Special Magistrate is available.

He asked the City Manager to recommend a better procedure for conducting Special Magistrate hearings within the next three council meetings.

1) Discussion on Capt. Royal Melvin Heritage Park

Discussed under agenda item 2B.

2) Destin Executive Airport Zoning

Councilmember Schmidt noted that the Destin Airport is located within the city limits of Destin. The quality of life for a lot of people is being affected by tour helicopters flying around the city, and that he would like the city to take action to help protect the health, safety and welfare of the citizens.

Councilmember Schmidt moved to direct staff to prepare an ordinance to remove section 4879 - *Scenic and Sightseeing Transportation, other from the Airport Zone A Table 7-2 as a permanent use; seconded by Councilmember Hebert.*

According to the Land Use Attorney, the city has the right to protect the public's health, safety and welfare by zoning regulations including regulating locations of airports; however, once the airport is in place, they might need to be concern about discriminating on one particular type of aviation use. That particular warning was given during a recent helicopter meeting held at the city. However, the City of Destin has the power to regulate zoning even though there are some legal risks associated with this action.

Councilmember Bagby noted that the proper process is to bring this issue before the Local Planning Agency and then to the city council.

The Land Use Attorney stated that if this council approves the motion on the floor, she and city staff will prepare an ordinance, schedule a public hearing with the Local Planning Agency for their non-binding recommendation, and then two public hearings before the city council for their consideration.

The mayor called for a vote on the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Property Rights Element Ordinance

The Land Use Attorney announced that the trial on the Destin Fishing Fleet vs. City of Destin with regards to the Bert Harris claim is scheduled for September 8-10, 2021. There is one pending motion that remains for the judge to dismiss the case; however, the city is continuing to prepare for the trial until that decision is made.

The Land Use Attorney also noted that under current law, local governments create and adopt local comprehensive plans, which control and direct the use and development of property within a county or municipality. The Department of Economic Opportunity is the state land planning agency and is tasked with overseeing the comprehensive plan system. State law now requires all local governments to incorporate a property rights element into their comprehensive plans by the earlier of a local government’s next proposed comprehensive plan amendment of July 1, 2023. A local government may adopt its own property rights element or use the model language provided in the new statute. The law specifies that the property rights element is to ensure local governments consider private property rights in local decision making. She has prepared a draft ordinance that sets forth the model language provided in the new law. This model language is a starting point for the city council’s consideration. The city council may provide her direction to modify the proposed Property Rights element to address other property rights issues via additional goals, policies and objectives.

Councilmember Schmidt moved to direct the City Land Use Attorney to proceed with the current proposed ordinance, to include “subject to state law and local ordinances” in item 3 of the draft policy, and advertise the ordinance for consideration by the Local Planning Agency. Councilmember Braden provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:30 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.A.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 09/16/2021**SUBJECT:** ADA Transition Plan for Pedestrian Facilities, authorization to execute a Task Order

I. BACKGROUND: One of City of Destin's engineering services contractors, Baskerville-Donovan, has completed an inventory of pedestrian facilities within the City's public rights-of-way. The next step in this process is to formalize an ADA transition plan to address deficiencies identified during the inventory process, and through the implementation of a multi-year program, ensure that our pedestrian infrastructure network is accessible to all users.

The development and implementation of an ADA transition plan is a federal requirement. This assessment and transition plan development are required by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 for all public agencies. An informational item regarding ADA challenges from the US Department of Justice's website has been included.

II. DISCUSSION: The end product of this multi-year endeavor will be a full ADA Assessment Report, Implementation Plan, Cost Estimates and Recommended Compliance Schedule. A transition plan will be produced along with regular Council presentations. The Scope of Work for this project is attached (ATT2).

Baskerville-Donovan is currently performing similar projects in Pensacola Beach and Perdido Key and is qualified to perform this work on our behalf.

Tasks associated with the remainder of this project include:

1. Perform and Evaluation and Priority Rank of Pedestrian Facilities

2. Summary of Findings Report
3. Public Involvement Workshop
4. ADA Cost Estimation
5. ADA Transition Plan
6. Meetings, Reports, and Presentation Documents

Deliverables will include a PDF copy and two paper copies of the Summary of Findings Report and FDOT-approved ADA Transition Plan.

Note: This Plan will be provided to FDOT and revised as necessary to fully comply with the ADA. The existence of the Plan is a prerequisite to Local Agency Program certification.

Attachments:

1. Baskerville Donovan Engineering Services Contract (2019)
2. ADA Pedestrian Facilities, Phase 2, Scope of Work
3. Baskerville Donovan, Phase 2, Fee Breakout
4. "The ADA and City Governments: Common Problems", web article, US Dept. of Justice (2019)

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:
6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Funding for this project (\$141,040.00) is provided in the approved FY22 budget.

	FY2022 BUDGET
31554032-565000-TR620	
Multli-Modal Impact- Capital Project-ADA Project	\$ 142,000
FY22 Adopted Budget	142,000
Internal Transfer	-
Previous Expenses/Encumbrances	-
Available Program Budget	142,000
This Agreement +(-)	(141,040)
FY22 Remaining Program Budget	\$ 960

C. Level of Service (LOS): Compliance with Federal Law and the delivery of a work product that will guide sidewalk repairs and improvements for years to come.

III. CONCLUSION: An ADA Transition Plan with associated Implementation Plan and Schedule is needed to insure that City pedestrian facilities are fully accessible to those with disabilities. In addition, this ADA Transition Plan will provide the City with the benefits of higher ranking potential for any grant-funded transportation projects.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to execute a

Task Order with Baskerville-Donovan Engineering to perform those tasks identified in the Scope of Work and to provide the City with an ADA Transition Plan that is consistent with applicable Federal Law and FDOT requirements.

Attachments:

1. ATT1: Baskerville-Donovan Executed Contract 2019
2. ATT2: City of Destin ADA Transition Plan Phase 2 Scope of Work
3. ATT3: ADA Transition Plan Phase 2 Fee Breakout
4. ATT4: The ADA and City Governments, Common Problems

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT made and entered into this 14th day of November 2019, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and BASKERVILLE-DONOVAN ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, Chapter 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

- 1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees, CONSULTANT'S consultants, and any of CONSULTANT'S agents as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.
- 1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.
- 1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2 CONSULTANT'S SERVICES

- 2.1 In accordance with Request for Proposals (RFP) NO. 19-01-PS which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".
- 3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY, as deemed by the CITY in its sole discretion. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.
- 3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after this Agreement's execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

- 4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.
- 4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.
- 4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the

CONSULTANT'S work products. Upon receipt of this written notice, CONSULTANT shall promptly remedy any fault or defect in the services performed or nonconformance of CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

- 5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.
- 5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice, for any reason or no cause whatsoever.
- 6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.
- 6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven (7) days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7 NOTICES

- 7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN	CONSULTANT
Lance A. Johnson, City Manager	Keith Hill, Baskerville-Donovan
4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242	14101 Panama City Beach Parkway Suite 110 Panama City Beach, FL 32413 850.230.6150

ARTICLE 8 INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than \$2,000,000.00 per event/\$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.
- 8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
 - 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
 - 8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
 - 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

- 9.1 The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of 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, or any other provision of law.

ARTICLE 10 INDEMNIFICATION

- 10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and

expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.13 This Agreement is binding on the parties, their successors and assigns.
- 11.14 This Agreement shall not be assigned or otherwise conveyed to any other third party without the written consent of the non-assigning or non-conveying party.
- 11.15 **WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

ARTICLE 12 PUBLIC RECORDS

- 12.1 **CONTRACTOR** must comply with the public records law, Chapter 119, Florida Statutes; specifically, **CONTRACTOR** must:
 - a. Keep and maintain public records required by the CITY to perform the service.
 - b. Upon request of the CITY'S custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if **CONTRACTOR** does not transfer the records to the CITY.
 - d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of **CONTRACTOR** or keep and maintain public records required by the CITY to

perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:
Lance A. Johnson
Its: City Manager

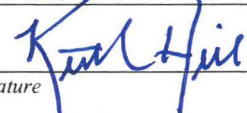

signature

Date: 11/14/19

CONSULTANT:

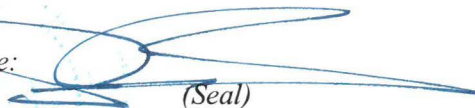
Keith Hill

Its: Exec. VP / COO


signature

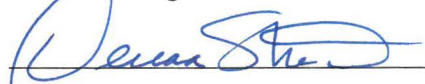
Date: Nov. 11, 2019

Attest to
Signature:


(Seal)

Date: 11/14/19

Witness to Signature:



Print Name:

Derena Stanton

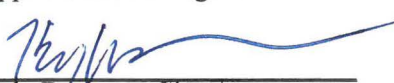
Witness to Signature:



Print Name:

Cheryl R. Dunlavy

Approved as to Legal Form:


Kyle Bauman, City Attorney

EXHIBITS

- A. Request for Proposal No. 19-01-PS
- B. Fee Schedule
- C. Certificates of Insurance



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

RFQ No. 19-01-PS:
Qualifications for Professional Consulting
Engineering Services for the City of Destin



Exhibit A

Prepared By:
Baskerville-Donovan, Inc.
14101 Panama City Beach Parkway
Suite 110
Panama City Beach, FL 32413

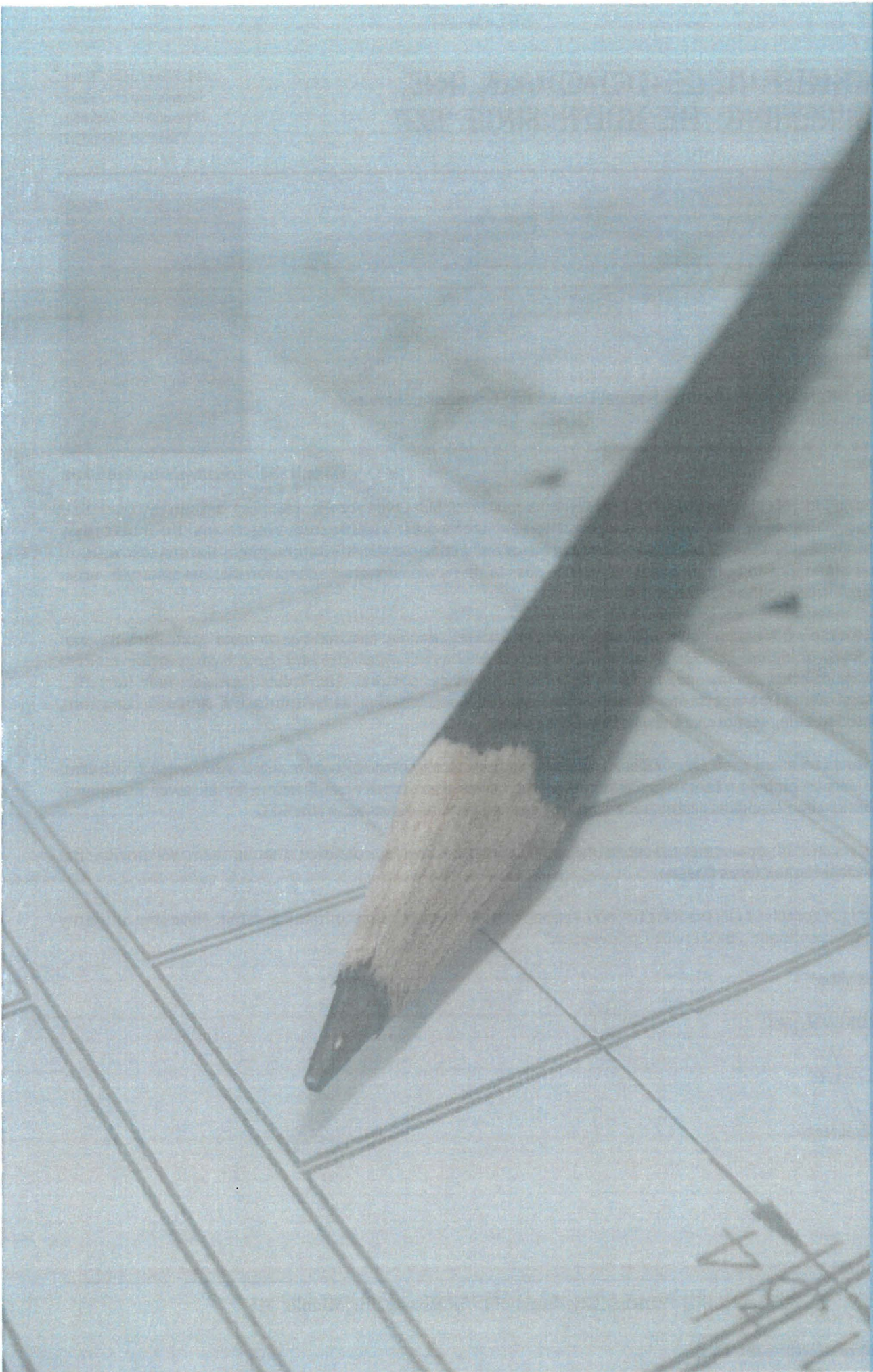
www.baskervilledonovan.com

**ELECTRONIC
COPY**

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1. Letter of Interest



August 15, 2019

Mr. Lance A. Johnson
City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541



RE: City of Destin, RFQ NO. 09-12-PS – Professional Consulting Engineering Services

Dear Mr. Johnson:

T. Keith Hill, Executive Vice President

Baskerville-Donovan, Inc. (BDI) brings to the City of Destin a multi-discipline engineering, planning, and survey team that understands the significance of public works, transportation and stormwater infrastructure projects and the impact they have on our communities like the City of Destin. Our long history and active relationships throughout the area allows us to bring great value to the City and our municipal experience has taught us the important characteristics necessary to serve the staff, elected officials, and the citizens of Destin.

We understand that the work assignments will vary in size and nature, and we feel that we can meet your timelines and provide quality work within budget. Our Panama City Beach office has full capabilities and capacity to provide services for any engineering projects you may need under this continuing services contract. Our Project Manager, Alan Hart, P.E., along with a strong team of transportation and stormwater professionals including Keith Guthrie, P.E. and Mike Langston, P.E., are committed to being responsive to any of the City's needs.

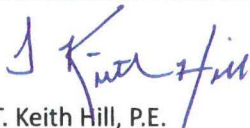
The BDI Team wants to ensure the City of Destin understands our strong commitment to assist with projects included in this RFQ. BDI has assembled a team of professionals which allow us to submit qualifications for all seven disciplines, including the thirteen sub-disciplines listed under the Engineering Services identified in the RFQ.

We sincerely appreciate this opportunity to submit our qualifications, and we are confident that our team will provide the best services available to the City of Destin.

"I declare that this proposal is in all respects fair and in good faith without collusion or fraud and that I have the authority to bind the principal proponent, Baskerville-Donovan, Inc."

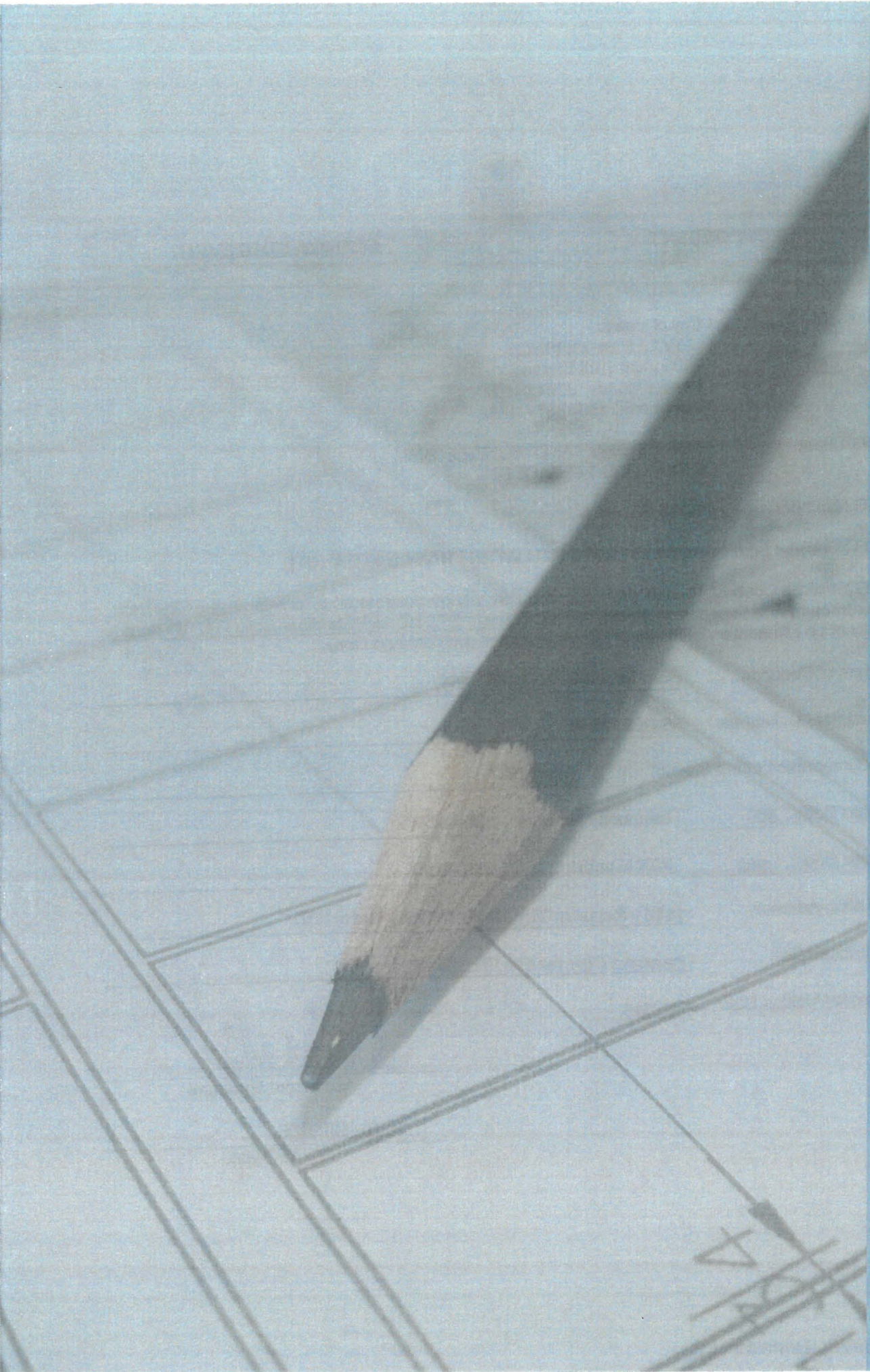
Respectfully submitted,

BASKERVILLE-DONOVAN, INC.



T. Keith Hill, P.E.
Executive Vice President

2. Firm's Proposals



**RESPONDENT****ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Baskerville-Donovan, Inc.

Federal I.D. Number: 59-0857184

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 230-6150

Area Code: 850 FAX Number: 230-6155

Mailing Address: 14101 Panama City Beach Pkwy Suite 110

City/State/Zip: Panama City Beach, FL 32413

Vendor Mailing Date: 8/15/19

Authorized Signature

T. Keith Hill, P.E.

Name Typed



RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

	<u>Check One</u>
Submitted By: _____	Corporation ☒
Name: <u>Baskerville-Donovan, Inc.</u>	Partnership ☐
Address: <u>14101 Panama City Beach Pkwy Suite 110</u>	Individual ☐
City, State, Zip: <u>Panama City Beach, FL 32413</u>	Other ☐
Telephone No.: <u>850-230-6150</u>	
Fax No.: <u>850-230-6155</u>	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Respondent is:
Baskerville-Donovan, Inc.

The address of the principal place of business is:
449 West Main Street Pensacola, FL 32502

2. If Respondent is a corporation, answer the following:

- a. Date of Incorporation: 1972
- b. State of Incorporation: Florida
- c. President's name: Frederick Donovan, Sr.
- d. Vice President's name: T. Keith Hill
- e. Secretary's name: Cindy Zelius
- f. Treasurer's name: Kathleen Koontz
- g. Name and address of Resident Agent: Frederick Donovan, Sr.
449 West Main Street Pensacola, FL 32502

3. If Respondent is an individual or a partnership, answer the following: **N/A**
- a. Date of organization: _____
- b. Name, address and ownership units of all partners:
- _____
- _____
- _____
- c. State whether general or limited partnership: _____
4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**
- _____
- _____
- _____
5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**
- _____
6. How many years has your organization been in business under its present business name?
- 29 years (1990)**
- Under what other former names has your organization operated?
- Baskerville-Donovan Engineers, Inc. (1972)**
- Russell G Patterson and Associates, Inc. (1959)**
- _____
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
- See "Licenses" Attachment**
- _____
- _____
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
- No**
- _____
- _____
- _____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Resumes included in Project Team section.

10. State the name of the individual who will have personal supervision of the work:
T. Keith Hill, P.E., Chief Operating Officer

11. State the name and address of attorney, if any, for the business of the Respondent:
Gary Houston

17 West Cedar Street, Suite 3, Pensacola, FL 32502

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:

Frederick Donovan, Sr. – 49.26% T. Keith Hill – 7.86%

Frederick Donovan, Jr. – 17.10% J. Thomas Williams – 7.86%

David K. Hemphill – 7.86% Jim Waite – 7.86%

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

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

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	Total Work (a +b):	7

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
Hancock (Bob Malloy)	101 W. Garden St., Pensacola, FL 32502	850-444-3231
Trust Mark (Rick Johnson)	19 W. Garden St, Pensacola, FL 32502	850-316-2023
Servis 1st (Rex McKinny)	316 S. Baylen, Suite 100, Pensacola, FL 32502	850-266-9101
Synovus (Alan Nickelsen)	125 W. Romano St., 4th Floor, Pensacola, FL 32502	850-436-4762

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

See "Schedule and Budget" Attachment

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See "Quality Assurance" Attachment

18. What will be your turnaround time for written responses to City inquiries?
Within 1 business day.

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

N/A

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

See "Claims History Summary" Attachment

SCHEDULE AND BUDGET

Meet Schedules

Baskerville-Donovan's goal is to provide the City of Destin with a finished product on time, every time, and on budget. Each member of the BDI design team assembled under this contract will be composed of talented, experienced professionals with a proven background in the delivery of multi-disciplined planning, engineering, and surveying services. These team members, working with the City staff, will build the City's goals into the finished product. This BDI team has been carefully selected to maximize the project quality and effective attainment of the program goals while staying within the established budgets.

Budget Requirements

After the Project Plan is approved by the BDI Regional Manager, the budget/man-hour, and schedule information is inserted into the corporate financial cost accounting and schedule tracking management system (Deltek Vision®). In addition, as Project Manager, Alan will utilize the scheduling and project scheduling software to monitor progress on this project. To maintain accountability, BDI project schedules and resource requirements are updated regularly by Project Managers. Division and Regional Managers discuss on a weekly basis the current workload, schedule requirements, and staff labor to complete projects and meet the client's schedules. Project Progress Reports are sent to each Project Manager bi-weekly. These budget tracking and schedule control methods allow Project Managers to evaluate the status of their project quickly, and make the needed adjustments to meet, or beat our client's schedules and budgets. The networked scheduling and financial software systems allow Division and Regional Managers to monitor progress on projects and insure that each Project Manager is meeting their commitments with no challenges for project team availability.

Ability to Deliver Projects On-Time and Within Budget

Baskerville-Donovan understands the need to complete projects on-time and within budget, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes. There are four (4) key elements to BDI's project process that ensure that the schedule requirements are met on every assignment. These key elements are described below:

1. Develop and communicate a clear understanding of our client's scope, schedule, and budget requirements for each project.
2. A corporate commitment of available project team resources necessary to successfully complete the project and meet the schedule.
3. Active monitoring and control of project schedule and budget.
4. Timely and clear communications.

QUALITY ASSURANCE

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project. They become a fully coordinated team: knowledgeable of how their role is inter-dependent with the roles of all other participants on the project.

BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas – prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all FDOT standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. They are then checked by a peer professional, who is not otherwise involved with the project. His independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the checker to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and for technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified, etc. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process also are properly controlled, then no one can truly assure Quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking accuracy of field measurements, MTS requirements, satisfy scope requirements, etc. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

Sub-Consultant Checking Procedures

The sub-consultants for this project will be required to provide a Quality Control Review of their efforts prior to submittal to BDI for inclusion in submittals. Included with the report documents, the sub-consultants will provide to BDI a formal Quality Assurance Certification indicating that a Quality Control Review has been executed.

Upon receipt of these documents, and the Quality Assurance Certification, BDI's Project Manager will review the documents to ensure that they comply with all applicable technical standards, FDOT program objectives and the project scope. Any deficiencies will be marked and returned to the sub-consultant for review and revision. As with our internal QC procedures, this process will continue (in iterative fashion) until all technical comments and programmatic remarks are resolved. Once all deficiencies are resolved, the final QC documentation will be included in the project Quality Control File.

CLAIMS HISTORY SUMMARY

PROJECT NAME: ECUA Central Water Reclamation Facility – Administration Building

CASE NAME: A.E. NEW JR., INC., Plaintiff/Counter-Claim Defendant/ v. EMERALD COAST UTILITIES AUTHORITY, a Florida Public Utility, Defendant/Counter-Claim Plaintiff/Third Party Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, a Florida Limited Liability Company, and BASKERVILLE-DONOVAN, INC., a Florida Corporation, Third Party Defendants. /BASKERVILLE-DONOVAN, INC., Crossclaim Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, Crossclaim Defendant. /A.E. NEW JR., INC., Third Party Plaintiff, v. AREA GLASS, INC. a Florida Corporation, et al., Third Party Defendant.

CASE NO. 2012-CA-396F

PROJECT DESCRIPTION: During 2012, the Administration Building contractor, AE New, filed a notice of claim alleging numerous issues pertaining to the structural and architectural design and delays of the Administration Building, which was wholly designed by a Subconsultant Architect, Mott-MacDonald and suit against numerous subcontractors alleging subpar work. Baskerville-Donovan, Inc. had no liability and continues to perform work with ECUA.

PROJECT NAME: Escambia County Via De Luna Drive Landscape – Phase 2

CASE NAME: Dung Tien Do v. Levin and Rinke Development, Baskerville-Donovan, Inc., Wallace Sprinkler & Supply, Inc. and Robert Rinke

CASE NO. 2018 CA 001859

PROJECT DESCRIPTION: November 2014, Mr. Do was a pedestrian crossing the Via de Luna Drive from Portofino Island Resort to the beach side. Mr. Do was injured as he was struck by a vehicle while crossing the road. Mr. Do subsequently received a citation from the FHP for leaving a place of safety and entering the path of a vehicle resulting in crash and causing property damage.

The claim asserts that BDI performed landscaping obscured Mr. Do's vision from seeing traffic and likewise obscured traffic and drivers from seeing him. BDI did perform landscaping design along Via de Luna Drive, but nowhere in the vicinity of the accident. A Motion for Summary Judgment for hearing and attempt to obtain judicial resolution of the case has been filed.

PROJECT NAME: Bayside Properties Platt Survey

CASE NAME: Bayside Property Consultants, LLC v. City of Mobile, Mobile Planning Commission, Mobile City Council, Exit Realty, Helen Emmons, Toulminville, LLC, Philip Burton, Joe Burton, Williams Engineering & Construction Co., Baskerville-Donovan, Inc., Joe Reagan, Surety Land Title, Crane Title Co., et al.

CASE NO. 02-CV-2018-902497.00

PROJECT DESCRIPTION: Bayside Property Consultants purchased a 24-lot subdivision in Mobile, AL in June 2007. Two houses were constructed and sold. After which the property was selected for a HUD compliance review and determined to be in non-compliance due to the demolition of an 83 unit apartment complex as part of a HUD Use Agreement.

BDI was contracted to perform a plat survey of the property. Our contract did not include any other services, including due diligence or a title search. There are 4 counts in the claim. BDI is named in Count 1 - as being negligent to exercise their authority with due diligence to the prospective buyer and Count 3 – asserting fraudulent representation that the property was a legally approved subdivision.

24 April 2019 - The Court dismissed the plaintiffs' claim with prejudice.

23 May 2019 – Bayside Properties (Plaintiff) filed a Motion for Reconsideration

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

N/A

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

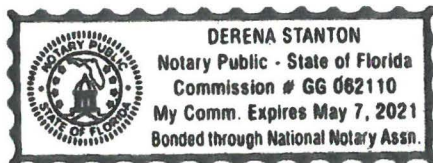
The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed)

(Title) **Executive Vice President/COO**

Subscribed and sworn to before me

This 15 day of August, 2019



Notary Public (Signature)

My Commission Expires:

May 7, 2021

FIRM'S PROPOSALS

The Baskerville-Donovan, Inc. (BDI) Team is pleased to submit our qualifications to the City of Destin for the Engineering and Professional Consulting Services RFQ. BDI is a 92 year old multi-discipline firm that specializes in local government services. Our organization is widely recognized throughout the panhandle for working in a corporate and collaborative manner with our clients to provide quality engineering services.

Baskerville-Donovan's business is primarily based to provide the best engineering services available to municipal clients throughout the South. We understand that for a municipal project to succeed it must work technically, financially, and socially. The City of Destin staff and elected officials are very close to the constituents and every project budget and schedule is important.

We are right there with you. Our team will be by your side the whole way, and, we understand the need to complete projects on time, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes.

Maintaining an engineering business in the Panhandle for over 92 years that serves primarily municipal clients requires more than just great engineers. It requires creative thinkers, a highly technically trained staff, and employees that understand the challenges that the City staff faces every day. We know that everything is under the watchful eyes, and our experience in making your projects successful will prove invaluable and will allow you the ability to focus on your day to day activities and resolving project related issues.

The BDI Team is always ready to assist the City, even on a moment's notice. We have the experience, the local knowledge, and the qualifications to provide unparalleled service to the City of Destin.

Management Team

The key to BDI's success is our people. Our firm commitment is to staff your project with highly credentialed, experienced professionals who lead and perform all daily assignments. This approach ensures that all of the critical decisions and work for each City project is actually executed and checked by our best and most seasoned professionals.

First and foremost, we are very proud to offer Alan Hart, P.E. as BDI's dedicated Project Manager for all services under this RFQ. As we have outlined in detail herein, BDI believes that limiting client points-of-contact provides for efficient and cost effective projects, and streamlined project communications. Alan is long-time Florida panhandle resident and is in a very favorable position to dedicate his talents and energy to providing the very best services to the City.

Keith Hill, P.E. will directly support and assist Alan as the BDI Client Services Manager (CSM). As CSM and Chief Operating Officer for BDI operations, Keith is personally dedicated to ensuring that Alan is fully supported by our firm and sub-consultants – as required to guarantee project success. Keith is personally committed to ensuring the success of these important projects. Our full contact information is as follows:

Alan Hart, P.E.
Project Manager
Baskerville-Donovan, Inc
14101 Panama City Beach Parkway Suite 110
Panama City, FL 32413
Phone: (850) 230-6150
Fax: (850) 230-6155
Cell: (850) 712-3956
ahart@baskervilledonovan.com

T. Keith Hill, P.E.
Principal-in-Charge, COO
Baskerville-Donovan, Inc
449 W. Main Street
Pensacola, FL. 32502
Phone: (850) 438-9661
Fax: (850) 433-6761
Cell: (850) 324-4926
khill@baskervilledonovan.com

Local Commitment

As mentioned above, we have been working on local projects in the Destin area for a decade. Over this period, we have developed a highly effective professional working relationship; our record of professional success is reflected in our projects and client references. In fact, we take great pride in our work in the area.

Our commitment to the City is also reflected in the team we have assembled for work under this RFQ. A careful review of the attached materials will show that BDI has identified a highly experienced team of professionals; each is fully committed to the success of the City's projects and programs. Each of our senior technical staff and sub-consultants has been carefully selected to provide you with the very best professional team available.

Project Team

Each of these individuals is selected for their demonstrated professionalism and consistent record of success. In every case, Keith Hill has personally worked with the same Key BDI Team Members identified on recent municipal infrastructure projects.

To meet the City's schedules for the completion of design, permitting and bidding, some critical tasks may need to be performed simultaneously. As a result, BDI will assign internal project teams and sub-consultants – all led by senior professionals – to ensure these tasks are completed on time with high quality work. The assignment of our top professional staff to each team ensures that the communications and information flow will be effective and efficient. The lead team members are all experienced professionals and have worked together on previous projects. These key staffers are supplemented by highly qualified sub-consultants to ensure all tasks meet our project schedule.

The following services will be provided by BDI staff:

- Landscape Architect
- Civil Engineering
- Computer Consulting (Cabling, RCDD, etc.)
- Structural Engineering
- Athletic Field/Facility Design
- Transportation/Traffic
- Mapping/GIS
- Planning Services
- Construction Management

SERVICES TO BE PROVIDED BY SUBCONSULTANTS

SUB-CONSULTANT	DISCIPLINE	OFFICE FOR SERVICES
Olsen Associates, Inc.	Coastal Engineering	Jacksonville
Southern Earth Sciences, Inc.	Geotechnical Engineering	Destin
Geosyntec Consultants	Environmental/ Hydrogeological/ Hazardous & Solid Waste	Destin
Sam Marshall Architects	Architecture	Pensacola
Schmidt Consulting Group, Inc.	HVAC/ Mechanical Engineering	Pensacola

Past Performance

As a leader in the field of civil engineering in Florida, BDI has provided various engineering services to more than 100 municipalities throughout the state. We understand that engineering challenges – while critical – are only a part of the challenges that many municipalities face in Florida today. The successful development of infrastructure requires a comprehensive understanding and approach to meet all of the challenges – engineering, regulatory, public, and financial aspects – of each unique project. By working closely with our clients, BDI has developed cost-effective solutions that meet their specific needs. BDI will do the same for Destin, and we can provide funding assistance to City staff in an effort to minimize the economic impact of project development for the tax and rate payers in Destin.

Location

Over the years, part of our success can be attributed to our corporate commitment to local service. As such, our staffing plan features sub-consultants that work closely with our staff assigned to the BDI Panama City Beach and Pensacola offices.

Since the mid-1970's, BDI has maintained a Destin office, however; in response to client needs we have recently consolidated our Panama City and Destin offices in a new location near the west end of Panama City Beach. This move was accomplished to provide better service to the Okaloosa/Walton/Bay County service area. However, BDI continues to maintain a permanent mailing address and the required professional licenses in Destin. Because a number of our staff are residents of Destin and the surrounding area, this arrangement helps our firm support our local staff and clients.

Summary

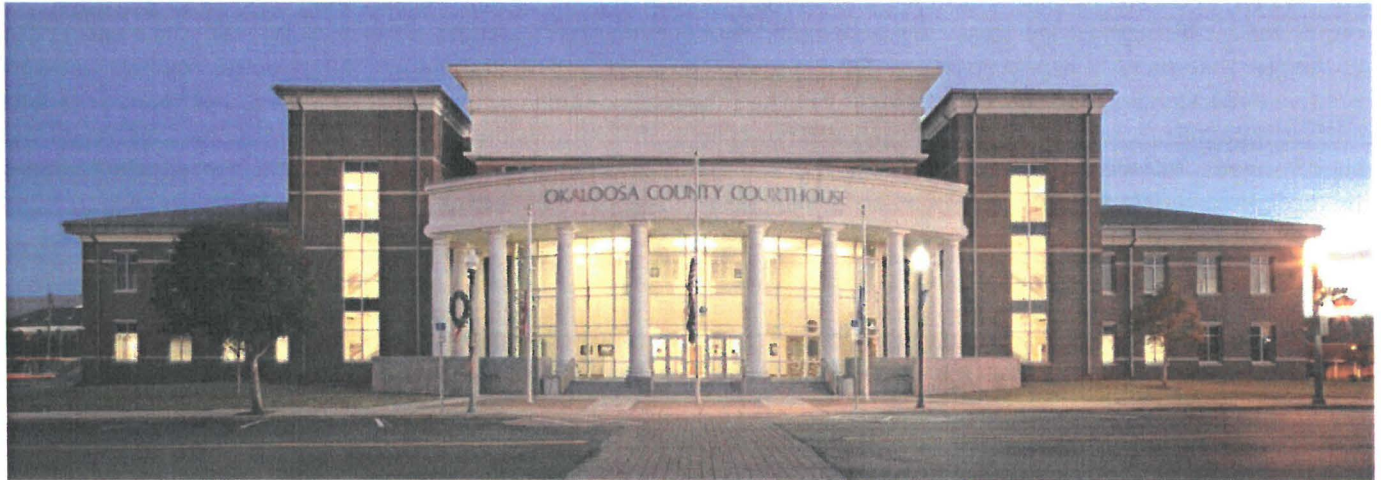
Our BDI Team commitment to the City of Destin involves the following:

- Expertly planned projects and a willingness to exceed project schedule and budget expectations.
- The assignment of engineers and designers with excellent experience and technical capability.
- Strict control and tracking of the project schedule, budget, and assigned staff.
- A team-centered flexibility to quickly adapt to the full range of City needs.
- Clear, consistent and seamless communications with the City and regulatory authorities.
- Our collective commitment to the successful development of projects in the City of Destin.
- Assignment of a locally available team consisting of numerous Destin residents and businesses.
- Our formidable track record of developing critical project funding.

We believe that the attached information will clearly demonstrate that the BDI Team is uniquely qualified to serve the City of Destin. We have made every effort to assemble a locally-based team that is well-positioned to provide the highest level of service to the City. Our team believes the following are the top reasons to select the BDI Team:

1. The BDI Team has the highest level of commitment to the City of Destin. The City's priorities and success on projects are of the utmost importance to BDI. BDI is founded on serving Northwest Florida's communities and prides ourselves in serving our fellow citizens.
2. The BDI Team commits to the City of Destin our highest-quality Design, Permitting, and Construction Service expertise. BDI has completed numerous projects in Destin and surrounding areas, and we have made every effort to ensure that those same individuals who have been involved in area projects in the past - have been committed to services under this contract.
3. The BDI Team is prepared to meet and exceed all City project schedules and budget requirements. By incorporating innovative design technologies, the BDI Team will beat the City budget.
4. The BDI Team has a strong commitment to the City of Destin and its economic growth. As prime consultant, BDI leads this group with a corporate history of providing consulting services in the panhandle since 1927.

ARCHITECTURE



For many project assignments requiring architectural services, BDI has teamed with a reputable local architecture firm, Sam Marshall Architects (SMA). Located in Pensacola, SMA has been providing architectural services in the Florida Panhandle since 1962. Over the years, SMA has developed a solid reputation for providing comprehensive architectural and planning services for a wide variety of projects. The firm maintains an ongoing relationship with local engineering firms and sub-consultants, including the local engineering staff at BDI.

Capabilities

SMA is a group of design oriented professionals organized to provide complete architectural and planning services for a wide variety of projects. Founded in 1962, the firm enjoys an outstanding reputation for design excellence, completion of on budget projects and an ability to affect smooth working relationships with owners and builders. This success stems from an ability to coordinate the diverse efforts of many professionals to produce architecture, which is both sensitive to the environment and to the client's wishes and budget.

SMA offers a strong local presence of service-oriented architects with experience in municipal project design. SMA prides themselves on paying close attention to our client's needs and their projects. Our clients like that attention, as demonstrated by the extensive number of repeat clients we have worked with in the past.

SMA has an unblemished track record of budget and program compliance, achieved by constant updating of cost factors beginning with the program information and continuing through the entire design and documentation process.

Some of the SMA's local projects (past and present) have included:

- Santa Rosa County Federal Credit Union
- Okaloosa County Courthouse
- Mattie Kelly Art Center
- Observatory
- Learning Resource Center
- Marine Fisheries Hatchery
- Pensacola Beach Public Safety Building

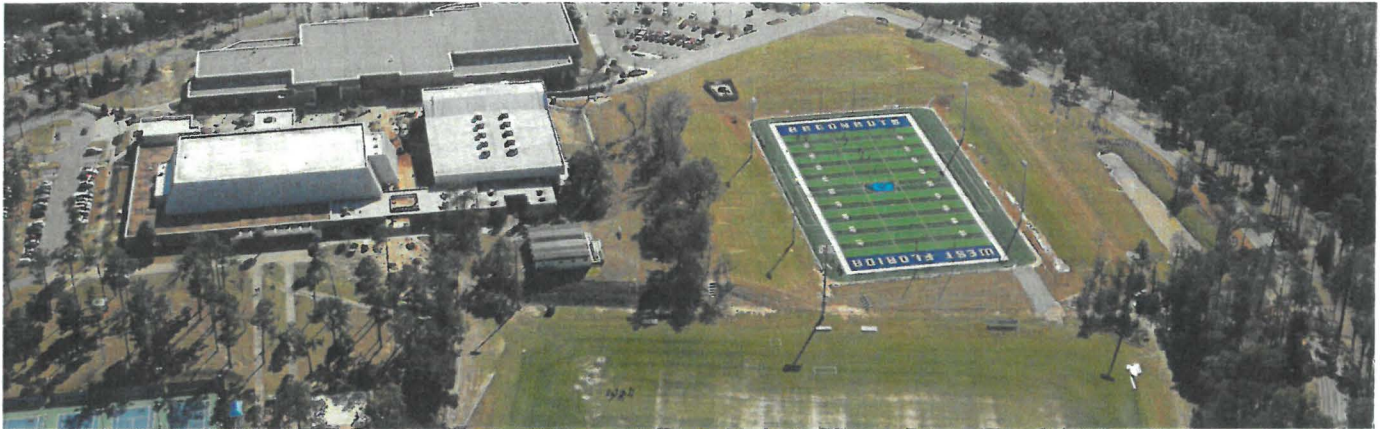
Architectural Staffing

In teaming with SMA, the BDI team has selected a group of highly qualified professionals for all architectural work under this contract. Individual professional resumes for key staff have been included in Section 3. Mike Marshall, AIA will provide the senior technical leadership for all architectural related assignments. In addition, the SMA/BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel. For building projects, the team will also include the various engineering professionals for structural, mechanical, electrical, etc., included herein.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E.. For each project assignment that includes an architectural element, Alan will be assisted by Mike Marshall. Mike and any required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely; and that all buildings are properly programmed for the intended use. Mike will also assist Alan in coordinating with the engineering disciplines associated with each building; including electrical, civil, structural, mechanical, geotechnical and HVAC components. For assignments involving buildings, Sam Marshall Architects will provide construction administration services for all vertical project components.

LANDSCAPE ARCHITECTURE & PLANNING



Landscape Architecture and Planning services will be provided by Baskerville-Donovan, Inc. (BDI). BDI has been providing professional landscape architecture and planning services around the Panhandle since the 1970's. In fact, BDI has been involved in planning and providing landscape architecture services for many of the large private and municipal developments - and Development of Regional Impact (DRI) Studies around the Gulf Coast region. Services offered by our landscape architects include site planning, preparation of planting plans, irrigation plans, site design plans, master plans, and the associated permitting.

Capability

Planning is a broad term describing a wide range of activities; from master site planning in association with our in-house landscape architecture group; to a regional effort involving community-wide planning and zoning, as well as the preparation of land development codes. Over the years, BDI has provided the full range of planning services for both our private and public sector clients.

Representative planning activities include:

- Campus Master Plans
- Land Use Planning for Communities and Developments
- Unified Land Development Regulation Codes
- Marine and Waterfront Development Planning
- Urban Design
- Environmental Impact Studies
- Fiscal Impact Studies/Impact Fee Analysis
- Transportation and Corridor Studies
- Industrial Development Planning
- Coastal Management Planning & Permitting
- Public Participation Consensus Development
- Development of Regional Impact (DRI) Studies
- Permitting
- Recreational Facilities Design

Experience

Some of the projects that have included landscape architecture and planning services are listed:

- Destin Sports Complex
- UWF Football Complex
- Community Maritime Park (Pensacola Blue Wahoos)
- Sandestin & Seascape Resorts
- The Fisheries Hatchery
- Turkey Creek Park
- Pensacola Beach Pedestrian & Bike Path
- The Bluffs

Staffing

The BDI team has selected a group of highly qualified professionals for all landscape architecture and planning services under this contract. David Hemphill, ASLA, will provide the senior technical leadership for all landscape architecture and planning related assignments. The attached table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each landscape architecture and/or planning assignment, Alan will be directly assisted by David Hemphill, ASLA. When required, David and any required members of his team will meet regularly with the City and their designated project team for planning and analysis coordination. All of the results of planning and design efforts will be communicated to the City's professional staff on a regular basis.

CIVIL ENGINEERING

The BDI team has been providing civil engineering services in the Destin area and Okaloosa County since 1927. Our engineers, technicians and project management staff are some of the most qualified professionals in the region. Our long, specialized history of providing civil engineering services along the Gulf Coast uniquely qualifies our team for these services under this RFQ. We understand the design and construction environment, and are very familiar with local codes, permitting requirements and the NWFL regulatory environment.

Civil Capabilities

BDI maintains one of the most technically proficient heavy-civil design groups in the southeast. Our engineers have designed award-winning airfields, ports, industrial facilities, sports complexes, parks, golf courses, municipal piers, parking facilities, multi-modal developments, master plans, large private developments – and a wide range of other civil works projects. Our civil engineers are very competent and experienced in the design, permitting and construction management for local government civil projects.

Stormwater Management

A major part of almost every civil engineering project is drainage and stormwater management. The BDI team has designed hundreds of stormwater drainage projects for local governments across the panhandle. Our experience includes design of underground piping systems, ditches, stormwater retention and detention ponds, stormwater pumping stations, lakes, overflow structures, outfalls, channels, canals, dams, bridges and, culverts, as well as basin modeling. Our project experience in this area has included drainage designs and studies for cities and counties, subdivisions, roads, bridges, and industrial parks. Our engineers were the first in the panhandle to use Interconnected Channel & Pond Routing model software version 4 (ICPR4). The BDI team is committed to providing environmentally friendly, technically coordinated and permittable stormwater solutions. A critical path consideration for many of the projects under this RFQ will likely involve routine stormwater treatment and attenuation. When required, the BDI team will attend pre-application meetings with the NFWMD to investigate the drainage and permitting requirements prior to commencement of design. Our initial meeting will focus on presenting the proposed improvement concept to the District as required to determine specific permitting requirements. Subsequent meetings will be executed as required to ensure that the City is provided with a technically sound and permittable set of construction documents.



Experience

We have worked closely with communities throughout the region to assist them in making our area of Florida what it is today. One of the best places to live. Some of the projects that have included civil engineering services include:

- Holley by the Sea Drainage Study
- Destin Sports Complex
- Pensacola Beach Roadway Improvements
- Pensacola Beach Fishing Pier
- Dan Russell Pier
- Wallace Road Sidewalks
- Community Maritime Park
- Turkey Creek Park

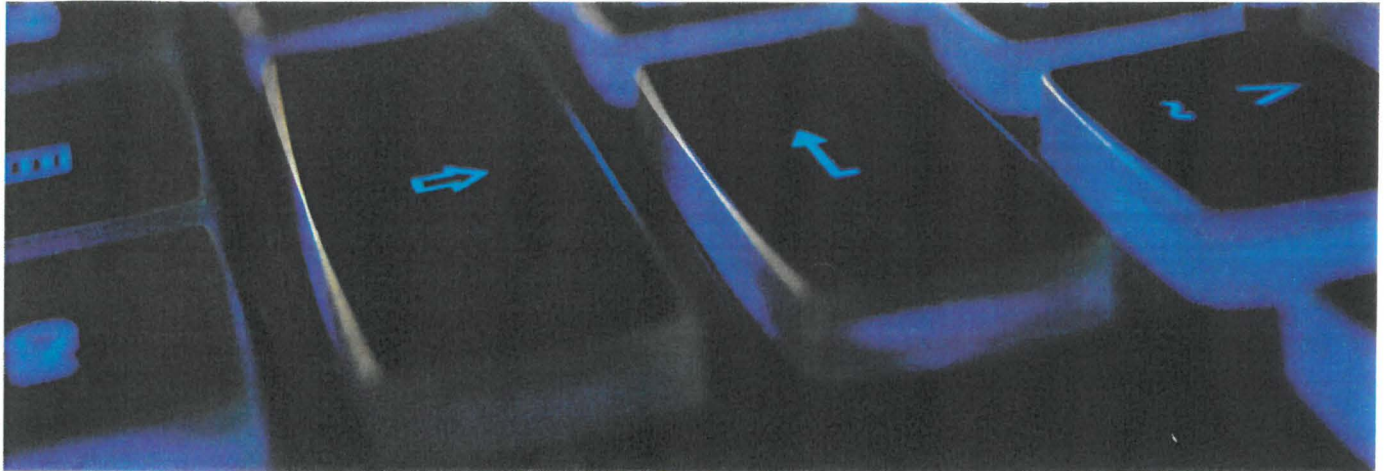
Civil Staffing

The BDI team has selected a group of highly qualified professionals for all civil engineering work under this contract. Patrick Burke, P.E. will provide the senior technical leadership for all civil engineering related assignments. The following table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E.. For each civil engineering project assignment, Alan will be assisted by Mike Langston, P.E.. When required, Mike and any required members of his team will meet regularly with the City and their designated project team. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

COMPUTER CONSULTING



Since our internal technology group was founded in the mid-1990's, BDI has been providing computer consulting services for many of our local government clients. Our technicians and project management staff are very adept at providing specialized computer consulting services, as required, to meet almost any client needs. Because we intimately understand the local government consulting environment, our computer specialists are very familiar with the specific needs and requirements of public officials along the Gulf Coast.

Capabilities

BDI maintains a full staff of credentialed and technically proficient computer consulting professionals. In addition to the daily maintenance of our own corporate internal technology needs, our technology specialists are very adept at assisting our clients in developing their own computer and networking solutions. Some of the services provided by BDI computer technology staff include:

- Network security audits
- Design and installation of turn-key systems
- Network design and configuration
- Network training for hardware and software applications
- Office phone systems & cabling
- Web development
- Software programming
- Installation and support of LAN\WAN and WLAN connectivity
- Wireless connectivity
- VPN and firewall configurations

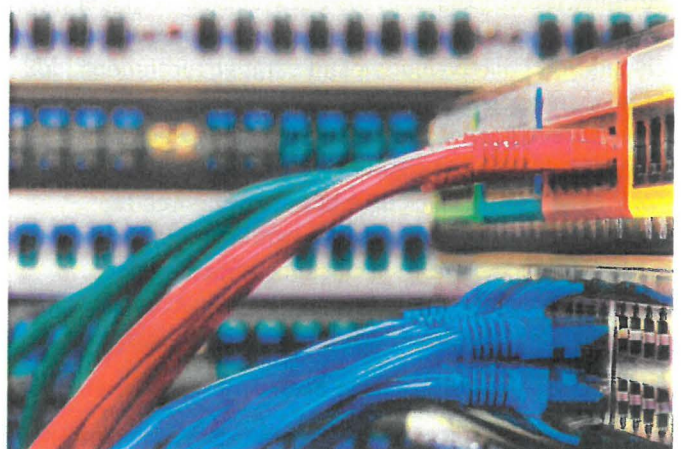
The BDI technical lead for any computer consulting assignment under this contract will be Scott St. Hiller. Scott has over 20 years' experience providing network and systems integration and implementation, and is VAC, VCCP, MSCE, MCNE, CCA and CCSP certified. Scott has also provided technical assistance with regard to network and systems design and management.

Staffing

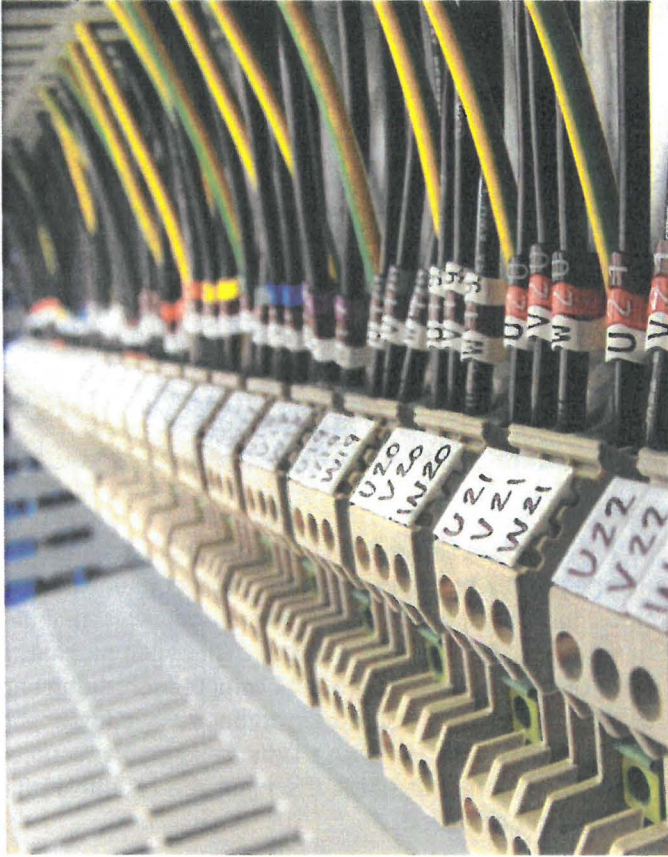
The BDI team has selected a group of highly qualified professionals for all computer consulting work under this contract. Individual professional resumes for key staff have been included in Section 3. Scott St. Hiller will provide the senior technical leadership for all computer consulting and systems technology related assignments. In addition, the BDI team will utilize in-house technical support resources including additional technicians, engineers, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each computer consulting project assignment, Alan will be assisted by our technology specialist, Scott St. Hiller. When required, Alan, Scott and any required members of the BDI technology team will meet regularly with the City and their designated project team. All of the results of planning, design and installation efforts will be communicated to City professional staff on a regular basis.



ELECTRICAL ENGINEERING



For this contract, BDI has teamed with local engineering firm, HG Engineering (HG), located in Fort Walton Beach, FL. HG provides electrical engineering services for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities and school districts.

Capabilities

HG Engineering is an electrical, energy and telecommunications design engineering company located in Fort Walton Beach, Florida. The firm has provided engineering services to private citizens, as well as Federal, State, and Local Governments since 1969. HG provides electrical engineering for buildings or sites of all types for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities, school districts, private developers and architects. Facility electrical design includes interior and exterior power distribution and control. Their services include, but are not limited to:

- Detailed interior and exterior lighting modeling, simulation, analysis, specification, and control
- Advanced metering, utility monitoring and control systems
- Utility primary power distribution either overhead or underground

- Power distribution system modeling and coordination studies – medium and low voltage
- Emergency generation systems and energy security stand-by systems
- Telecommunications systems: data, voice or CCTV
- Outside plant telecommunications (wired or wireless)
- Coordinating Information Assurance to provide connectivity across government networks
- Airfield navigational aids
- Lightning protection systems

Experience

With decades of experience in the local government consulting environment, we are accustomed to working within the team environment. Some of the recent projects completed by our electrical engineering group include:

Okaloosa County Administrative Building
Ft. Walton Beach Housing Authority
City of Ft. Walton Beach Fire & Police Station
Destin Water Users Arc Flash
Okaloosa County Courthouse
Washington County Courthouse

Electrical Staffing

The BDI team has selected a group of highly qualified professionals for all electrical engineering work under this contract. Christopher Garick, P.E. will provide the senior technical leadership for all electrical engineering related assignments. Below is the key personnel associated with the production of electrical products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each electrical engineering project assignment, Alan will be assisted by Christopher Garick, P.E. When required, Christopher and any required members of his team will meet regularly with the City and their designated project team, obtain available data, conduct field investigations, design coordination, and design analysis. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

ENVIRONMENTAL ENGINEERING



For all environmental project assignments under this RFQ, BDI has teamed with Geosyntec Consultants. Geosyntec is internationally known for their technical leadership, broad experience, and exceptional client service in the following areas: Hydrogeological, Water and Natural Resources Assessment, Contaminated Site Assessment and Cleanup, Environmental Planning and Management, Management and Restoration, Waste Management Planning, Engineering, and Design.

Through the NCHRP, Geosyntec has led or helped produce reports on highway runoff research needs, stormwater best management practice (BMP) selection and design, runoff volume reduction and infiltration guidance, construction stormwater management, bridge deck runoff quality control, National Pollutant Discharge Elimination System (NPDES) permitting, Total Maximum Daily Load (TMDL) compliance, managing deicing and anti-icing runoff, and watershed-based approaches to achieving Clean Water Act (CWA) goals.

Experience

A representative sample of our project experience for environmental engineering services:

- FDEP Environmental Sampling
- Mahogany Mill Boat Ramp
- FDEP Coyote Navarre Closure Design/Bid
- FDEP Coyote Site Closure Evaluations
- Groundwater and Hydrogeologic Services

Hydrogeological Staffing

The BDI team has selected a group of highly qualified professionals for all hydrogeological environmental engineering work. Under this contract Crystal Townes, P.G. will provide the senior technical leadership for all hydrogeological engineering related assignments. In addition, Geosyntec/BDI Team will utilize in-house technical support resources including professional engineers, CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hydrogeological environmental engineering project assignment, Alan will be assisted by Crystal Townes, P.G. When required, Katie and any required members of her team will meet regularly with the City and their designated project team, as required to ensure the technical integrity of BDI deliverables.

GEOTECHNICAL ENGINEERING



For all geotechnical and soils engineering project assignments under this RFQ, BDI has teamed with a recognized leader in the geotechnical profession, Southern Earth Sciences, Inc. (SES). All services performed by SES will be accomplished from the firm's local office in Destin. SES was founded in Panama City in 1983; over the past 26 years, the company has completed over 25,000 geotechnical and environmental projects. SES specializes in geotechnical and construction materials testing, environmental site assessments, contamination assessments, asbestos and lead-based paint consulting, and landfill/ wastewater disposal sites. SES has a long history of working with the BDI team throughout the Florida panhandle; engineers at BDI and SES have completed the full range of project types together – the team is intimately familiar with the local conditions, construction techniques, construction capabilities and the local construction materials market.

SES Capabilities

SES laboratories are inspected and certified yearly by the Construction Materials Engineering Council and participate in proficiency testing programs sponsored by CMEC. In December, 2006, their laboratory was inspected by the Corps of Engineers and received Corp validation with no deficiencies. Their firm is pre-qualified by FDOT for Group 9 services (all except 9.5). Engineering technicians are certified by the American Concrete Institute (ACI), the Construction Training Qualification Program (CTQP), and the Florida Department of Transportation (FDOT) for various services.

Professional and trade organization memberships include the American Council of Independent Testing Laboratories (ACIL); the American Society of Civil Engineers (ASCE); the American Concrete Institute (ACI); the National Water Well Association (NWWA); and the American Society of Testing and Materials (ASTM).

Experience

Many of the projects presented were accomplished with soils investigations and/or other services provided by SES engineers. In fact, BDI engineers from Tallahassee, Florida to Mobile, Alabama regularly work with SES on the full range of civil, environmental and transportation projects. In and around the Destin area, SES has provided geotechnical engineering services for a number of projects, including:

- Harbor Blvd Development
- Vintage Destin Apartments
- Siebert Avenue Subdivision
- SR 30 (US98) Widening
- Southern Cross Plantation
- Destin Bridge
- Destin Yacht Club
- Fisherman's Wharf
- Commons Drive Extension
- Henderson Beach

SES-BDI Staffing

As indicated above, BDI and SES have been working as a team on projects around the Florida Panhandle for over two decades. Our staff members are very familiar with one another and have developed very effective professional relationships. In teaming with SES, the BDI team brings this well-integrated working relationship to the City of Destin. Logan Fowler, P.E. will provide the senior technical leadership for all soils testing and geotechnical engineering related assignments. In addition, the SES/BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. Because virtually every project likely to be issued under this contract will require some measure of sub-surface investigation, Alan and the other senior technical staff will be working closely with Logan Varner, P.E. on a regular basis. As the SES technical lead, Logan will be available to meet with the appropriate project team members or City staff, as required.

HAZARDOUS WASTE



BDI has teamed with Geosyntec Consultants to handle all Hazardous Waste needs for this RFQ. Geosyntec is a recognized leader in waste containment facility permitting and design. From concept to implementation, they assist clients in achieving efficient, safe, and secure containment of their regulated wastes that require land disposal. Geosyntec professionals assist clients in increasing commercial viability, achieving and maintaining compliance, and ensuring that short- and long-term needs are met for new and existing sites and projects. They are experienced in the permitting, design, and construction of expansions and closures of:

- Municipal solid waste (MSW) landfills
- Hazardous waste landfills
- Coal combustion residual landfills
- Construction and demolition waste landfills
- Radiological and mixed waste landfills
- Tailings impoundments
- Mine waste rock piles and dumps

Geosyntec's waste containment practice specializes in addressing the most complex and challenging projects through our innovative technologies and designs. Practitioners assist clients with permitting greenfield sites and existing site expansions, maximizing disposal capacity, and solving complex site challenges. Practitioners also provide investigation, design, permitting, and construction oversight for on-site disposal facilities for cost-effective, safe on-site disposal of soils, sludges, and miscellaneous debris

with a broad range of contaminants, including mercury, PCBs, and volatile and semi-volatile organic compounds.

The applied research of Geosyntec's practitioners has defined the state of the practice for more than 30 years. Through our close relationships and collaborative efforts with both government entities and academic institutions, Geosyntec is often first-to-field with emerging technologies and practices, and many of the waste containment design and methodologies they pioneered in the 1980s are now today's standards in the field. From developing guidance documents and guidelines for the U.S. Environmental Protection Agency (EPA), Environmental Research and Education Foundation (EREF), and the Interstate Technology & Regulatory Council (ITRC.)

Staffing

The BDI team has selected a group of highly qualified professionals for all Hazardous Waste engineering work under this contract. Joseph Applegate, PG, will provide the senior technical leadership for all Hazardous Waste related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Joseph. When required, Joseph and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.



HVAC/MECHANICAL

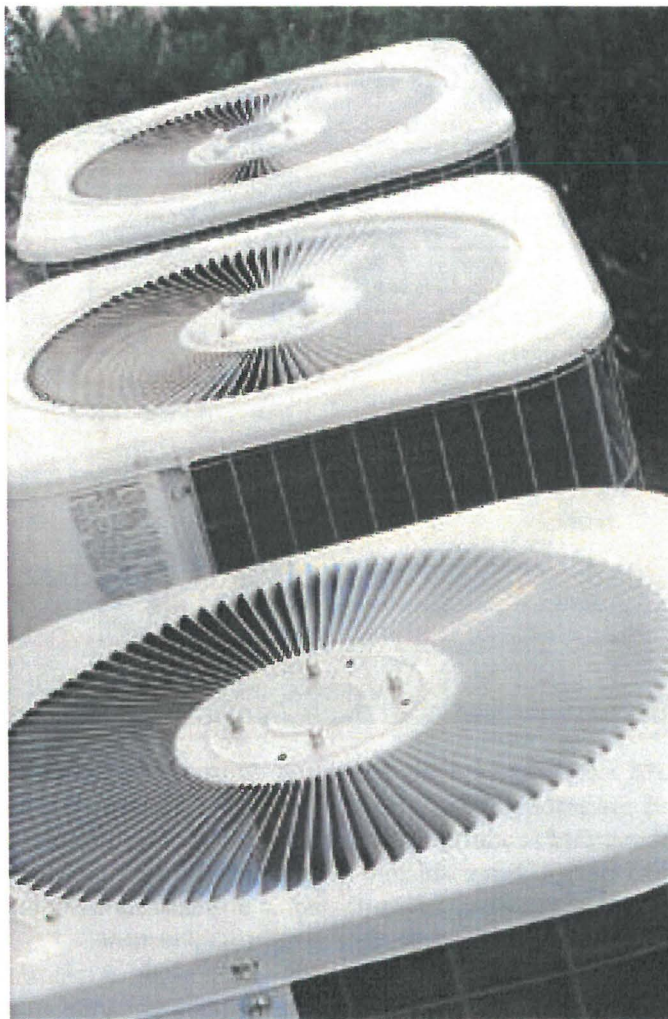
For all HVAC and mechanical project assignments under this RFQ, BDI has teamed with a reputable Pensacola engineering firm, Schmidt Consulting Group, Inc. Schmidt Consulting Group, Inc. (SCG), a small business established in Pensacola, FL in 1987, provides mechanical, electrical, plumbing, structural, communications, LEED, energy management, and commissioning services. SCG's full range of services includes planning, design, construction documents, construction administration, bid documents, contract administration, special structural inspections, and commissioning for new facilities, additions and renovations. The firm's reputation for quality, responsiveness and timeliness has been demonstrated through successful projects for many private, federal, state and local entities. Each discipline is led by a professional with over 20 years of experience. SCG staff includes Professional Engineers, Certified Commissioning Agents, LEED Accredited Professionals, Energy Managers and experienced Project Managers. The firm's long history of working in the Gulf Coast region has developed strong relationships with a variety of architectural, engineering and specialty design firms. We have a thorough understanding of the requirements and are highly qualified to evaluate existing facilities and develop recommendations for renovations and new state-of-the-art buildings.

A representative sample of SCG's project experience for Mechanical and HVAC engineering services:

- City of Gulfport Charles Walker Community Center – Gulfport, MS
- City of Pensacola City Hall – Pensacola, FL
- City of Pensacola Southwest Branch Library – Pensacola, FL
- City of Pensacola Housing Office – Pensacola, FL
- Escambia County One Stop Facility – Pensacola, FL
- Escambia County Brosnahan Sportsplex and Stadium – Pensacola, FL
- Million Air Fixed Base of Operations, Gulfport/Biloxi International Airport – Gulfport, MS
- Pensacola Regional Airport Explosion Detection System – Pensacola, FL
- Pensacola Regional Airport Innisfree Jet Center – Pensacola, FL

Staffing

In teaming with Schmidt Consulting Group, Inc., the BDI team has selected a group of highly qualified professionals for all HVAC and mechanical engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Gene Schmidt, P.E., CxA, CPD, LEED AP BD+C will provide the senior technical leadership for all HVAC and mechanical engineering assignments. Gene is a LEED accredited professional, with over 39 years



of experience as a mechanical engineer, primarily in HVAC, fire protection and plumbing design.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each HVAC and mechanical engineering project assignment, Alan will be assisted by Gene Schmidt. When required, Gene and any required Schmidt Consulting Group team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

HYDROGEOLOGIC SERVICES

For all hydrogeologic and environmental service assignments, BDI has teamed with Geosyntec Consultants. Founded in 1983, Geosyntec is a consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, and natural resources. Their expertise in efficient site characterization, including sites that exhibit complex groundwater flow regimes, has distinguished our firm and practitioners as leaders in the assessment and remediation of groundwater. Their practitioners are highly skilled in addressing a broad suite of contaminants, including metals, chlorinated organic chemicals, petroleum hydrocarbons, and emerging contaminants, and utilize award-winning, technology-based remediation strategies that are often first to field. Many of our hydrogeologists specialize in modeling the fate and transport of contaminants through the most difficult types of media, including fractured and karst bedrock.

They work closely with clients to fully understand their specific challenges and assist them in successfully navigating the complex regulatory environments that projects may encounter. Geosyntec's engineers and scientists guide them through every step and develop precise characterization and diagnostic tools that improve their ability to achieve site-specific remedial action objectives within a reasonable time frame utilizing cost-effective solutions.

Once a site has been characterized, team members are adept at applying ex situ and in situ remedial technologies, long-term monitoring, and other site management strategies. While they are highly experienced in conventional approaches and technologies, they are practice leaders in the application of state-of-the-art in situ remedial technologies, including:

- Bioremediation and bio augmentation
- Chemical oxidation
- Chemical reduction
- Thermal remediation

They specialize in the assessment and remediation of sites where sediments have been impacted by a wide range of contaminants including metals, crude oil and refined petroleum compounds, polynuclear aromatic hydrocarbons, pesticides, and PCBs. Their conservation, remediation, and restoration experience includes sites ranging from small, intermittent flow streams to large man-made and natural lakes, as well as complex rivers, estuaries, and harbor systems. Geosyntec's multidisciplinary approach brings together nationally recognized in-house specialists in engineering, ecology and biological sciences, risk assessment and applied toxicology, and earth sciences to



address the complex issues associated with contaminated sediment management.

To fully comprehend and address complex sediment challenges, their practitioners employ adaptable treatability studies that provide essential data for sediment management projects to assist our clients and so Geosyntec design engineers better understand the physical, chemical, and biological processes that can help mitigate potential risks. These studies are critical for understanding and demonstrating attenuation processes that can occur in sediment if natural conditions are maintained, cap material is placed on top of sediment, or enhancements are added to the sediment or cap material.

Staffing

In teaming with Geosyntec Consultants, the BDI team has selected a group of highly qualified professionals for all hydrogeologic work under this contract. Individual professional resumes for key staff have been included in Section 3. Crystal Towns, PG will provide the senior technical leadership for all hydrogeologic and sciences-related assignments. In addition, the Geosyntec/BDI Team will utilize in-house technical support resources including CAD technicians, scientists, field personnel, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring hydrogeological services, Alan will be assisted by Crystal Towns, PG. Required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

SOLID WASTE



BDI has teamed with Geosyntec Consultants to handle all Solid Waste needs for this RFQ. Geosyntec engineers and scientists offer decades of experience in the design, construction, and long-term maintenance of waste containment and processing facilities, including central operations where commingled or source-separated recyclables are processed mechanically, or manually to meet market specifications for sale.

Geosyntec consults with solid waste planners and engineers as they establish technical specifications, conduct material analysis, and seek to improve manual and mechanical materials separation and recovery approaches at their recycling facilities handling thousands of tons of waste each day throughout the world.

Geosyntec engineers provide advanced designs for new and established facilities, as well as technical services for waste characterization, mass balance, and technology selection, including recommendations for fixed and rolling equipment to enhance operations. They also analyze human factors related to waste recovery and separating and consult on best management practices for raw material and product storage.

In just one example, Geosyntec aided the Solid Waste Authority of Palm Beach County, Florida in the innovative installation of a disc screen system for commercial fiber. County officials sought to increase the overall efficiency of their existing recycling facility and, if possible, to mechanize the operation while increasing the quality of the finished product, thereby improving its marketability and revenue potential.

Geosyntec met or exceeded each of these goals. Efficiency increased from approximately nine tons of product recovered each hour to an average rate of about 17 tons per hour, ramping up to as much as 20 tons per hour when needed. The amount of manual labor used in the processing operation was also substantially reduced, and the overall quality and marketability of the finished products were improved using a combination of a pre-sort station, the disc screen, and an improved ability to perform quality control inspections.

Staffing

The BDI team has selected a group of highly qualified professionals for all hazardous/solid waste engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Kwasi Badu-Tweneboah, Ph.D, P.E., will provide the senior technical leadership for all solid waste engineering related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Dr. Kwasi. When required, Dr. Kwasi and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

STRUCTURAL ENGINEERING



For vertical construction and general horizontal project assignments requiring structural engineering services under this RFQ, Baskerville-Donovan (BDI) can provide all structural engineering as required under this contract. The BDI structural engineering staff is experienced in foundations, slabs, bridges, steel building frames, reinforced concrete building frames, piling, marine structures, pier structures, retaining walls and culverts. BDI has maintained a structural engineering group since 1997.

Experience

BDI structural group has provided designs for apartment buildings, public facilities, hospitals, schools, churches, bridges, banks, piers, retaining walls, breakwaters, boat ramps, bulkheads, vehicle ramps, parking garages, wastewater treatment plants, cinemas, U.S. Post Offices, air traffic control towers and a US Embassy.

Staffing

As indicated above, BDI engineers have been working on projects around the Florida Panhandle for decades. In recent years, our staff has been involved in plant designs for wastewater treatment facility upgrades at Destin Water Users. Our staff members have developed very effective professional relationships. The BDI team brings this well-integrated working relationship to the City of Destin. As indicated in the team organization chart, Thomas Williams, P.E. will provide the senior technical leadership for all general and vertical structural engineering assignments.

In addition, BDI will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring general structural engineering services, Alan will be coordinating directly with Thomas Williams, P.E. Thomas has been working with Alan on recent projects and brings a formidable record of professional accomplishments to the City of Destin. As the BDI technical lead, Thomas will be available to meet with the appropriate project team members or City staff, as required.



SURVEYING



BDI is fully equipped and staffed to support the City of Destin with full land surveying and mapping services. BDI has a long history of surveying throughout the State. In fact, for many communities around Florida, our files include some of the oldest surveys available. Over time, our company culture has become increasingly defined by loyalty. Many members of our survey staff have celebrated 10, 15, 20, and 25 year anniversaries with the firm. This type of mutual commitment between the company and the employee defines the BDI FAMILY. For our clients, this decades-old family atmosphere results in minimizing the "learning curve", regardless of how unique or challenging a job may be.

BDI is large enough to handle almost any project, but small enough to guarantee that company principals will be directly involved in the surveying and mapping process. Despite the current economy, BDI continues to operate a high-quality surveying and mapping service line with 3 survey crews located in Florida. BDI has four registered Florida land surveyors available to serve the City.

For large projects, or projects with time-sensitive delivery requirements, BDI is accustomed to shifting survey equipment and personnel from one area of the state to the required region for extended periods of time. In these cases, BDI was able to utilize our extensive local resources and office locations to provide the additional crews at a minimal

cost to the company or client. This operational experience guarantees that BDI has the capability and resources to effectively and efficiently serve the City.

Below please find a comprehensive list of equipment for BDI survey crews in Florida:

- 4 WD GMC PICKUPS
- TOPCON ROBOTIC TOTAL STATIONS
- TOPCON REFLECTORLESS TOTAL STATIONS
- HP48GX DATA COLLECTOR W/TDS SOFTWARE
- ZEISS NI-2, AUTO LEVELS
- SCHOENSTEDT MAGNETIC LOCATORS
- CELL PHONES
- MOTOROLA HAND HELD RADIOS
- 2007 KAWASAKI "MULE" ATV WITH TRAILER
- 1997 KAWASAKI "MULE" ATV WITH TRAILER
- 1999 KAWASAKI "MULE" ATV WITH TRAILER
- GPS RADIO TRANSMITTERS
- PIPE HORN UNDERGROUND UTILITY LOCATOR
- UTILI-VAC VACUUM EXCAVATION EQUIPMENT WITH AIR LANCE AND 4"
- TWO HYDROGRAPHIC SURVEY VESSELS
- DIGITAL CAMERAS
- 10' AND 16' TRIPODS
- SAFETY EQUIPMENT (OSHA)
- 2016 AUTOCAD CIVIL 3D, SOFT DESK and AUTOCADD/LDD

SURVEYING



Coastal Expertise

For any specialized project assignments requiring coastal surveying services, BDI surveyors will support our team partners at Olsen Associates, Inc. With most of our offices located within coastal communities, much of this experience has been with projects involving the Gulf of Mexico and adjacent bays, bayous, rivers, and creeks. Our team has developed a unique understanding of project objectives and considerations in the local coastal environment.

Experience

For almost every project we engineer, BDI surveyors provide in-house land surveying services. BDI engineers and surveyors have been working together for over eight decades on projects all around the Gulf Coast. Our professionals operate as one, seamless team – these long

term in-house relationships guarantee the integrity of the background design data utilized to engineer projects for our local government clients. Some of the projects that have involved BDI land surveying services include:

Gulf Breeze WWTP

City of Milton Canal Street Streetscape

Santa Rosa County Holley By The Sea Drainage

Pensacola Beach Pedestrian Bike Path

City of Milton Waterfront Redevelopment / Riverwalk

Destin Water Users GIS Database

Destin Water Users Headworks Facility

Quietwater/Pensacola Beach Re-nourishment

Land Surveying Staffing

The BDI team has selected a group of highly qualified professionals for all land surveying work under this contract. Scott Mills, PSM, will provide the senior technical leadership for all assignments that involve surveying.

A successful business relationship begins with a good understanding of the client's needs. BDI surveyors are prepared to fully engage the professional staff at the City of Destin as required to ensure that your expectations are exceeded. We have the ability to RESPOND QUICKLY, provide RESULTS THAT LAST, and meet or beat the project BUDGET. Furthermore, we remain committed to a quick turnaround of final deliverables despite the provision of limited background data and other informational resources up front. BDI will meet the requirements of the City of Destin in two ways: (1) RESPONSIVENESS and (2) ABILITY TO PROVIDE A QUALITY PRODUCT IN A TIMELY MANNER.

Communications

For all assignments involving surveying services, the City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will be assisted by Scott Mills, PSM. When required, Scott and any required members of his team will meet with the City and their designated project team, obtain available data, and spend a significant amount of time in field investigations, team coordination, and data analysis. All of the results of planning project surveying efforts will be communicated to City professional staff on a regular basis.

TRANSPORTATION/TRAFFIC ENGINEERING



Over the decades, BDI and our team partners have assembled a formidable resume of professional experience in the area of Transportation and Traffic Engineering. We are proud of our accomplishments and are pleased to present the City of Destin with our technical experience and capabilities in this important area of our consulting services.

Transportation Capabilities

Our transportation expertise includes a broad range of service areas, including: transportation engineering, roadway design, airfield design, multi-modal design, bridge design, transportation planning, traffic engineering, highway lighting, route surveying, stormwater design, environmental permitting, real property, construction administration and public involvement. Over the years, BDI has completed hundreds of large-scale transportation projects for local municipalities, counties, and both the Florida and Alabama Departments of Transportation. Our team has the in-house staff depth required to accomplish all of the major elements of any transportation project, large or small.

Road & Bridge Design

Our staff of professionals are experienced in the review, analysis and design of all roadway engineering elements. These capabilities/skills include criteria compliance, drainage, maintenance of pedestrian and vehicular traffic during construction, access management, cost estimates, specifications, constructability and schedules.

We understand and are very proficient in all technical aspects of roadway design, including horizontal and vertical geometry, drainage, pavement marking and signing, signalization, lighting and landscaping. Most importantly, we are keenly aware of the rising cost of construction and allocate sufficient time and effort to the development of comprehensive construction cost estimates throughout project design phases. This enables our engineers to

recommend cost reduction design alternatives whenever cost estimates exceed the allocated budget.

Our staff is extremely familiar with the Department of Transportation's Design Criteria. However, we recognize that less restrictive "Florida Green Book" criteria controls municipal and local government roadway design; (with the exception of projects participating in state or federal funding). The resulting roadway designs will always be in conformance to ADA standards and other agency permit requirements; our goal will be to satisfy the functional and technical requirements of the City of Destin.

Utilities

BDI understands the important role that existing utilities play in the planning, design and construction of roadway projects. Because BDI helped to design many of the utility systems around Destin, we are uniquely qualified to deal with the existing utilities surrounding almost any project in the area.

Immediately following a project assignment, BDI will review and analyze all available City, County and private utility information, as-builts and any other available data. In every case, BDI will meet with the responsible City professionals to identify any required or proposed utility adjustments associated with individual project assignments. BDI engineers will conduct field investigations of existing water, sewer, gas, electrical and telecommunications lines to determine location and condition of existing facilities. As a part of this effort, BDI will meet with all affected utility companies to gather information on existing and proposed utilities. During design development, utility companies will be provided with preliminary plans for mark-ups related to existing and proposed facilities. BDI will further analyze and provide suggested alternatives to minimize construction costs and utility disruptions during the construction phase.

TRANSPORTATION/TRAFFIC ENGINEERING



Maintenance of Traffic

Maintenance of Traffic (MOT) is an important component of any roadway project. In particular, many of the roadways around Destin are characterized by high-volume traffic; BDI engineers are aware of the challenges associated with developing roadway projects in congested areas – we are prepared to ensure that high-quality MOT plans are provided for each assignment under this RFQ. We are also aware that the City of Destin is committed to ensuring that pedestrian and cycle traffic is encouraged. Our MOT plans will be very considerate of the maintenance and safety of all multi-modal traffic.

In Destin, peak traffic flows can be extreme. For any identified “technically challenging” projects, the feasibility and cost associated with Maintenance of Traffic for each alternative will be determined. In these isolated cases, special emphasis will be placed on access issues relative to special events, access to adjacent property owners, and safety for pedestrians and vehicles. Specific features of each alternative (such as utility or drainage crossings, cross-street traffic, bicycle traffic, roadway profile adjustments, and roadway widening options, etc.) will be carefully evaluated relative to traffic flow to assure a cost effective and safe Maintenance of Traffic concept.

Experience

Some of the projects that have included civil engineering services include:

- Pinestead-Longleaf Roadway Design
- Canal Street Improvements
- Berryhill Road Intersection Design
- Beach Access Road
- Pensacola Beach Pedestrian / Bike Path

Transportation Staffing

The BDI team has selected a group of highly qualified professionals for all transportation engineering work under this contract. Keith Guthrie, P.E. will provide the senior technical leadership for all transportation and traffic engineering-related assignments. The attached table gives the key personnel associated with the production of transportation products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, transportation engineer interns, administrative and support personnel.

Communications

The City of Destin’s primary contact will be the BDI Project Manager, Alan Hart, P.E. For each transportation and/or traffic engineering project assignment, Alan will be assisted by Keith Guthrie, P.E. When required, Alan and any required members of his team will meet regularly with the City and their designated project team, as required to ensure that workflow is efficient and timely. Where a project assignment requires specific public information requirements, Alan will be assisted by our Client Services Manager, Jeff Petermann, P.E. Jeff’s career experience will help ensure that all public communications are effective. For projects that include a measure of multi-modal, pedestrian or cycle traffic, Alan and Keith, and the BDI team will be assisted by David Hemphill, ASLA. Over his 30-plus year career, David has produced a wide range of pedestrian, urban revitalization, trail park and other multi-modal projects in the panhandle.

MAPPING/GIS SERVICES

BDI is fully equipped and staffed to support our local government clients with the design, upgrade and/or implementation of GIS technologies. This state-of-the-art tool streamlines work flow, improves the integrity of data and substantially increases the efficiency of data collection and access. GIS is a problem-solving information resource that can be used to answer questions about the location of underground utilities, watershed characteristics, land use attributes, pollution impacts, public health concerns, and locations for a number of important infrastructural facilities such as water wells, manholes, traffic devices, etc. Through cutting-edge geo-visualization technologies, GIS affords the user with the opportunity to develop interactive that reveal the story behind the data.

GIS Applications

GIS combines the precision of CAD drawings with data management capabilities that provide a solid foundation for comprehensive planning. In today's regulatory environment, administrative requirements often demand data storage and querying capabilities for efficient management and reporting of assets. BDI GIS specialists work with our local government clients to help implement new GIS systems and upgrade existing databases.

Two dimensional infrastructure maps can become a dynamic representation of pending work orders, flow through a water system and/or zoning changes over time. Relationships between multiple datasets are revealed with GIS as it puts location-based information at our fingertips. GIS maximizes workflow and data sharing at the desktop and in the field. BDI helps our local government clients with design and development of existing or new GIS services in the following areas:

- Asset Management
- Demographic and Land-use Analysis
- Geographic and Topographic Mapping
- GPS/GIS Solutions
- Address Matching

GIS/Mapping Advantages

With recent technological advances, geospatial solutions have become an inseparable part of business operation and management. BDI GIS specialists understand how a modern GIS can provide unprecedented access and insight into large, unmanageable databases. Visualization of feature data, the dynamic nature of GIS, along with its modeling and analysis potential, makes it an invaluable resource for mapping, storing and dissemination of spatial information. GIS gives our clients an opportunity to not only produce a map, but reveal the real story behind the data through cutting-edge geo-visualization techniques.



At BDI, we understand that the benefits of GIS are as boundless as its applications. This state-of-the-art tool equips us with cost-saving techniques that streamline workflow, improve our data integrity and increase data collection efficiencies. Our team of GIS specialists are ready to assist the City of Destin with any consulting services required to develop and/or upgrade the City's GIS resources.

Experience

For many of our local government clients, BDI submittals include deliverables formatted to efficiently integrate into existing GIS databases. As such, many of the projects featured herein were prepared to interface with GIS applications. In addition, BDI has provided GIS-specific services for a number of municipal, county and utility clients in Florida. In general, this experience involves database design, pilot projects, field data collection, database prioritization, staff training, etc.

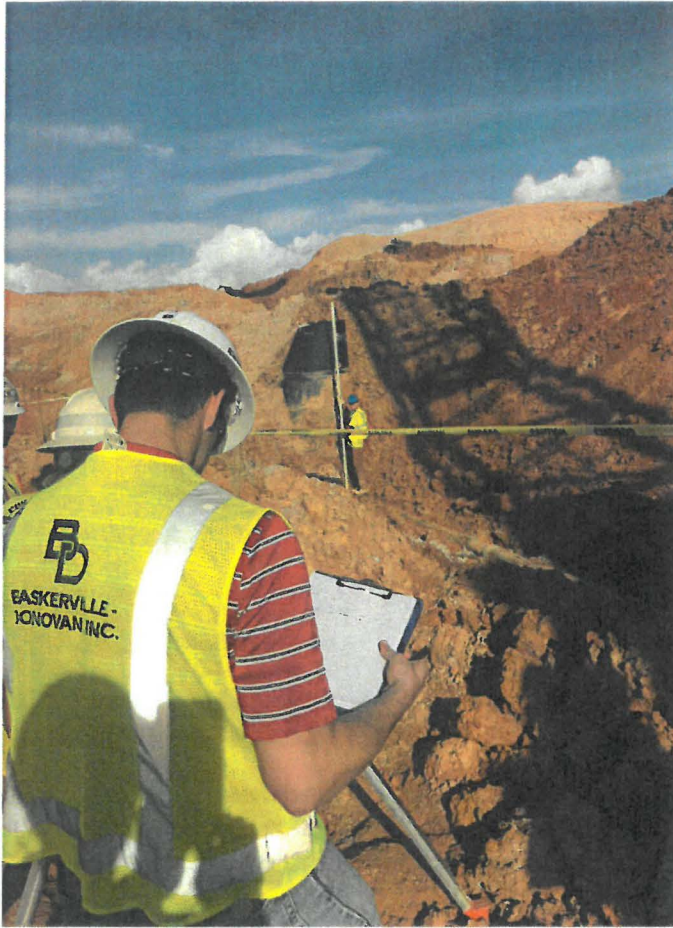
Staffing

The BDI team has selected a group of highly qualified professionals for all GIS work under this contract. For all GIS assignments, Alan Hart, P.E., who also serves as the BDI Project Manager, will serve as the direct technical lead. Hilary Bauer, E.I. will provide in-house GIS production leadership. In addition, the BDI team will utilize in-house technical support resources including GIS technicians, field personnel, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each assignment, Alan will be assisted by Hilary Bauer, E.I. For assignments requiring substantive field data collection efforts, Alan will be assisted by Scott Mills, PSM/PLS. When required, Alan, Hilary, Scott and any required members of the BDI GIS team will meet regularly with the City and their designated project staff. All of the results of planning, GIS design, and database development efforts will be communicated to City professional staff on a regular basis.

CONSTRUCTION MANAGEMENT SERVICES



The BDI team has been providing construction management and observation services in the Florida Panhandle since 1926. Our construction inspectors, technicians and project management staff are some of the most qualified and experienced professionals in the region. We believe that our long history of work in the region uniquely qualifies our staff. We understand the local construction materials markets, construction costs and local contractors better than any other firm in the market. In fact, many of the oldest construction documentation available in the panhandle is on file at BDI. We were around when the market was very small –before the big regional and national construction firms were interested in the Florida panhandle. As the local market has grown, our professionals have grown and adapted to the changing construction environment. Our construction management personnel are ready to provide the very best services to the City of Destin.

Capabilities

For any assignment under this contract, BDI is qualified and prepared to execute any required construction phase services. Our staff has a wide range of construction administration experience that could be engaged at any time to provide support to City staff:

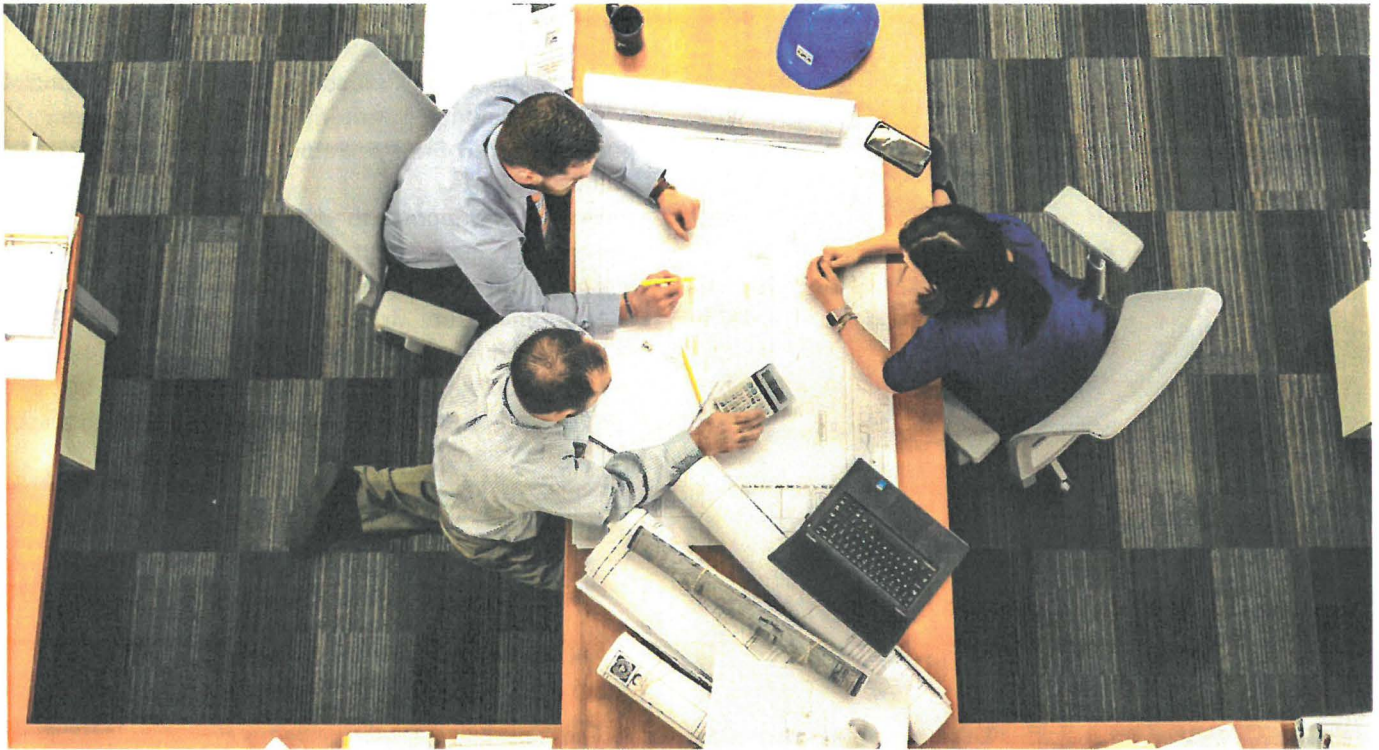
- Bidding phase services
- Directional drill / boring experience
- Best Management Practices (BMP) in erosion control, dust abatement, dewatering system discharge, etc.
- Certifications of any related or required utility system modifications
- Engineering support for any required field adjustments or during construction
- Contractor claims resolution services
- Maintenance of Traffic (MOT) experience in FDOT, County and Municipal Rights-of-Way
- Preparation of daily construction reports and logs
- Review, approval and processing of contractor pay requests / applications
- Inventory logs and monitoring of contractor's stored materials
- Resolving utility conflicts during construction
- Prepare system inspection test reports and project punch lists
- Field Change Order preparation and execution
- Contractor Requests for Information (RFI's)
- Regular project meetings, meeting agendas and minutes
- Public, business and homeowner communications
- Review and approval of contractor submittals, shop drawings, RFI's, schedules, as-builts, etc.
- Preparation of any required project record drawings
- Preparation and maintenance of pre-construction and progress photo and videos logs
- Inter-agency, utility and property owner coordination

Our commitment will be to ensure that the best BDI experts are available and on site during any and all special construction operations and/or support service requirements. Locally and state-wide, BDI has multiple layers of technical redundancy available to evaluate, adjust, or provide design modifications during construction.

Construction Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. In the past, we have enjoyed working with the City to develop creative solutions to project issues. BDI will ensure that our designs are well conceived; they will include cost-savings strategies for maximizing the City's infrastructure development resources. We believe that our intimate historical knowledge of the local construction markets places us in a unique position to assist the City in developing highly accurate estimates of probable construction cost. To help establish accurate cost estimates, BDI engineers will consult early in the project development process with our construction management personnel.

CONSTRUCTION MANAGEMENT SERVICES



BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, pipeline alignment adjustments, construction staging, fast-track opportunities, phasing options, construction staging, haul routes, bidding strategies, etc. For the City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Contractor Claims

On occasion, a construction contractor will underbid a project. Over the years, BDI has become very familiar with the local construction bidding environment; our engineers and construction management staff work with our clients to ensure that all contractors are fully vetted during the bid phase of the project. Prior to recommendation of award, BDI professionals will execute a due diligence process as required to protect the City from unqualified bids. In every case, regardless of contractual conditions – BDI strictly protects the integrity of the contract documents and supports the public (and client) interest in the project. We believe that it is our duty to respect and support the City's mission and objectives in being good stewards of public infrastructure funding. More than any other consultant in the NWFL market, BDI has proven our resolve in the area of frivolous contractor claims; each of our professional staff has developed a superior understanding of the process for working through contractor issues efficiently and effectively.

Construction Management Experience

BDI is accustomed to providing in-house construction management services for the vast majority of the projects we design.

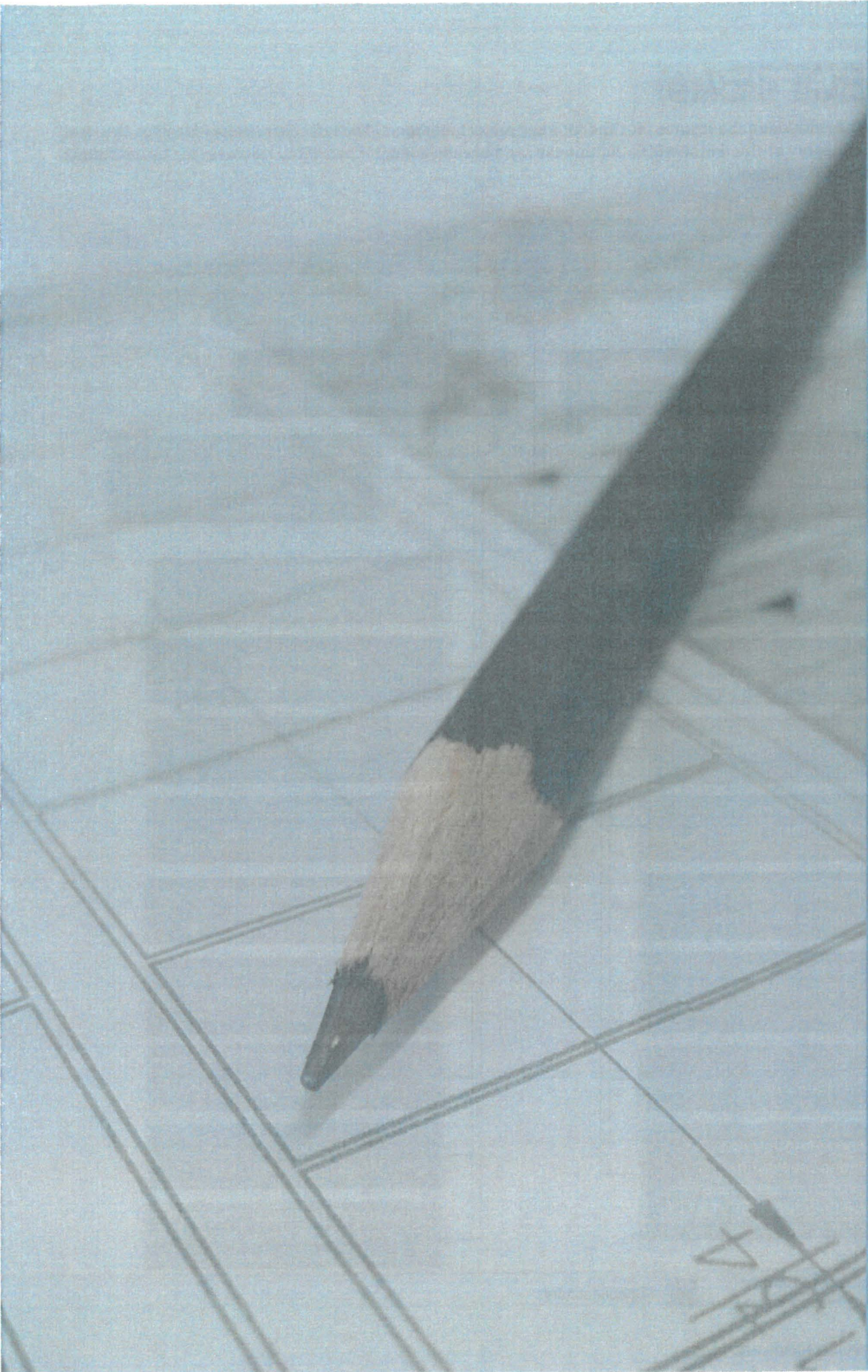
Construction Management Staffing

The BDI team has selected a group of highly qualified professionals for all construction phase services under this contract. Steve Farrell, Jr. CCI, CCPM will provide the BDI construction management for all construction phase assignments. Steve will be closely supported by a number of BDI construction personnel, including the project manager and technical lead for the project. In addition, the BDI team will utilize in-house technical support resources including additional construction inspectors, technicians, engineer interns and administrative personnel.

Communications

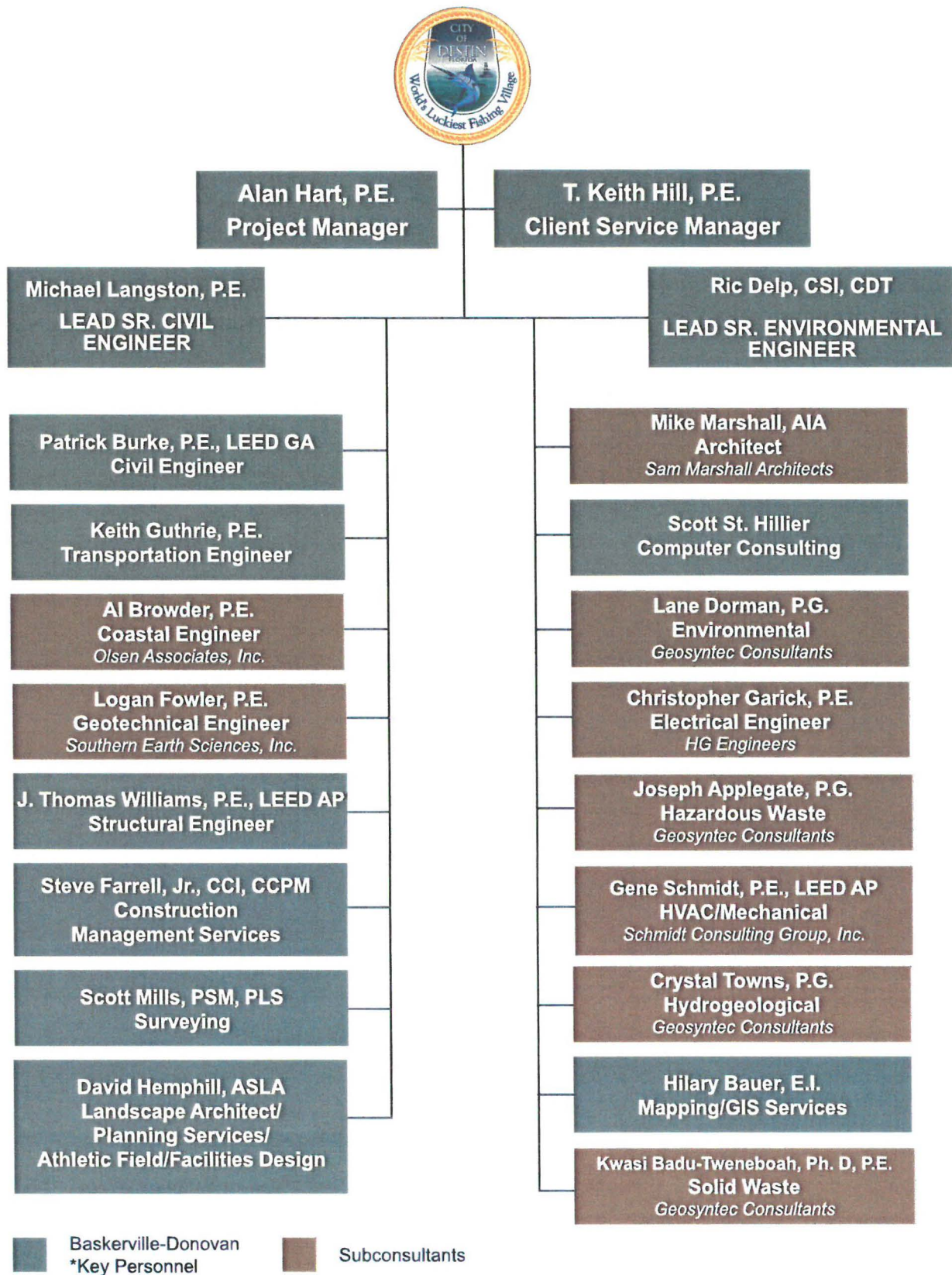
The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will remain directly engaged in all aspects of the project – from project inception, through the bidding and construction phase, to final acceptance by the City. As required, Steve and any required members of his team will meet regularly with the City and their designated project team throughout the duration of field construction operations; from contract award to final acceptance.

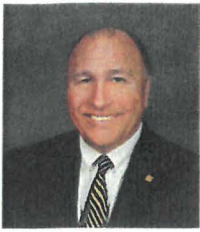
3. Project Team



PROJECT TEAM

Per the RFQ we have included the resumes for the four key project members. The staff chart below identifies the lead person for each category as listed in the RFQ. Additionally, we have included, if permitted, resumes for the additional team members for each category.





ALAN HART, P.E.

PROJECT MANAGER

Education: B.C.E., Civil Engineering, Georgia Institute of Technology
Registration: Professional Engineer: FL #58055
Certifications: URS Certified Project Manager
Years with BDI: 1; Other Firms: 23

Introduction

Mr. Hart serves as the Office Manager for BDI's Tallahassee office. His responsibilities include leadership in all aspects of environmental projects from funding, preliminary, design, and through the construction phases. Mr. Hart has 23 years of experience in water and sewer design, roadway, stormwater and maintenance of traffic. For the last 15 years of his career, Mr. Hart has retained the role of Senior Project Manager in-charge of all aspects of civil design, and managed over 5.5 million dollars in revenue over the past seven years. The majority of the work Mr. Hart has completed has been with the City of Tallahassee and Leon County. Mr. Hart is very familiar with the design standards, codes and permitting processes that are required for the Woodville Sewer System Project.

Experience

Slate Road 231 Pond Siting Report – Tallahassee, FL: Drainage Design Engineer. Mr. Hart completed the majority of the work effort on a Pond Siting Report for the State Road 231 project. The report included locating ponds, preliminary pond sizing and layout and a feasibility matrix to determine the optimal layout of the proposed ponds.

Richardson Road Drainage Improvements – Tallahassee, FL: Project Manager/Engineer of Record. The purpose of this project was to alleviate flooding of Richardson Road by constructing high capacity inlets in specific areas along the roadway and then to convey the stormwater through a closed system to the existing outfall.

Ridge Road Capacity Project – Tallahassee, FL: Project Manager/Engineer of Record. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane capacity project in District 7.

Copeland Street Stormwater Analysis – Tallahassee, FL: Project Manager/Engineer of Record. The City of Tallahassee Infrastructure Department was developing plans to upgrade the sanitary sewer system on Copeland Street and engaged the City of Tallahassee Stormwater Department to develop a preliminary re-design of the closed conveyance system and roadway inlets to alleviate any potential conflicts. Mr. Hart analyzed the existing pipe conveyance system and the drainage inlets to determine what upgrades to the system could be performed and where conflicts could be resolved. This project was completed and is awaiting the design/constructability phase.

Ulmerton Road Widening Project – Tallahassee, FL: Drainage Design Engineer. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane to 6 lane widening project in District 7.





T. KEITH HILL, P.E.

CLIENT SERVICE MANAGER

Education: MS, Civil/Environmental Engineering, Auburn University;
BS, Zoology, Auburn University
Registrations: Professional Engineer: FL #61703
Years with BDI: 20; Other Firms: 0

Introduction

Mr. Hill's experience in the field of environmental engineering includes proficiency with unit process calculations and design of wastewater treatment facilities. He is skilled at conducting hydraulic modeling and transient surge analysis of municipal water distribution systems. His experience with municipal water systems includes performing utility audits, master planning, and the design of water treatment and distribution systems. As BDI's Chief Operating Officer, Mr. Hill provides the senior project oversight of the design team's efforts ensuring satisfaction of client communications and of Baskerville-Donovan's standards of excellence.

Experience

Prieto Road Improvements – Pensacola, FL: QA/QC Officer for the reconstruction of a section of roadway that suffered catastrophic failure due to the severe flooding during the April 2014 historic rain event. Project involved the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Pensacola Beach Master Plan – Toll Plaza Approach Improvements – Escambia County, FL: QA/QC Officer for Escambia County to widen the approach from the Bob Sikes Bridge to the Pensacola Beach Toll Plaza, to improve traffic flow and relieve confusion for motorists. The project also improved access for a side road parallel to Pensacola Beach Boulevard, included a bike lane from the bridge through the toll plaza, and a crosswalk across Pensacola Beach Boulevard. Responsibilities included roadway alignment design, resurfacing design, stormwater design, and utility coordination.

Roadway Improvements for US Highway ALT 90 (SR-10) – Navy Federal Credit Union – Escambia County, FL: QA/QC Officer for widening of US Highway ALT 90 in front of the new phases of Navy Federal Credit Union in Escambia County. Concrete lined channels and roadside ditches were upgraded to drainage structures and concrete pipe to improve drainage issues. Groundwater and unsuitable soils were encountered during construction and an underdrain

system was designed to drain the soils. Responsibilities included widening and resurfacing design, underdrain design, FDOT Permitting for utilities, widening, and driveway connection, coordination with FDOT inspectors, and drainage design.

Pensacola Beach Master Plan, Access Roadway Improvements – Escambia County, FL: QA/QC Officer for Escambia County included the design of a new roadway which will connect an existing access road to a popular parking lot and allow for improved traffic flow in the "Core Area" of Pensacola Beach. The project includes pedestrian crosswalks, additional parking on Pensacola Beach, and improved drainage in existing parking lots. Responsibilities included the site design, drainage analysis, drainage design, pond size analysis and pipe sizing. Duties also included pavement design, traffic control devices, pedestrian crossing design and striping.





MICHAEL LANGSTON, P.E.

LEAD SR. CIVIL ENGINEER

Education: BCE, Civil Engineering, Georgia Institute of Technology, 1989
Registration: Professional Engineer: FL #49463
Years with BDI: 24; Other Firms: 6

Introduction

Mr. Langston's experience as a Civil Engineer includes services specializing in commercial and residential land development. His responsibilities have included planning, designing, permitting, and drafting for land development projects. His management experience has provided effective coordination between engineering design and construction. He has also been involved in infrastructure planning for public entities and design of roadways, stormwater management systems, water distribution systems, and wastewater collection systems. While in the U.S. Army, he served as a Cartographic Draftsman in the production of topographic and military maps.

Experience

Navy Federal Credit Union Office Complex – Escambia County, FL: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold-certified building in the state of Florida.

Pensacola Beach Toll Plaza Restoration – Pensacola Beach, FL: Realignment of traffic lanes through plaza, site grading, handicap access, stormwater management, sanitary sewer pump station and force main, specifications and permitting.

Bob Sikes Toll Plaza Renovations – Pensacola Beach, FL: Engineer responsible for the design of the modification from three existing operational traffic lanes to four – widening each lane from 8' to 14' across. Pedestrian cross walks and handicap accessibility were included in this design, as well as safety barriers and crash protection to the buildings.

Pensacola Beach Access Road – Escambia County, Pensacola Beach, FL: Project Manager for North South Beach Access Road from Quiet Water Beach to Bob Sikes Fishing Pier. Project Included roadway design, utility coordination and relocation, stormwater design, pedestrian and bicycle facilities, and the northern gateway crosswalk that included solar powered RFB's and embedded lighting in the crosswalk.

Via De Luna Roadway Improvement – Pensacola Beach, FL: Design Engineer for this project, which included upgrades to the signalized intersection on Pensacola Beach, utility and stormwater improvements, and capacity upgrades (four lane) to Via DeLuna. Project was unique as it required accommodating large volumes of beach visitors in a narrow time frame. Design reversed the circulation pattern, eliminating several conflicting left hand movements, installed medians and dramatically decreased the number of traffic accidents in the core area of the beach.





RIC DELP, CSI, CDT

LEAD SR. ENVIRONMENTAL ENGINEER

Education: BS Environmental Engineering, Kennedy – Western University
Registration: "A" Water Treatment Plant Operator: FL; Certified Construction Document Technologist (2007)
Years' with BDI: 19; Other Firms: 22

Introduction

Mr. Delp has more than forty years of experience in the management and operation of utility systems. He was manager of the Midway Water System in Santa Rosa County, and managed the Utility for before joining Baskerville-Donovan, Inc. as a Design Engineer in the Environmental Services Division. He was responsible for all aspects of utility system design, operation and management, developing operating procedures, maintenance requirements and staffing requirements for the Midway Water System with an annual operating budget in excess of \$1,000,000. Mr. Delp has been with Baskerville-Donovan, Inc. for 19 years, 17 of those years as a Project Manager.

Experience

Gill-Bass Park and Canal Street – Milton, FL: Project Manager responsible for the design of the Gill-Bass Park and Canal Street Lighting project. The project provides for lighting along Canal Street and a portion of Caroline Street, landscaping, a park gazebo, walkways, a fountain, and decorative lighting.

U.S. 90/Glover Lane Utility Relocation – Milton, FL: Project Manager responsible for the major utility construction work performed on U.S. 90 and Glover Lane. This work included the addition of gravity sewer along U.S. 90 from west of McDonalds to the intersection of U.S. 90 and Glover Lane and north on Glover Lane to Lambert Drive where sewer service was previously provided by individual lift stations with a force main. The purpose of the project was to make gravity sewer service more readily available to our customers in this area.

Bobby Cato Lift Station CDBG – Apalachicola, FL: Project Manager for the design of the major rehabilitation of a lift station, a low pressure collection system extension, and residential connections to a new low pressure collection system, new water main valves, and water meter replacements.

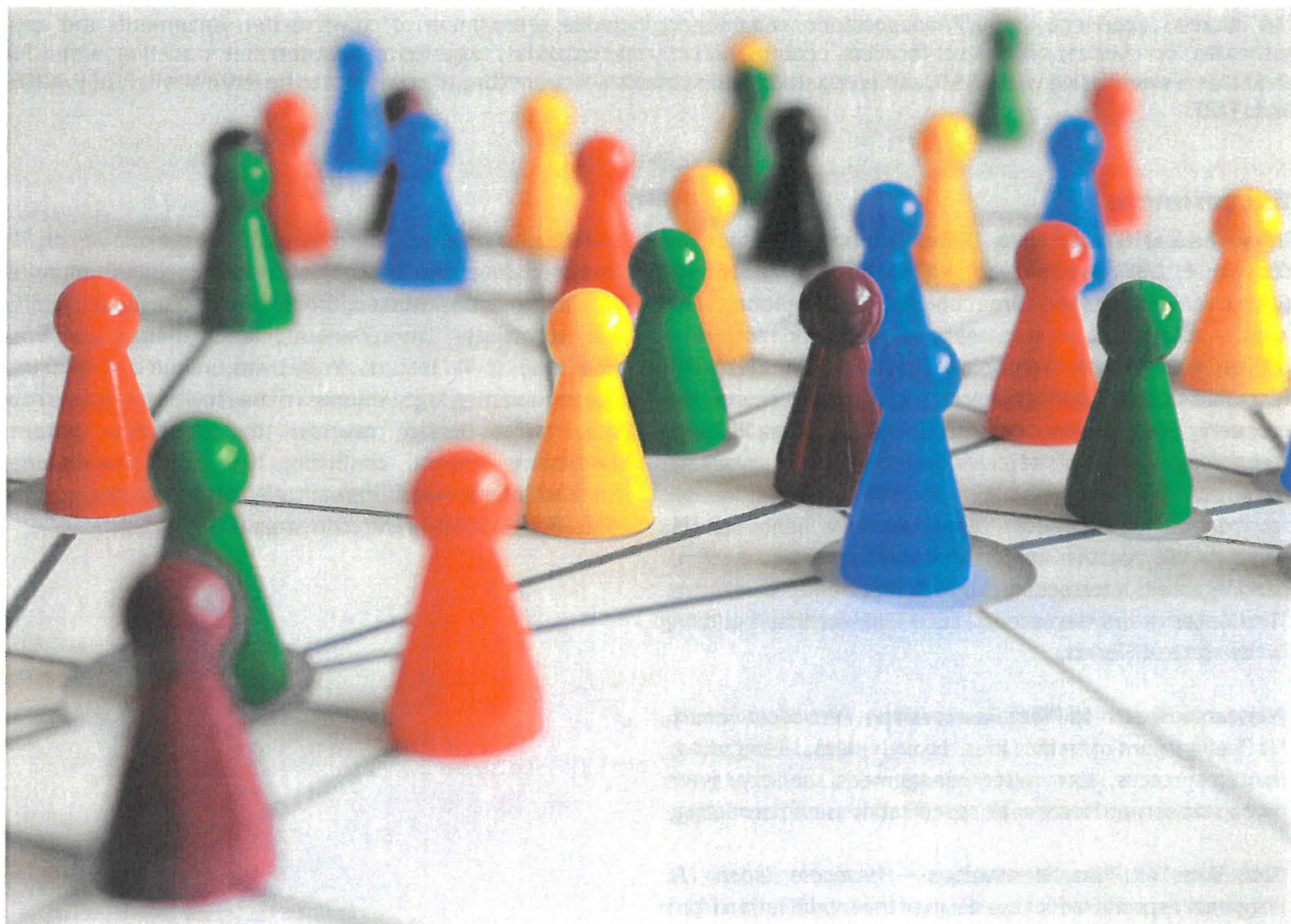
DWU 2002 Master Water and Wastewater Plan – Destin, FL: Project Manager on this project to analyze all existing infrastructure, identify needs, and develop a long range plan for the utility system.

ECUA Central Water Reclamation Facility (CWRF) – Pensacola, FL: Project Manager responsible for the design for the construction of a new 22.5 MGD AADFAWT water reclamation facility located 14 miles inland from the existing facility. The project includes 5-stage biological basins for nutrient removal, secondary clarifiers, on-site sodium hypochlorite generation, rotating disc filters, screw presses for dewatering of biosolids and paddle dryers for biosolids drying. Effluent disposal includes discharge to Gulf Power's Plant Christ where the reclaimed water will be used for process cooling water in place of water from the Escambia River. Secondary effluent disposal will include slow-rate land application and distribution to industrial users.

State of Florida	
Department of Environmental Protection	
ISSUED: 4/13/2019	LICENSE NO.: 0003364
THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.	
VALID UNTIL: 4/30/2021	
RICHARD W. DELP	
RON DESANTIS	NOAH VALENSTEIN
GOVERNOR	SECRETARY
DISPLAY IS REQUIRED BY LAW	

ADDITIONAL TEAM RESUMES

In addition to the resumes of the four key team members requested in the RFQ, we have also included, if permitted, resumes of other team members who will assist with this project.





PATRICK BURKE, P.E., LEED® GA

CIVIL ENGINEER

Education: MS, Civil Engineering, Mississippi State University; BS, in Civil Engineering, Mississippi State University

Registrations: Professional Engineer: FL #82313L; Maintenance of Traffic Advanced Level Training Course; LEED® Green Associate™; Greenroads® Sustainable Transportation Professional #0000254

Affiliations: Society of American Military Engineers

Years with BDI: 2; Other Firms: 2

Introduction

Mr. Burke's experience in civil/transportation engineering includes preparation of construction documents and cost estimates for a variety of projects for local, county and city municipalities, experience in watershed modeling with ICPR and storm sewer design with ASAD, and preparation and submittal of permitting documents to the NFWFMD, FDEP, ACOE, and FDOT.

Experience

Navy Federal Credit Union Office Complex – Escambia County, FL: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold-certified building in the state of Florida.

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Via DeLuna Roadway Improvement – Pensacola Beach, FL: Design Engineer for this project, which included upgrades to the signalized intersection on Pensacola Beach, utility and stormwater improvements, and capacity upgrades (four lane) to Via DeLuna. Project was unique as it required accommodating large volumes of beach visitors in a narrow time frame. Design reversed the circulation pattern, eliminating several conflicting left hand movements, installed medians and dramatically decreased the number of traffic accidents in the core area of the beach.





SCOTT ST. HILLIER

COMPUTER CONSULTING

Education: AA Degree, Computer Programming; Computer Electronics Technician
Years with BDI: 12; Other Firms: 13

Introduction

Mr. St. Hillier has over 20 years of experience providing network and systems integration and implementation consulting and installation for external customers. He has also provided technical assistance with regard to network and systems design and management. Scott also has extensive experience in providing network design, integration and implementation consulting for his clients as well as proficiency with the use of multiple operating systems.

Experience

Proficiency with the use of multiple operating systems includes:

Windows NT Server (v4.0 & 3.51)
NetWare v3.x & 4.x (NDS and Bindery Emulation)
Microsoft SQL Server v6.x (ODBC and MSDBLIB at client)
MDI Gateway - Database gateway product to perform data conversion between DB2/VSAM host data and MS SQL Server
Microsoft SNA Server configured to support PU 2, PU 2.1, LU 1, LU 2, LU 3 and LU 6.2 APPC TPs
Tangram's AM:PM software distribution product
NetWise (Middleware) - Provides workstation and server-based applications an API to facilitate Remote Procedure Call (RPCs) to IBM Host COBOL applications
NetSoft Print Server - Provides IBM Host printing in an NT Server/SNA Server LAN environment
RightFAX Fax Server - supporting direct inward dialing (DID) and dial tone multi-frequency (DTMF) faxing routing services
TCP/IP, Microsoft TCP/IP, IPX/SPX, Microsoft NWLink IPX-SPX, NetBIOS over IPX NetBIOS over TCP/IP 802.2
Microsoft TCP/IP WINS
Microsoft TCP/IP DHCP
Octopus v2.x with SASO configured for a many-to-one fail over solution
Windows NT Workstation v4.0/3.51
Windows 95
Windows for Workgroups v3.11
Windows v3.1
MS-DOS

Professional Achievements:

VMware Authorized Consultant (VAC)
VMware Certified Professional (VCP)
Citrix Certified Administrator (CCA)
Microsoft Certified Systems Engineer (MCSE)
Microsoft Certified Product Specialist (MCPS)
Master Certified Novell Engineer (MCNE)
Novell Enterprise Certified NetWare Engineer (ECNE)
Novell Certified NetWare Administrator (CNA) v4.x designation
Novell Certified NetWare Engineer (CNE) designation
Novell Certified NetWare Administrator (CAN) v3.x designation



HILARY BAUER, E.I.

MAPPING/GIS SERVICES

Education: BS, Civil Engineering, University of South Alabama 2014
Years with BDI: 4; Other Firms: 0

Introduction

Ms. Bauer serves as an Engineering Intern since graduating with a BS in Civil Engineering. Her development as a civil engineer has involved assisting in planning, permitting, and design of roadways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities. Project responsibilities include facilities planning and preparation of engineering reports, wastewater, stormwater, and potable water system permitting, design, calculations, and construction administration/inspection. Hilary's broad range of experience includes proficiency with Haestad design software such as StormCAD, PondPack and CulvertMaster, as well as ICPR 4. She also has experience in AutoCAD for both drafting and GIS, as well as ArcGIS and Mr.SID for GIS analysis and processing.

Experience

Pensacola Beach Master Plan – Escambia County, Pensacola Beach, FL: Engineer Intern: Design Team for the engineering review and project implementation of the Pensacola Beach Master Plan as presented by EDSA. Project included identifying Phase 1 and Phase 2 tasks and implementation of construction projects outside the peak season based on funding availability.

Stormwater Advisory Team (SWAT) County-Wide Stormwater Recommendation Report – Escambia County, FL: Engineer Intern: Project included reviewing all existing Escambia County basin study recommendations, establishing a uniform project evaluation and ranking criteria, and providing the county with a ranked Stormwater Needs Assessment list, as well as a white paper detailing SWAT recommendations for county-wide stormwater improvements. Ms. Bauer assisted with data collection and report preparation, as well as preparation of a ranked-project map book using GIS.

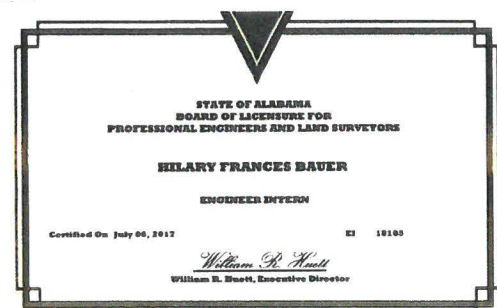
Navy Federal Credit Union Expansion - Phase II – Escambia County, FL: Engineer Intern: Assisting with design of wet and dry detention ponds, open channel, and closed stormwater systems for Phase 2 of the campus expansion. Assisting with developing best management practices (BMP) plan to control site erosion and sedimentation. Phase 2 stormwater improvements are being designed to complement those built during previous phases of construction and coordinate with those currently under construction. Assisting with inspection/administration and modifications of stormwater components currently under construction in consideration of Phase 2 improvements.

South Old Corry Field Road LAP Project – Escambia County, FL: Engineer Intern: LAP project for Escambia Co. to prepare construction documents for the repair of South Old Corry Field Road at its crossing with Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system would be constructed

along with road and drainage repairs necessary.

Prieto Road Improvements – Pensacola, FL: Engineer Intern: Project involved the reconstruction of the roadway, hydraulic analysis and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread in to the vehicular travel lane during severe rain events.

Holley By The Sea Drainage Project – Santa Rosa County, FL: Engineer Intern: BDI providing professional engineering services for the Holley By The Sea Basin Study, which includes 8,580 acres of slightly sloped land with poor surface drainage features. The area for study and improvement includes several subdivisions with HBTS being by far the largest with approximately 5000 single family lots. The scope of this project is two-fold with the first phase being an engineering drainage study and master plan for an area of approx.15 sq. miles. Assisting with GIS data collection and processing for site analysis, modeling





STEPHEN J. FARRELL, JR., CCI, CCPM

CONSTRUCTION MANAGEMENT SERVICES

Education: BS, Risk Management/Real Estate, FL State University
Registrations: Certified Construction Project Manager: FL; Certified Construction Inspector: FL;
NASDS Certified Diver: FL; 2-20 Insurance Agent: FL; Insurance Adjusters License: FL
Years with BDI: 30; Other Firms: 0

Introduction

Mr. Farrell has been involved in various projects ranging from inspection of roadway improvements to overseeing the construction of large municipal water and wastewater projects. As a Project Inspector, he is responsible for ensuring compliance with project plans and specifications. He is also experienced with many aspects of environmental permitting including cross-section details, volume calculations on dredge-and-fill permits, and gathering field information for FDOT and county/railroad use permits.

Experience

Military Point Lagoon – Bay County, FL: Construction Inspector. This project was a paved surface service road around the top of the berm. Approximately 12' wide and 6800 LF Long. Steve was responsible for QA of placement and verification of base material and subsequent leveling and friction courses of asphalt applied, quality control regarding temperature of asphalt and laying conditions. He also monitored quantities and the quality of the road work being performed during construction.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 – Pensacola, FL: Construction Inspector. This structure is a 2 pre-stressed concrete arch culvert bridge including pile and pile cap layout, with 700 feet of roadway supported by pre-stressed concrete wing walls. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

Bridges Over Pine Long Creek – FDOT in Panama City, FL: Construction Inspector. This structure is governed the analysis and design of the dual bridges. To provide hydraulic equivalency, the bridge length was set at 240'. For economy and constructability three equal 80' spans were chosen. The design utilized a continuous concrete deck cast over AASHTO Type IV Beams set on concrete pile bents. Both interior pile bents and abutments were supported by 24" square precast piles. Steve served as Construction Inspector on the project and was responsible for all inspection services and performed QA on the other structural components.

Deer Point Dam/Bridge Evaluation – Bay County, FL: Construction Inspector. This structure included underwater inspection and monitored installation of underwater emergency repairs. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

US 98/Thomas Drive Interchange – FDOT in Chipley, FL: Construction Inspector. This project was an expansion of an existing road from 4 thru-lanes to 6 lanes with frontage roads. It involved basic design, sidewalks, divided urban highway, lighted medians, closed drainage system, revisions to the existing signalization, additional turn lanes, and 8 access roads. Other components consisted of roadway and drainage design, maintenance of traffic, right-of-way acquisition, lighting, pedestrian features, and signalization. A three-level interchange connects three arterials with a major bridge. Due to the complexity of this project, more than one governing entity was involved. Steve served as Construction Inspector on the project responsible for inspection services for construction of this multi-level interchange.





DAVID HEMPHILL, ASLA

LANDSCAPE ARCHITECT/PLANNING SERVICES/ATHLETIC FIELD DESIGN

Education: BSLA, Landscape Architecture, Iowa State University
Registration: Professional Landscape Architect: FL #LA0000502
Affiliation: American Society of Landscape Architects
Years with BDI: 40; Other Firms: 2

Introduction

Mr. Hemphill is the Senior Landscape Architect for BDI and provides technical expertise and project management on a variety of tasks. His experience includes large-scale resort developments and permitting through local, state, and federal agencies. He has served as project manager for federal projects involving airport runways, wastewater treatment plants, roadway repairs after Hurricanes Opal, Ivan, and Dennis and military training facilities. In addition, he has provided design services including site planning, subdivision design, park design, and planting and irrigation designs on projects throughout the Florida Panhandle. He serves as project manager and coordinator on numerous projects for the firm's key long-term clients with his responsibilities ranging from conceptual design through construction administration. He is a past member and Chair of the Florida Board of Landscape Architects.

Experience

Community Maritime Park – Pensacola, FL: Project Manager: Managed a controversial and contentious redevelopment project on a brownfield site in downtown Pensacola. BDI provided design services to the Construction Manager including civil, electrical, structural engineering, survey, and landscape architecture. Project required both new and modifications to federal, state, and local permits.

Gulf Power Corporate Headquarters – Pensacola, FL: Landscape design for new office building and adjacent properties. Project included irrigation design and long-term maintenance program. BDI designed an innovative underground stormwater system requiring no retention ponds. Project is featured on FDEP's website.

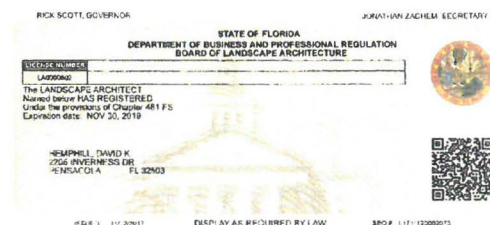
Niceville Downtown Redevelopment – Niceville, FL: Master plan, architectural and engineering design, surveying, and funding acquisition support for this state-of-the-art project. Features include a nature walk, a pavilion with a woodburning fireplace, a bridge over Turkey Creek, site furniture and lighting, a children's park and recreational facility.

CSO Bachelor Housing – NAS Pensacola, FL: Landscape Architect: Prepared planting plan, irrigation plan, amenities package, and minor sports facilities for a new barracks at NAS Pensacola. Project was delivered via a design-build contract. An Air Force facility aboard NAS Pensacola.

Milton Riverwalk Park – Milton, FL: Design, landscape architecture, and surveying services. This recreational space extending over the Blackwater River includes a 24-foot x 500-foot boardwalk, a gazebo, public parking, 2 pavilions, site lighting, site furniture, walkways, landscaping, and irrigation. The project received the State of Florida Design Arts Award

Baptist Medical Park – Pensacola, FL: Project Manager: Site planning, planting plan, and irrigation for a new 27 acre campus for out-patient medical services. Services included site planning, planting design, irrigation design, and pond planting.

Turkey Creekwalk Park – Niceville, FL: Project Manager: Master planning, funding acquisition support, architectural and engineering design, and surveying services. Features include a nature walk, pavilion with woodburning fireplace, and a bridge over Turkey Creek.





J. THOMAS WILLIAMS, P.E., LEED® AP

SR. STRUCTURAL ENGINEER

Education: BS, Civil Engineering and Environmental Sciences (BSE), University of Central Florida
Registrations: Professional Engineer FL #22282, AL #30714, USGBC LEED-NC Accredited Provider
Affiliations: ASCE - American Society of Civil Engineers, ACI - American Concrete Institute
Years with BDI: 21; Other Firms: 23

Introduction

Mr. Williams 40 year history of professional engineering expertise includes multiple continuing service contract applications for a range of client types. Mr. Williams has maintained project management and engineering design responsibilities for structural design and building prototype design manager for Sarasota County, Area A, C, K, and City of Carabelle Vacuum Sewer Station. His federal experience consists of USACE and individual military branch controlled construction projects stateside and in Latin America. Local continuing service contracts also involved projects for Pensacola Junior College, the Escambia County School Board, the City of Pensacola, the City of Gulf Breeze, the Santa Rosa Island Authority, Baptist Hospital facilities, City of Tarpon Springs and Dade City. Local and regional utility/infrastructure continuing service contracts served include Emerald Coast Utility Authority, South Walton Utility Company, Destin Water Users, Panama City Beach, Panama City, , City of Tarpon Springs, Dade City and other utility associations throughout the State of Florida.

Experience

South Old Corry Field Road LAP Project – Escambia County, FL: Senior Structural Engineer. LAP project for Escambia County is to prepare construction documents for the repair of South Old Corry Field at its crossing with Jones Creek. The roadway suffered a catastrophic failure following the April 29, 2014 rain event and associated damage caused by flood levels within Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system will be constructed along with road and drainage repairs necessary. The new bridge and road repairs will be designed to meet the uniform minimum standards and criteria prescribed by the Florida Statutes, as well as Escambia County Standards. A precast structure was selected to reduce construction time to facilitate the re-opening of the roadway.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 - Pensacola, FL: Senior Structural Engineer. Phase 1- Stormwater: A multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property and develop construction plans for a 65 acre technology park. The development occurred in multiple phases over the 6 years. The site/civil design included surveying, land division and platting, roadway design, on-site Stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, construction of box culverts and site lighting (and support structures for site lighting/intersection signalization). Construction administration was provided as necessary to approve pay requests and complete certification of permits. The Center is only the second LEED Gold–certified building in the state of Florida.

Canal Street Roadway Improvement – Milton, FL: Structural Engineer. The scope included removal and replacement of the entire roadway section. In addition, utility relocation was a big component of the work, including overhead power improvements, water and sewer adjustments, new curb and gutter, period street lights, new sidewalks, accessibility improvements, landscape improvements, and a new, modern signal at the intersection of Canal Street and Highway 90. This project was LAP Project & CDBG funded. Also provided design and construction inspection.

Pensacola Beach Toll Booth Renovations – Pensacola Beach, FL: Mr. Williams was a Structural Engineer on the 1999 modifications, which included the widening of lanes, the addition of administrative office space and parking facilities, restrooms conforming to ADA requirements, and a state-of-the-art computerized toll system.





SCOTT MILLS, PSM, PLS

SURVEYING/MAPPING/GIS SERVICES

Education: University of West Florida

Registrations: Professional Surveyor and Mapper: FL #LS5509, AL #20892

Years with BDI: 32; Other Firms: 8

Introduction

Mr. Mills is the Pensacola Survey Manager. He has been land surveying with BDI for 26 years and for 7 years previously with an engineering firm in Huntsville, Alabama. His responsibilities include project management, staffing and scheduling, client relations, contracting, department supervision, and quality control. His experience is extensive in virtually every type of survey to include Right of Way, Boundary, Topographic, Photogrametric, Sectional, Construction, Geodetic and Control, ALTA/ACSM, Condominiums and Subdivision Surveys. Mr. Mills has managed many large-scale projects for County and City municipalities, FDEP, DOT, various utility companies such as ECUA, SWUC, FRUS, DWU and SSRU, private industries, commercial developments and federal government.

Experience

Roadway Improvements for US Highway ACT 90 (SR-10) – Navy Federal Credit Union – Escambia County, FL: Responsibilities included widening and resurfacing design, FDOT Permitting for utilities, widening, and driveway connection and drainage design. (2014)

Pensacola Beach Parking Lot and Secondary Roadway Improvements – Santa Rosa Island, FL: Responsibilities included design of proposed improvements for the milling, resurfacing, and drainage of existing surfaces. (2014)

Escambia County Road Improvement Projects – Escambia County, FL: Project Manager for the improvement of dozens of roads located throughout Escambia County. These road projects included Boundary and Topographic Surveys, as well as Right of Way Acquisition Mapping and covered hundreds of miles of rural roads.

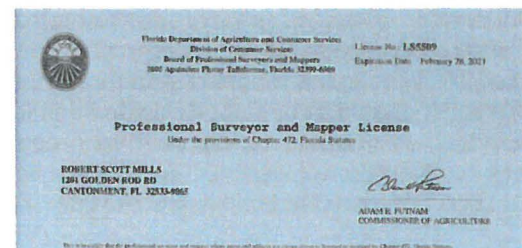
Escambia County Miscellaneous Road Paving Projects (Open-End Contract) – Escambia County, FL: Project Surveyor for the last 10 years for paving and drainage projects throughout the county. These projects required topographic/route surveys, deed research, and sectional and Right-of-Way surveys.

University Parkway Roadway Widening and Realignment – Escambia County, FL: Project Surveyor on the widening and realignment of a 2.2 mile four-lane divided highway. This project included the addition of bike lanes, sidewalks, and lighting and signalization.

SR 79 (from U.S. 98 to ICWW) Design Surveys – Panama City, FL: Project Manager design surveys for State Road 79, which included the development of all roadway and structure geometry, design of stormwater treatment and conveyance systems, and the identification of Right-of-Way requirements.

Pensacola Beach Roadway Improvements – Pensacola Beach, FL: Design surveys and construction control for roadway and intersection improvements.

FDOT Turnpike District – Southern FL: Survey Manager on the design surveys of miscellaneous sites around Southern Florida, including SR 92, the Florida Turnpike, and Veteran's Parkway.





KEITH GUTHRIE, P.E. TRANSPORTATION/TRAFFIC ENGINEER

Education: MS, Civil Engineering, Florida Institute of Technology; BS, Civil Engineering, University of Missouri-Rolla
Registrations: Professional Engineer: FL #47905
Certifications: State of FL Advanced MOT
Years with BDI: 10; Other Firms: 18

Introduction

Mr. Guthrie presently serves as Sr. Project Manager and Sr. Design Engineer on Civil and Transportation projects. He has worked with federal, state, and local government clients on projects throughout the Florida panhandle. His responsibilities include project design and management of roadway and stormwater projects involving PD&E studies, urban and rural roadway design, utility coordination, stormwater collection, treatment and attenuation, permitting, and construction management. Mr. Guthrie also prepares environmental documents, drainage reports, and stormwater master plans. He is currently working on a local government PD&E Study (Escambia County), drainage projects in Wakulla and Walton Counties, and the design of major roadway projects for Santa Rosa and Escambia County.

Experience

Via De Luna Roadway Improvements – Pensacola Beach, FL: Engineer of Record. The project consisted of the design, permitting and CEI of 3.44 miles of a four lane divided urban roadway with bike lanes, sidewalks, trolley stops, drainage, major utility relocations, traffic signals, maintenance of traffic (MOT), signage and pavement markings. Cost \$14.0 M

Pinestead/Longleaf PD&E and Design – Escambia County, FL: Transportation Engineer. Located between Pine Forest Road and Highway 29, this corridor is a major highway and a vital link in the completion of an East-West Corridor. BDI was selected by Escambia County to complete a PD&E study, as well as the roadway design of the preferred route. BDI's task included survey and mapping services, public involvement, environmental permitting and roadway design. As Landscape Architect, Dave was in-charge of all landscaping as outlined in the project. This project was a jointly funded project with FHWA, FDOT and Escambia County and required close coordination with these agencies, as well as extensive public involvement.

Prieto Drive Improvements – Escambia County, FL: Roadway design for the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Drainage design included a vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Fort Pickens Roadway Improvements – Pensacola Beach, FL: Engineer of Record. The project consisted of the design, permitting and CEI of 2.0 miles of 2 lane urban and rural roadway including bike path, drainage, utility relocations, landscaping, irrigation, maintenance of traffic (MOT), signage and pavement markings. Cost \$3.3M

Sandy Hollow Roadway Improvements – Escambia County, FL: Project Manager/Engineer of Record. The project consisted of the design, permitting and limited CEI for the construction of 2.5 miles of Rural roadway and drainage improvements including right-of-way determination and land acquisition assistance, road, drainage, water main construction, utility coordination, signing and pavement markings. Cost \$1.2M

Navy Federal Credit Union - Brian L. McDonnell Center Phase II, – Pensacola, FL: Transportation Engineer: Phase II is a continuation of development on the 300 acre parcel in northwest Escambia County, Florida. The Phase 2 development area is located north of the existing 4-H pond and west of Navy Federal Way. The project includes two multi-story office buildings, two multi-level parking decks, access roads, retaining walls, one bridge, one overpass, Stormwater management facilities, and utilities to support the buildings and improvements.



SUBCONSULTANTS



MIKE MARSHALL, A.I.A.

ARCHITECT –SAM MARSHALL ARCHITECTS

Education: Master of Architecture (1987) Texas A & M University
Bachelor of Business Administration (1980) Texas A & M University
Registration: Alabama, Florida, Registered Architect
Years with Sam Marshall Architects: 31; Other Firms: 0

Introduction

Mike Marshall joined Sam Marshall Architects in 1988, he is a registered architect with specific experience in projects for governmental agencies in Northwest Florida, working with facilities management, with staff members, and with administrators. As a project architect he has gained a knowledge of area soils / topography, utilities systems, and construction process that provide the necessary background for his role on this contract.

Experience

Emerald Coast Utilities Authority CWRF – Escambia County, FL: Role: Architect. This warehouse was designed to store and repair emergency generators for the ECUA lift stations around the Escambia County area. It contained indoor and outdoor covered storage areas, a maintenance shop, and offices, training rooms and employee break areas and showers. The facility is designed to withstand hurricane force winds.

Mobile Area Water and Sewer System (MAWSS) – Mobile, AL: Role: Architect. This project, was designed to house electrical equipment and switchgear for the Mobile area Waste Water Treatment Facility. The building had to be elevated due to its proximity to Mobile bay. Construction Administration was included in our scope of services on this project.

Wakulla WWTF, Administrative Office Building and Lab – Sopchoppy, FL: Role: Architect. This project was for the design of a new Administrative office and Lab for the Wakulla Waste Water Treatment Facility. Administrative spaces included offices, a conference room, and an employee break room. The building also included a motor control center for plant processes.

Destin Water Users, Lab Reroofing – Destin, FL: Role: Architect. This project consisted of reroofing an existing lab building at the Destin Water Users Reclamation Facility. Construction administration was included in our scope of work on this project.

Chipley WWTF, Administrative Office Building and Lab – Chipley, FL: Role: Architect. This project was for the design of a new Administrative office and Lab for the Chipley Waste Water Treatment Facility. Administrative spaces included offices, a conference room and an employee break room. Construction Administration was a part of the scope of work for this project.





AL BROWDER, Ph.D., P.E.

COASTAL ENGINEER – OLSEN ASSOCIATES, INC.

Education: PH.D., Coastal Engineering;
M. Eng., Coastal Engineering;
B.S., Mechanical Engineering

Registration: Professional Engineer: AL #26227; FL #57403

Affiliations: Diplomate Coastal Engineering- ASCE Academy of Coastal, Ocean, Port & Navigation Engineers; Member of American Society of Civil Engineers, Florida Shore and Beach Preservation Association, and American Shore and Beach Preservation Association

Years with Olsen Associates: 20; Years with other firms: 3

Introduction

Dr. Browder is a Principal Engineer and Vice-President of Olsen Associates, Inc., in Jacksonville, FL. He performs project management, site investigation, planning, studies, engineering, design, permitting, and construction management functions for a wide variety of coastal engineering projects.

Experience

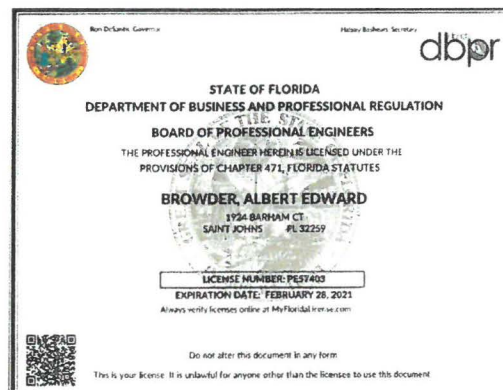
Pensacola Beach Nourishment Project – Pensacola Beach, FL: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 4.3M cy beach fill project (2002-2003) and 3.0 Mcy (2005-2006) and 1.8 Mcy (2016) emergency and maintenance renourishment projects, project bidding, contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

Orange Beach/Gulf Shores Beach Nourishment Project – Orange Beach/Gulf Shores, AL: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 7.9M cubic yard beach fill project (2005-2006) and 2.3 Mcy maintenance renourishment project (2012-2013), project bidding and contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

2016 Longboat Key Beach Renourishment Projects – Longboat Key, FL: Coastal Engineer- Multi-phase renourishment including two channel dredging and beach nourishment project elements (450k cy) and two upland source truck haul nourishment project elements (240k cy). Also responsible for project bidding, contract management, permit compliance, post-construction monitoring, and FEMA Project Worksheet closeout.

Perdido Pass Inlet-Sand Management Study/Plan – Orange Beach, AL: Coastal Engineer- Inlet and sand management study and plan for shallow-draft Federal navigation channel at Perdido Pass in Orange Beach, AL. Performed historical, analytical, and numerical analyses of coastal engineering processes at the Pass, which is routinely dredged, with the objective of developing a plan of management of both the Pass and the adjacent Gulf of Mexico beaches as a comprehensive sand management system. Consulting engineer to the City of Orange Beach, AL for the implementation of management plan objectives.

South Amelia Island Beach Renourishment Project – Amelia Island, Nassau County, FL: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 2.1M cubic yard beach renourishment project (2011), project bidding and contract management, permit compliance, and post-construction monitoring.





CHRISTOPHER GARICK, P.E., RCDD

ELECTRICAL ENGINEER – HG ENGINEERS

Education: BS, Electrical Engineering, Mississippi State University
 Registrations: Professional Engineer: Florida, Alabama, Mississippi, Texas, Colorado, Illinois and Georgia Registered Communications Distribution Designer (RCDD) Building Industry Consulting Services International (BICSI)
 Years with HG Engineers: 23; Years with other firms: 3

Introduction

Christopher Garick is an Owner and Electrical/Telecommunications Engineer with HG Engineers. His role is to oversee the day-to-day operations, so all employees of the firm provide services in a coordinated effort. Chris has 26 years of consulting engineering experience in lighting, power, telecom and signaling systems. His experience includes projects in all area all across the continental US and in Germany and Japan. Chris's design experience includes campus electric utility distribution design, campus lighting design, and building interior and exterior power, lighting telecommunications, and fire alarm system design. Construction design experience includes new and renovated schools, multifamily housing, office buildings, high rises, industrial and healthcare facilities. His experience encompasses being a consultant to Architects and Contractors as well as being a project manager for prime electrical projects for commercial and government clients.

Experience

Okaloosa County Administrative Building – Fort Walton Beach, FL: Provide electrical and audio-visual engineering construction documents for the approximately 63,653 sq. ft. three-story office building and single-story building for the board of commissioners' offices and meeting room.

City of Fort Walton Beach Recreation Center and Sports Field – Fort Walton Beach, FL: Electrical engineering design for new 30,000 sq ft gymnasium and multi-function building and complete site to include five baseball fields and five softball fields, a mile walking sidewalk track and associated parking. The design includes typical power, lighting and fire alarm systems.

Escambia County Courthouse – Pensacola, FL: Electrical engineering design on the 4-story, 38,000 square foot building, which included the commissioners conference room with press facilities. \$25M

City of Fort Walton Beach Fire and Police Station – Fort Walton Beach, FL: Electrical, telecom, emergency power, fire alarm and security design for a new 20,000 sq ft two story police building and renovation of adjoining fire station which includes moving truck bays and lighting for new parking area. \$4.2M

Fort Walton Beach Housing Authority – Fort Walton Beach, FL: Electrical upgrades of 124 housing units including smoke detectors, power wiring and lighting fixtures. Also added provisions for electric ranges. \$1.4M

Destin Water Users Arc Flash – Destin, FL: Provide ArcFlash calculations for electrical systems with a voltage greater than 120 volts. The electrical equipment to be studied is located: 1) Local Treatment Plant for complete electrical distribution system with exception of MCC's under current design and/or construction. 2) Two Booster Stations and six wells. 3) The four basic electrical equipment configurations for the 78 Lift Stations. To accomplish calculations will involve surveying the electrical systems to verify accuracy of existing documentation and modeling all the electrical systems in EasyPower software. The study shall also produce electrical work orders.

Walton County Wastewater Treatment Facility – DeFuniak Springs, FL: Provide electrical and controls consultation during the update review, bidding and construction phases of the listed project.





LANE DORMAN, P.G.

ENVIRONMENTAL – GEOSYNTECH CONSULTANTS

Education: M.S., Hydrogeology, Clemson University
B.S., Geology, University of South Alabama
Registration: Florida Professional Geologist: PG2861
Years with Geosyntec Consultants: 11; Other Firms: 0

Introduction

Mr. Dorman provides technical expertise and guidance for hydrogeological projects in the Gulf Coast region. His professional experience has included nonhazardous and hazardous waste management; site investigation; contaminant fate and transport evaluations (including groundwater modeling); remedial technology feasibility studies, remedial technology pilot testing and selection; and remediation system design, construction, operation, maintenance, monitoring, and optimization. Mr. Dorman has delineated site contaminants to stringent regulatory endpoints and implemented remedial measures at dozens of sites with recalcitrant compounds in soil, groundwater, and indoor air.

Experience

Nitrous Oxide Manufacturing Plant Closure – Northwest FL: Project manager for expedited environmental assessments and remedial actions following the demolition of a nitrous oxide manufacturing facility. The project involved identification of site-specific constituents of potential concern (COPCs), COPC delineation, regulatory approval of a site assessment report, development of a request for bid, management of the bidding process, regulatory negotiations, subcontractor selection, subcontractor oversight, and site closure. Investigation, remediation, and regulatory reporting activities at this site were completed in approximately one year.

Groundwater Hydraulic Containment System – Northwest FL: Project manager of a diverse team of engineers, geologists, and scientists tasked with the characterization and ultimate remediation of groundwater impacts below and adjacent to surface impoundments at a coal fired electric power utility. The project included regulatory negotiation and approval of the conceptual design, followed by detailed design of an interim groundwater extraction and conveyance system. Expedited implementation activities included extraction well installation and testing, procurement support, and construction/engineering management (e.g., coordination of communication among multiple subcontractors/vendors to achieve a demanding field schedules). Mr. Dorman oversaw system startup testing and ongoing system operation, performance evaluation, and reporting.

Escambia County Division of Solid Waste Management – Pensacola, FL: Mr. Dorman analyzed and interpreted hydrologic data collected near the Beulah Landfill to evaluate groundwater-surface water interactions. Mr. Dorman prepared potentiometric surface maps and lithologic cross-sections summarizing groundwater flow and hydrogeologic conditions at the site. Based on results of this study, FDEP approved a monitor-only remedy in lieu of aggressive remediation proposed by others.

Alternate Source Demonstration – Northwest FL: Mr. Dorman led an investigation into the potential source of mercury detections in surface water samples above Florida's in stream surface water quality criterion. Supplemental investigations found that mercury was naturally occurring and, based on a strong correlation with iron, likely released during iron-mineral dissolution resulting from natural variations in geochemical conditions.

Hexavalent Chromium Remediation – Pensacola, FL: As the waste management coordinator, Mr. Dorman was responsible for daily and weekly inspections of primary and satellite hazardous waste accumulation areas, nonhazardous waste staging areas, proper labeling of waste containers, waste sampling, and classification.

FDEP – Pensacola, FL: Mr. Dorman managed multiple former dry cleaner (DC) sites. High-resolution site characterizations (HRSA) at these former DC sites identified impacts from DC operations in subsurface media. Tasks associated with HRSA included planning and oversight of direct push technology (DPT) soil sampling, DPT groundwater sampling, modified active gas sampling (MAGS), and permanent monitoring well installation.





LOGAN FOWLER, P.E.

GEOTECHNICAL ENGINEER – SOUTHERN EARTH SCIENCES, INC.

Education: BS, Civil Engineering, Florida State University

Registrations: Professional Engineer: FL, ACI Concrete Field Testing, FDOT Advanced Maintenance of Traffic Certification, FDOT Concrete Field Inspector, Asphalt Plant I, Earthwork Construction Inspector I

Years with SESI: 8; Years with other firms: 1

Introduction

Logan joined the Southern Earth Sciences, Inc. (SESI) team in 2011 as a staff engineer. Since his employment, he has performed numerous geotechnical investigations, which have included classification of soils, laboratory testing, engineering design calculations, and field exploration. His daily activities include geotechnical evaluation, project scope and cost proposal preparation, site visits, oversight of drill crews, project management, and office oversight. Logan is the Panama City Beach Branch Manager and will serve as the Geotechnical Engineer of Record on this contract.

Experience

Proposed Apartments – Harbor Blvd., Destin, FL: Geotechnical investigation for new multi-family development near Harbor Blvd. Services included geotechnical evaluation for building foundations, stormwater facilities, and pavement.

Vintage Destin Apartments – Destin, FL: Geotechnical evaluation of a new apartment complex site, which included borings for foundation design of multiple multi-story apartment buildings, stormwater facilities, retaining walls, and pavement.

Inlet Beach Pedestrian Underpass – Inlet Beach, FL: Geotechnical evaluation of new pedestrian underpass beneath SR 30 in western Bay County. The investigation included cone penetration test (CPT) soundings within the right-of-way, determination of seasonal high groundwater, and recommendations for construction alternatives.

Siebert Avenue Subdivision – Destin, FL: Geotechnical investigation for new subdivision, which included soil borings for stormwater exfiltration system design.

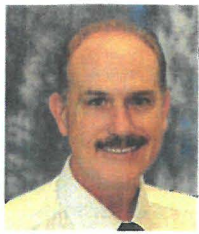
SR 30 (US 98) Widening – Destin, FL & Walton County, FL: Geotechnical materials testing and consulting services for approximately seven miles of roadway slated for widening, utility, and pedestrian improvements.

Southern Cross Plantation – Destin, FL: New subdivision in Destin. Geotechnical borings and double ring infiltrometer testing for stormwater facility design.

CR 386 Reconstruction – Gulf County, FL: This project consists of geotechnical engineering for 19.5 miles of resurfacing, paved shoulder additions, and extending/replacing five cross drains. Four of the box culverts will be extended and one CMP cross drain will be replaced. SESI performed soil classification, resilient modulus, corrosion testing on soil and water, asphalt evaluation, and soil borings. The construction budget for this FDOT funded project is approximately \$11.6 million. The project adheres to FDOT specifications.

East Point Washington Rd. – Santa Rosa Beach, FL: This project in south Walton County consisted of design services for new road construction. The total project length is approximately 0.75 miles. Approximately 2300 lineal feet is an existing dirt road and the remaining 1700 lineal feet is new construction. The realignment will extend through two wetland areas and consist of a new asphalt pavement section throughout the length of the roadway with two bridges extending through the wetland areas. Bridges may be up to 200 feet in length, each. SESI is providing geotechnical services for roadway and structure design. SESI will also support the CEI consultant during construction. This project will adhere to FDOT specifications.





JOSEPH APPLGATE, P.G.

HAZARDOUS WASTE – GEOSYNTEC CONSULTANTS

Education: MS, Geology, Florida State University
BS, Geology, Illinois State University
Registrations: Professional Geologist: FL No. 1067
Years with Geosyntec: 3; Years with other firms: 30

Introduction

Mr. Applegate has managed numerous State of Florida Superfund, State Hazardous, Drycleaning Solvent, State Owned Lands and Site Investigation, Brownfields, Petroleum, and Former Manufactured Gas Plants. As a former FDEP Superfund and State Site Project Manager in Tallahassee, he worked constructively with FDEP representatives in Tallahassee and the FDEP districts and as a result has established a close relationship and level of trust with regulatory personnel. This relationship is based on working with the FDEP and U.S. Environmental Protection Agency (U.S. EPA) for over 33 years on projects in Florida.

Experience

Environmental Forensic Assessment and Technical Services – FL: Contract Manager for a 5-year contract to conduct forensic assessments and other technical services for the FDEP. This work includes evaluating timing and sources of releases of various chemicals of concerns, often using multiple forensic analyses including chemical fingerprinting, isotopic/geochemical tools, molecular biology, and advance site characterization tools. The FDEP has entrusted multiple high-profile projects to Geosyntec and Mr. Applegate's management including a vapor intrusion project where multiple buildings at a high school had been affected by petroleum odors/vapors. Measures implemented at the recommendation of his team's work helped to reduce indoor vapor concentrations to below USEPA screening levels.

State of Florida Consolidated Environmental Programs Contract Manager – FL: Mr. Applegate was Contract Manager for another consultant's FDEP Bureau of Waste Cleanup Consolidated environmental programs that included four FDEP environmental programs: Hazardous Waste and Dry-cleaning Solvent Cleanup Program; Site Investigations and State-Owned Lands; CERCLIS Site Screening, and Brownfields Assessment and Cleanup. Mr. Applegate has managed many projects and programs in these various programs over the past 28 and has trusted relationship with FDEP staff.

State of Florida Petroleum Restoration Program – FL: Mr. Applegate is a senior peer reviewer and regulatory support specialist for Geosyntec's FDEP Petroleum Restoration Contract for assessment and remediation of retail and other petroleum-related sites throughout the state of Florida. Mr. Applegate has provided high level strategy development and regulatory support and interaction for ARCADIS' Petroleum Cleanup Contract. Mr. Applegate has positive relationships with FDEP senior managers, program and project managers, and FDEP contract managers.

Large Superfund Remediation Project – Santa Rosa County, FL: Project Director for a large Superfund remediation project. Mr. Applegate is the project director for a large Superfund remediation project involving chlorinated solvents and an 800 gallon per minute groundwater extraction and treatment system. The project is a fixed price remediation project involving environmental insurance products and long-term operation, maintenance, and regulatory reporting.

Tetrachloroethene Investigation – FL: Directed a tetrachloroethene (PCE) investigation at a chemical wholesale facility in Florida. PCE had affected groundwater to depths of over 100 feet below land surface and an aerial extent over two city blocks. The investigation was completed over a 12-month period, where two other consultants had failed in completing the assessment (they had spent over ten years assessing the site). The assessment was subsequently approved by the state agency, and Mr. Applegate directed the Remedial Action Plan to address soil and groundwater assessment.





GENE SCHMIDT, P.E., LEED® AP

HVAC/MECHANICAL

Education: BS, Mechanical Engineering, University of South Alabama

Registrations: Professional Engineer: FL #36948, AL #15709, CA #23916, GA #PE01576, LA

#0030875, MS #14360, OH #79069, SC #27208; NCEES #7221; NCEES #7221; AABC Certified

Commissioning Agent (CxA); Certified Plumbing Designer (CPD); GBI Green Globes Professional (GGP); USGBC LEED BD+C Accredited Professional

Years with HG Engineers: 32; Years with other firms: 6

Introduction

Mr. Schmidt has led SCG for over 30 years and has extensive experience in facilitating all aspects of the design and construction process for municipal, commercial, federal, and educational facilities including: planning; facility assessments and other studies; construction administration; HVAC, mechanical, fire protection, and plumbing design; and commissioning, with specialized experience in energy conservation, indoor air quality investigations/remediation, and geothermal design. He has thorough understanding of energy efficiency and solutions to minimize energy costs. His extensive design experience, coupled with his understanding of mechanical and HVAC systems operations and maintenance, provide him with an ideal background for this project. His understanding of climatic conditions, building codes, and local regulations in Northwest Florida will be an asset to the project team.

Experience

Escambia County Board of Commissioners – One Stop Facility – *Pensacola, FL*: Mechanical/HVAC engineer for the new \$11 million, 76,000 SF two-story central office which consolidated departments of Building Inspections, Environmental Enforcement, Fire Safety, Community and Environmental Services, Geographic Information Systems, Animal Control, Engineering, and Transportation. The green roof provides inherent thermal insulation properties, reduces storm water impact, and reduces internal energy demand for cooling and heating. High efficiency HVAC systems, low water-use plumbing fixtures, and daylighting were used to further decrease energy costs.

City of Gulfport Municipal Complex – *Gulfport, MS*: Mechanical/HVAC Engineer for a \$20 million, two-phased, three-story new facility. Phase I included a 57,000 SF Police HQ and Municipal Courts Facility. Phase II included approx. 50,000 SF of municipal services space. Designed as a first responders' shelter to FEMA 361 standards. Supplied with water wells for treated fresh water supply, and supplemental sewage management for emergency events. 100% conditioned air and humidity control were provided for personnel and equipment operation in an emergency event.

VT Mobile Aerospace Engineering, Maintenance Repair and Overhaul Facility – *Pensacola International Airport, FL*: Mechanical/HVAC Engineer for the new, \$37M MRO hangar which services aircrafts including the B777, B757, and A320 family. The new HVAC system has multiple chilled water air handlers. The chilled water system consists of one 200-ton air-cooled chiller serving a variable primary pumping chilled water distribution system with a single distribution loop.

City of Pensacola – Fire Station No. 1 New Facility – *Pensacola, FL*: Mechanical/HVAC engineer for the design of a new \$3.1 million, 20,000 SF fire station. The design was developed to meet all codes and standards, and the building was hardened to withstand a hurricane. Pensacola City Hall was severely damaged by Hurricane Ivan, a Category 3 storm, and Fire Station No. 1 was used as the base operations location for City Management.

Gulf Coast State College Advanced Technology Center – *Panama City, FL*: Mechanical/HVAC Engineer for the new, \$31.3 million, 3-story, 80,193 SF Advanced Technology Center. Mr. Schmidt evaluated the campus' central chilled water utility and developed a solution to increase its capacity and efficiency, eliminating the need for a new dedicated building system. LEED Gold Certified.



CRYSTAL TOWNS, P.G.

HYDROGEOLOGIST

Education: M.S., Geological Sciences, University of Alabama, 2008
B.S., Geology, Millsaps College, 2004
Registrations: Professional Geologist : PG2958 (FL), 1476 (AL)
Years with Geosyntec: 7; Years with other firms: 0

Introduction

Ms. Towns is a hydrogeologist with experience in site assessment and environmental compliance. Her project work has included site reconnaissance, compliance and site history research, collection and analysis of hydrogeologic data, site assessment and final report production for projects. She is also proficient in database management, and soil and groundwater sampling for regulatory compliance and site characterization. Other project responsibilities have included preparation of site reports, interaction with client representatives, direct oversight of field investigations and management of subcontractors, preparation of bid specifications, preparation and review of site investigation data, and review of regulatory agency records.

Experience

Landfill Expansion Permitting, Santa Rosa County, Central Landfill – Milton, FL: Performed aquifer testing at the site and assisted with collection of water quality samples according to applicable FDEP SOPs.

Groundwater and Hydrogeologic Services for Beulah Landfill, Escambia County Waste Services Department – Pensacola, FL: Assisted with the design and field planning of a hydrologic study to evaluate groundwater-surface water interaction in a section of creek that borders the Beulah Landfill. Field activities included staff gauge installation, piezometer installation, and water level measurements.

Groundwater and Hydrogeologic Services for Perdido Landfill, Escambia County Waste Services Department – Pensacola, FL: Provided field oversight for monitoring well installation and decommissioning activities. Conducted technical reviews of semi-annual monitoring reports for the landfill. Verified field data was reported accurately and met regulatory compliance, conducted a quality assurance/quality control review of the analytical data, and developed potentiometric surface maps to provide a hydrogeologic interpretation of groundwater flow.

FDEP Waste Cleanup and Site Investigation Section – Escambia and Franklin Counties, FL: Conducted field activities, including groundwater and soil sample collection, soil logging, and monitoring well installations, for several State-Owned Lands sites. Served as lead field coordinator during assessment activities conducted at an active industrial laundry facility. The activities were designed to characterize the nature and extent of existing impacts in the vadose zone and shallow surficial groundwater that may be contributing to a deeper groundwater plume. She performed direct push technology (DPT) soil sampling, lithology characterization and logging, Modified Active Gas Sampling (MAGS) well installation, and DPT groundwater sampling. The scope of work required coordination of the field team with the facility managers and a night-time work schedule.

Guillemard Street PCE Plume Site, Florida Department of Environmental Protection Waste Cleanup Division – Pensacola, FL: Responsible for the groundwater monitoring program, including performance water quality sampling, data evaluation, preparation of potentiometric surface maps, and report preparation on an annual basis. She interacts with regulatory agency to discuss conclusions and recommendations for future monitoring.

Site Assessment and Remediation, Mahogany Mill Boat Ramp Site, Escambia County Neighborhood and Human Services Department – Pensacola, FL: Performed discrete-depth soil sampling in a grid layout to delineate vertical and horizontal impacts. Soil samples were field screened with a photo-ionization detector (PID) and flame ionization detector (FID) to preserve the health and safety of field samplers and to identify potential VOC impacts. Her duties also included compilation of collected data, GIS figure preparation, and preparation of the site assessment report.





KWASI BADU-TWENEBOAH, Ph.D., P.E.

SOLID WASTE – GEOSYNTEC CONSULTANTS

Education: PhD, Geotechnical Engineering, University of Florida
MS, Geotechnical Engineering, Arizona State University
BS, Civil Engineering, University of Science & Technology, Ghana
Registrations: Professional Engineer: FL No. 42460
Years with Geosyntec: 31; Years with other firms: 3

Introduction

Dr. Badu-Tweneboah is a geotechnical engineer with over 30 years of experience managing solid waste and other industrial projects and programs for public and private sector clients. He is a registered professional engineer in Florida that is very familiar with the Florida solid waste regulations, and have extensive experience negotiating with the FDEP Solid Waste Section. Dr. Badu-Tweneboah was a major contributor on the Task Force assigned by FDEP rewriting the Florida solid waste rules and regulations (Chapter 62-701, Florida Administrative Code) in 1990. He was also a member of the Technical Advisory Group (TAG) on post-closure care research project sponsored by the Hinkley Center for Solid & Hazardous Waste Management. Dr. Badu-Tweneboah has worked as a program manager, project manager, and engineer-of-record for the design, permitting, operation, closure, and construction of solid waste management projects in Florida and throughout the U.S. He has published more than 50 papers on landfill design, closure, and other solid waste issues; and regularly speaks at technical conferences on innovative containment system design.

Experience

Coyote Sites Closure Evaluation – Santa Rosa and Walton Counties, FL: Project Director and technical review for this, initially, fast-track construction and demolition (C&D) debris disposal facility evaluation and closure design project for FDEP. Geosyntec mobilized to the 20-acre facility to meet with FDEP and Escambia County staff and perform a comprehensive site inspection, which included LFG and hydrogen sulfide (H₂S) measurements and cover thickness evaluations. Using the H₂S data collected, Geosyntec performed air dispersion modeling to prioritize discrete disposal areas for closure that were most significantly contributing to the offsite odors. Geosyntec prepared construction drawings and specifications for final closure of the facility, and subsequently conducted site assessments to document observations of the closure plan implementation (performed by others), identify areas of deficiency, and provide recommendations.

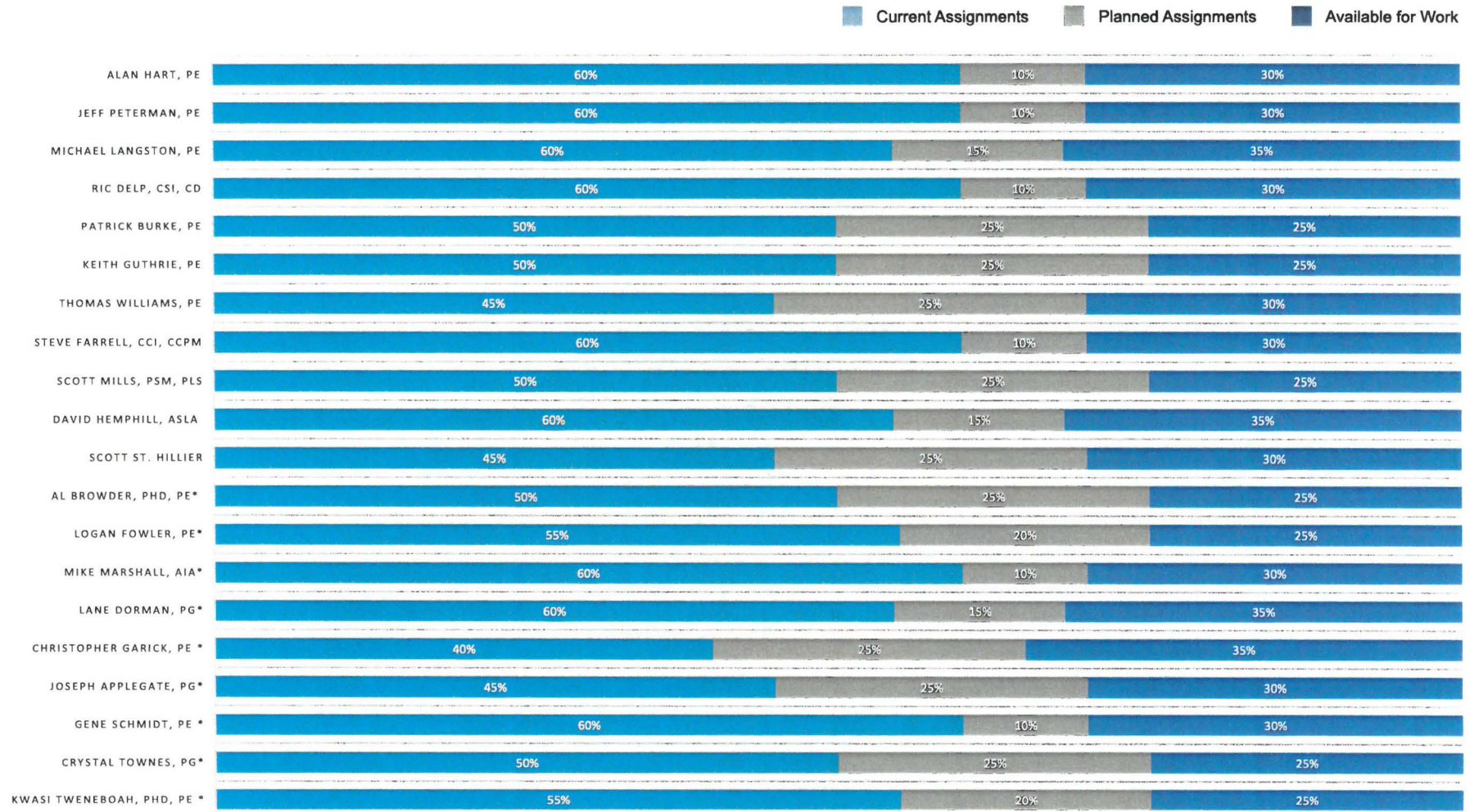
Rolling Hills Odor Mitigation and Closure Design – Pensacola, FL: Field engineer for evaluation of this high profile 20-acre C&D debris disposal facility. The comprehensive site inspection included LFG and hydrogen sulfide (H₂S) measurements for the development of an air dispersion model to offsite odor transport and performing test boreholes to evaluate the existing cover thickness. Mr. Rivera assisted with the preparation of construction drawings, technical specifications, and closure cost estimates for final closure of the facility.

JED Solid Waste Management Facility – Osceola County, FL: Project Director and technical reviewer for several design and permitting projects at the JED Class I (MSW) facility including: (i) a 100-acre lateral expansion; (ii) an intermediate permit modification for the construction of a 25-acre partial closure system at the active site; and (iii) a permit modification for the retrofit of the existing leachate

storage facility with an aeration system to pre-treat leachate prior to off-site disposal. The lateral expansion involved close collaboration with the client to identify site development needs and logistical constraints to maximize potential airspace and corresponding site life. He also served as the project manager and engineer-of-record for the preparation of Title V Air Operation Permit and Air Construction permit modification applications as part of the overall lateral and vertical expansion of the facility. Dr. Badu-Tweneboah also served as the engineer-of-record for the preparation of construction documents, procurement support for the partial closure and GCCS for Phase 1 of the landfill facility; and served as the CQA engineer-of-record for the Phase I construction of the GCCS that includes: (i) installation of header pipe; (ii) installation of a condensate management system; (iii) construction of 29 vertical gas extraction wells; and (iv) installation of a flare/blower system. Dr. Badu-Tweneboah also prepared quarterly gas migration monitoring reports for the facility and is currently preparing a Landfill Gas Compliance Monitoring and Maintenance Plan for the facility.

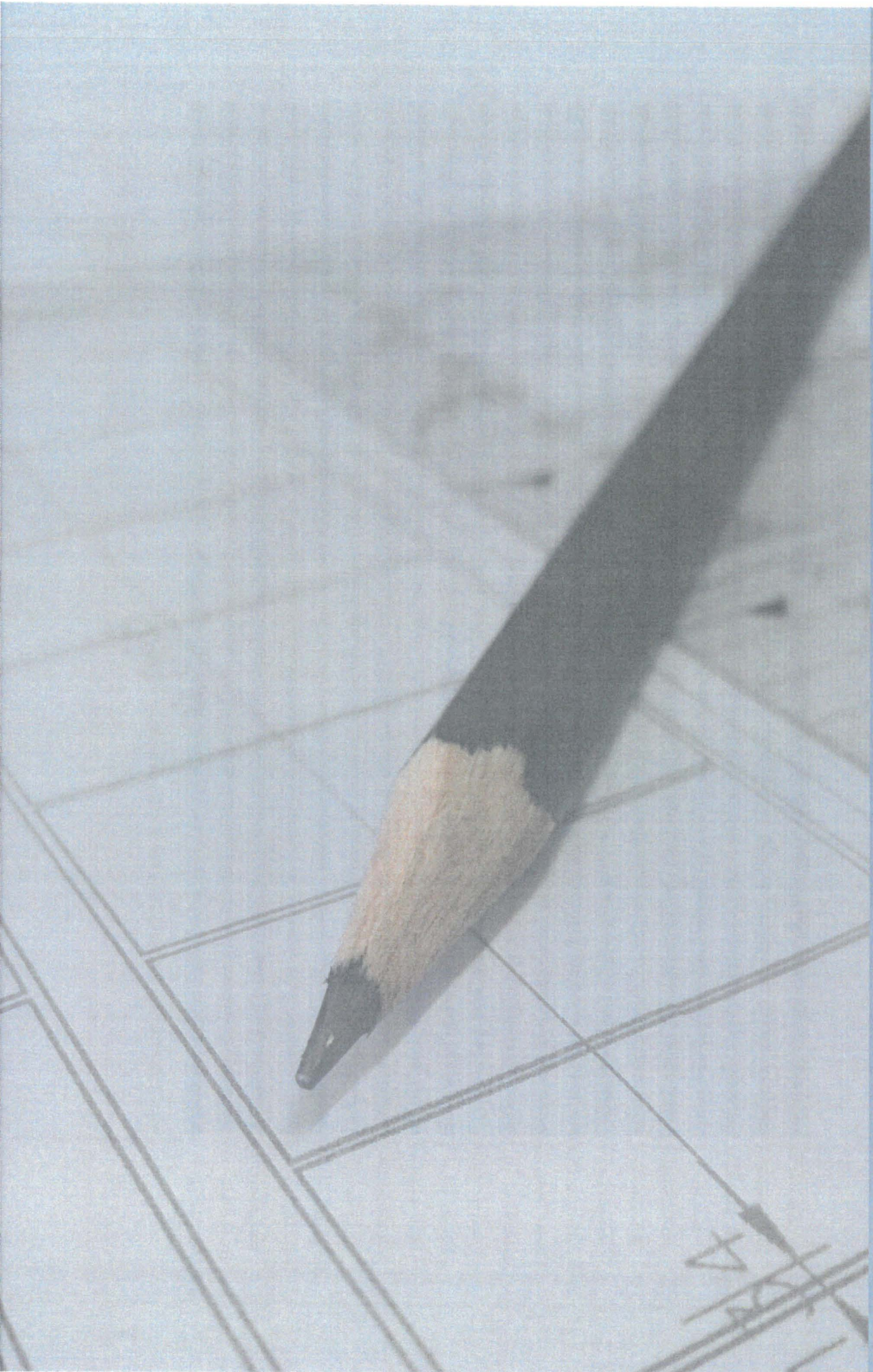


BDI TEAM AVAILABILITY



*Denotes Sub-Consultant who will perform more than 5% of the work in their service category

4. Understanding & Approach



PROJECT APPROACH AND METHOD

CITY OF DESTIN SPECIFIC PROJECT MANAGEMENT

Project Initiation Phase

The Project Initiation phase begins when the City of Destin Project Manager (PM) reaches out to Baskerville Donovan (BDI) with a Scope of Work that needs to be completed. BDI's staff includes nine highly qualified Project Managers (PM's) that represent the most experienced, proven project management talent that the engineering industry has to offer. Alan Hart, our Destin Regional Manager, will serve as the Project Manager for most projects under this continuing services contract. Under certain circumstances, Mr. Hart and senior BDI Staff will select a Project Manager with the appropriate skill set to complete the certain niche projects. During these instances, Mr. Hart will still be the main client contact for the projects and will work with the BDI Project Manager to ensure that the project continuity is seamless. During the Initiation Phase, BDI staff will develop a high-quality Project Management Plan (PMP). In fact, our production systems are custom-built around the individual talents of our project management staff. As such, our system is designed to allow BDI PM's the flexibility they need to develop customized PMP's that will accurately reflect the specific conditions surrounding each project assignment for City of Destin.

Once the Scope of Work has been reviewed and discussed, a site visit will be completed to gather information about the existing conditions and to start to develop, or amend the Scope of Services for the City's Task Order. At this point, our PM's will begin the PMP planning process with a comprehensive brainstorming session. This meeting will include key design team members, City of Destin professional staff, and any other stakeholders recommended for participation by the City. In almost every case, our experience has shown that local governments will identify a project manager to act as the primary professional point-of-contact for all work under a specific task or assignment. Our approach involves working as an extension of the local government project manager's project team. The BDI team will use the project initiation conference to work with the client to develop the fundamental basis for the PMP.

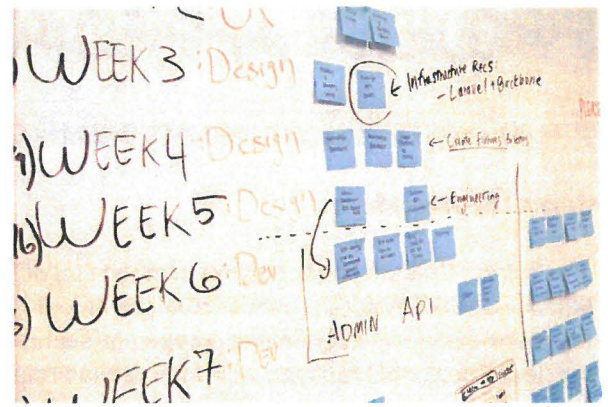
There are three major components that must be addressed during this Phase; Scope, Schedule, and Fee. Once the Scope of Services is completed and agreed upon by the City and BDI, BDI's assigned Project Manager will develop his team of in-house staff and required sub-consultants to complete the design process. At this point, the team will start to determine the fee and schedule for the project. Plans are often developed utilizing 30%, 60%, 90%, and final submittals to the City. The schedule will take into account sub-consultant schedules, staff hours, and City review time for each submittal. In the event that a project requires an expedited time frame, the amount of submittals may be reduced and compression of the schedule may be achieved. This Phase will require open communication between BDI and the City's Project Manager. Once Scope, Schedule, and Fee have been agreed upon, BDI will await a Notice to Proceed (NTP) in the form of a signed Task Order from the City.

Preliminary Design Phase

The Preliminary Design Phase begins when the City issues an NTP to BDI's Project Manager. The City and BDI have agreed upon the Scope, Schedule, and Fee, and the City has issued BDI a signed Task Order. During the Preliminary Design Phase, our team will begin the planning the project. We will work closely with City of Destin Staff to determine survey needs. Anticipated field information to be gathered includes topographic surveys and existing utility data for the project limits. GIS and Lidar data will be utilized where it is deemed appropriate. A regulatory assessment would also be part of this evaluation including isolation of potential jurisdictional lands within the project area and general subsurface conditions from published data. Should the regulatory assessment indicate jurisdictional lands within the project area, a delineation effort would be necessary to establish limits and other pertinent information within the project corridor. Similarly, rights-of-way, utility easements and other property ownership issues will also be identified based upon available information. Once we have received the survey and it has been vetted through the QA/QC process, our team, in concert with the City, will begin to lay out preliminary engineering design elements to help establish the best engineering solution for the project. Working closely with City of Destin staff, the result of this effort would be captured in the form of a Design Report to document the design basis and support the overall construction permits required.

Final Design Phase

Based on the Design Report, the Final Design Phase will commence. At this point, the primary production-phase role of the Project Manager is to direct the proper development of all project deliverables. At BDI, production-phase execution begins with the strategies, scheduling, and budgetary information included in the PMP. BDI will begin to develop a set of construction documents that will meet the requirements of the scope of services and allow the scope of work to be completed. BDI will take into account existing conditions, environmental constraints, right-of-way constraints, and any other issues that may directly impact the constructability of the project. BDI will develop all construction plans utilizing the City's latest CADD Standards, Design Standards, and Specifications. When required, BDI will pull from its database and wealth of experience to develop technical specifications for certain design circumstances. BDI will hold to the four phase submittal requirements (30%, 60%, 90%, and Final) unless there is a need to expedite the design phase. All phases will be subject to a strenuous in-house QA/QC process prior to submittal of each phase. This process is designed to eliminate mistakes and develop a constructible set of plans with minimal errors. This process will look at both superficial and engineered issues. In a nutshell, the more eyes that look at the project, the more opportunity there is to eradicate errors. Based on the Scope of Services, our team will help develop materials and attend any required Public Information Meeting (see "Public Information Meetings" section) to help educate and develop community support for the project.



Project Closeout

Once the final construction plans have been completed and the plans are ready to be signed and sealed, BDI will work closely with the City to get the project ready for bid and construction. As early as the 60% design phase, our team will begin to develop detailed project cost estimates that include pay item numbers and pay item notes. As the project continues to come closer to final design, our team will start to tighten up these cost estimates and formulate our Opinion of Probable Cost. Based on the final set of construction documents and the quantity takeoffs used to develop our Opinion of Probable Costs, we will also develop Bid Tabulation Sheets that will be used by the contractors to bid the projects. Again, based upon the Scope of Services, BDI will attend a pre-bid meeting, a pre-construction meeting with the City and the selected contractor, and attend any construction coordination meetings while the project is being constructed.

BASKERVILLE-DONOVAN, INC. SPECIFIC PROJECT MANAGEMENT

The "City of Destin Specific Project Management" section above is based on BDI's actual experience when dealing with the City on specific task orders developed under previous Continuing Services Contracts with the City. This section will discuss the internal Best Management Practices (BMP's) that BDI follows for all engineering projects, regardless of the client.

Project Coordination

BDI is committed to ensuring that all project professionals and sub-consultants, regardless of discipline, are well coordinated, effective and efficient. At BDI, the Project Manager is responsible for ensuring successful team coordination and that all project elements and disciplines will be well coordinated and efficient. For this City of Destin RFQ, BDI has proposed several unique checks and balances that will assist Alan in providing a well-coordinated effort:

Monthly Project Meetings. BDI is prepared to commit the resources required to execute specific monthly project meetings. As a program develops, our staff feels that the project meetings will provide critical opportunities for coordination with the client and various disciplines involved in the project.

Senior Management Involvement. For this City of Destin effort, BDI will utilize Keith Hill, P.E. to help support key project communications and issues. This approach is in keeping with the successful monthly meetings that Mr. Hill has been attending on other municipal projects. Direct involvement at this level ensures that the Senior BDI managers will be well coordinated and integrated.



Project Planning

Our experience has demonstrated that the best approach for controlling cost is developing high-quality design concepts and plans early in the project. In fact, we believe that effective planning is a fundamental feature of every successful project. The project goal should be established and (determined to be) realistic prior to design development. At BDI, we have developed a comprehensive approach to project planning; we feel strongly that design should not proceed without a clear, concise set of (achievable) project objectives. The successful project plan should satisfy a number of basic requirements: budget, schedule, technical requirements, constructability issues, logistics, materials acquisition, regulatory compliance, public information, all have an impact on the feasibility of a particular alternative or strategy.

In many cases, BDI engineers will recommend targeted investments in up-front studies to establish some basic physical and logistical parameters for project development. For example, it is often necessary to complete a limited number of cursory soil borings within the proposed construction area prior to developing a final project plan. Water table conditions, sub-surface material suitability, embankment costs, etc., can each have a profound impact on the constructability and suitability of an (otherwise) preferred alternative.

The topic of project “cause and effect” will be extensively discussed in the earliest stages of each assignment so that City professional staff and BDI are satisfied that the project outcome will be in line with expectations.

Ability to Meet Budget

The goal of BDI is to provide the City of Destin with a finished product on time every time and on budget. For the City of Destin, BDI will demonstrate a mature level of professional commitment. BDI has numerous municipal contracts and BDI successfully submits the required deliverables on time for each project. BDI also stays within the established budget for professional services, without any change orders. This proven ability to meet budget and time for professional services is the direct result of superior project planning.

The BDI design team will be composed of talented, experienced professionals with a proven background in civil engineering and landscape architecture. These team members, working with City staff, will build the City’s goals into the finished product. These personnel have been carefully selected to maximize the project quality while staying within the established budgets.

BDI undertakes prior planning to ensure effective and accurate communications combined with the appropriate staffing to establish the mechanism for complete, quality products delivered on time and within budget.

Permitting

BDI has a long history of working with all local, state, and federal regulatory agencies when it comes to getting the project permitted. BDI will meet with the permitting agencies at the appropriate project milestone (usually at the 30% phase) to determine what may be required to fulfill all permit obligations. At this point BDI will utilize its longstanding relationships with all regulatory agencies to expedite the permitting process and obtain all required permits. Permits may include City of Destin Right of Way permits, environmental permits, and general permits for water and sewer extensions and replacements.

Scope, Schedule and Budget

As stated previously, the project scope, schedule, and budget are established at the onset of the project and become the basis for the Project Management Plan (PMP). One of the primary functions of the BDI Project Manager is to ensure that the BDI design team understands and follows the requirements set forth in the PMP. The PMP serves as the checks and balances system for the project. As such, this living document will serve to keep the Project Team on schedule while delivering the approved scope within the budgetary constraints.

Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. We enjoy working together with our clients to develop creative solutions to major project issues; we are very experienced in helping our clients develop cost-saving alternatives. In every case, BDI will ensure that our designs are well conceived and include cost-saving strategies for maximizing the City's infrastructure.

BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, configuration adjustments, multiple functions from improvements, construction staging, fast-track opportunities, phasing options, and bidding strategies. For City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Change Order History

BDI's approach to any construction project is to minimize any changes that may result in delays to the contract time, or an increase in cost to the project. The magnitude and degree of complexity of the City's project warrants a qualified design team to perform the planning, permitting, design, and construction administration. Construction administration is performed by our most experienced professionals with the objective to minimize the potential for claims that can arise due to the lack of coordination, or the lack of professional interpretation of the construction documents. Our experience proves that maintaining personnel with substantial experience on the project can significantly reduce the exposure to claims and minimize the number of change orders.

Public Information Meetings

When it comes to public information, BDI is the best in the state. We view the primary information requirement as paramount to our client's staff and governing body. Building on that foundation is key to the project's success. Our Project Manager, are directly accountable for this paramount information commitment.

Our team understands the value and importance of supporting our public sector colleagues through high-quality public information sessions, mailings, high-end graphics, and website development. Because approximately 80% of our firm's business is with local government clients, BDI has developed a substantial capability in this area of our services.

The BDI Team is well qualified to assist City of Destin professional staff in providing cutting-edge graphic and presentation materials for any required Public Information Meetings or Commission Briefings. The graphic capabilities of our team include the ability to easily communicate planning ideas to the public, City of Destin Staff, regulators, interest groups, and other key (non-technical) stakeholders. Using the unique and rapidly growing application of advanced 3D computer graphics, BDI can provide photo-realistic visuals of critical design concepts or alternatives.

Advanced digital modeling also allows our Engineering Staff to make changes and show revisions quickly. Recent project experience has indicated that this tool is particularly potent in the environmental planning process. With the advantage of 3D visuals, BDI has been able to expedite the planning and approval process, often resulting in quicker stakeholder consensus.

We recognize that with today's economic realities that for many public initiatives, including the community in the early planning stages can mean the difference between success and failure. If required, BDI is experienced and comfortable with routine activities in this important area of public service. We can develop and distribute doorknob brochures, help coordinate with the community leaders, and hold meetings in almost any venue. Because we are based out of two, well-positioned regional offices (Panama City and Pensacola), the out-of-pocket cost of attending and facilitating focused consensus-building meetings is minimal. However, our experience demonstrates that early outreach activities build critical support for projects and can play a key role in developing the most appropriate and cost-effective alternatives for the project.

Quality Assurance

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers, and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project and become a fully coordinated and knowledgeable team. Their role is inter-dependent with the roles of all other participants on the project.

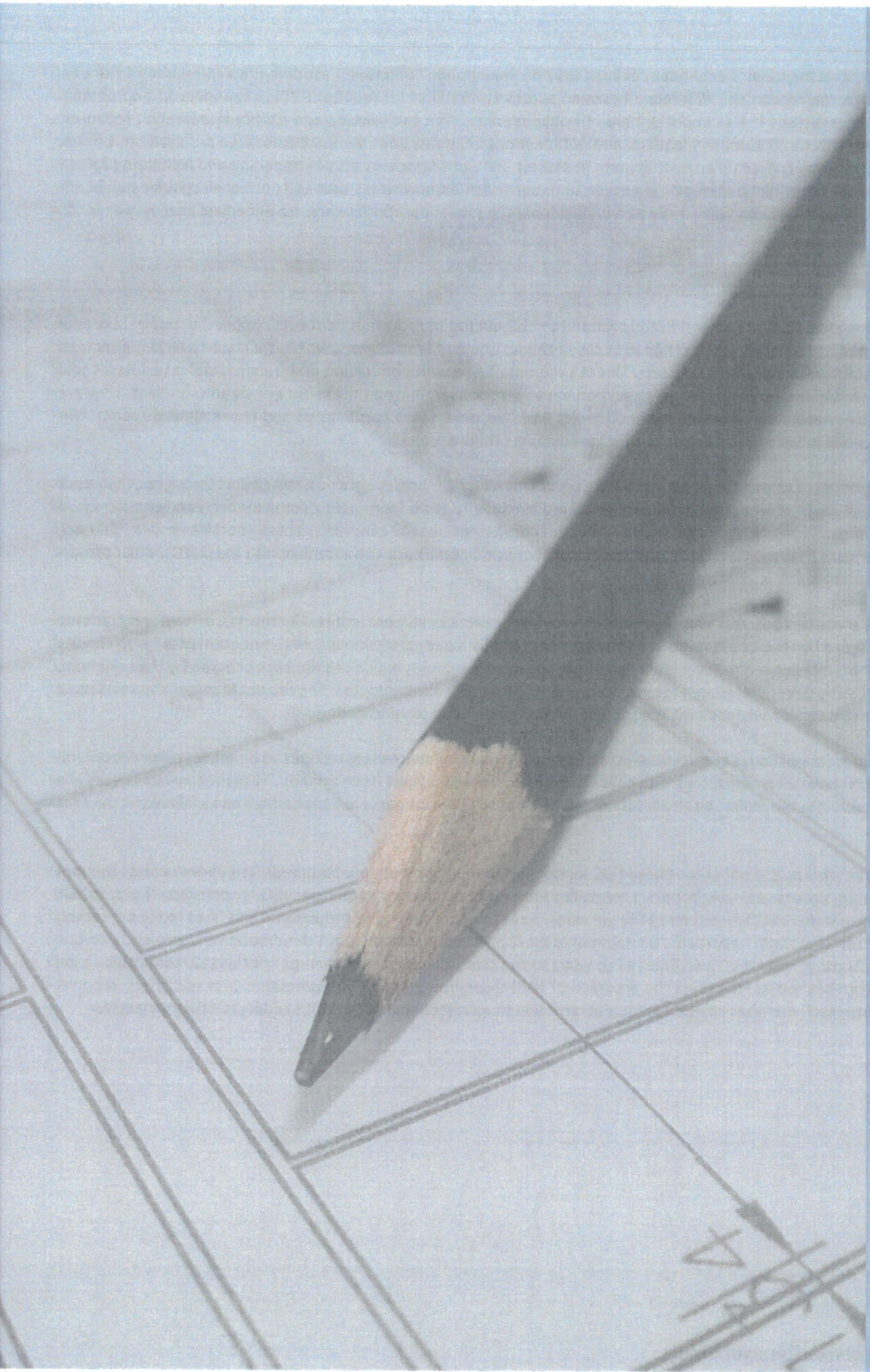
BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness, and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all City of Destin standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. Then they are checked by a peer professional, who is not otherwise involved with the project. Their independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the peer professional to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process are also properly controlled, then no one can truly assure quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking the accuracy of field measurements, MTS requirements, and satisfying scope requirements. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

5. References



REFERENCES



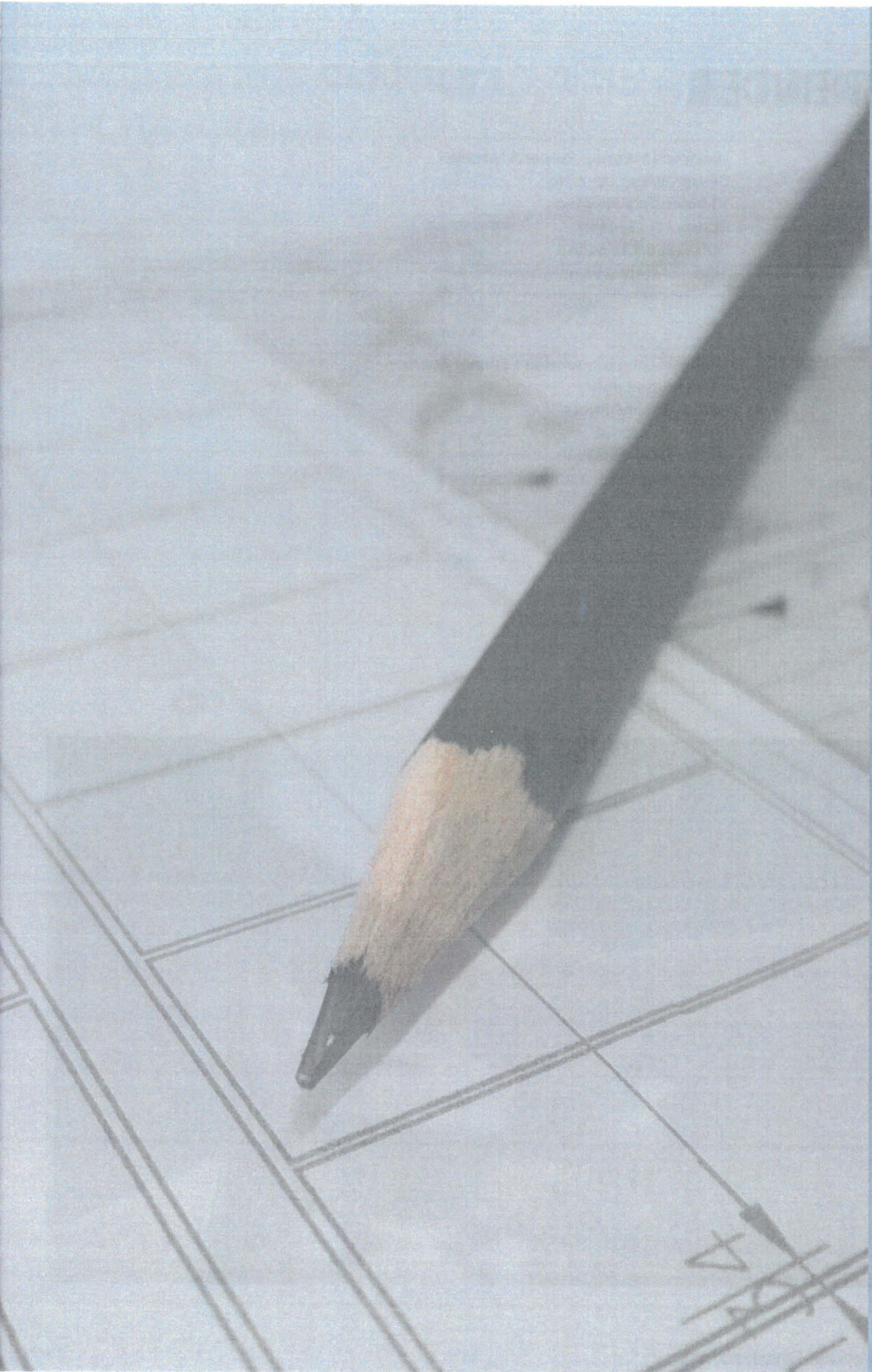
Lockwood Wernet, General Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
Office: 850-837-6146
Email: lwernet@dwuinc.com



Michael Schmidt, Assistant County Engineer
Santa Rosa County
6495 Caroline Street
Milton, FL 32570
Office: 850-981-7100
Email: MichaelS@santarosa.fl.gov



6. Additional Forms



A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Baskerville-Donovan, Inc.

DATE SUBMITTED: August 15, 2019

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin

2. This sworn statement is submitted by
Baskerville-Donovan, Inc.

whose business address is 449 West Main Street, Pensacola, FL 32502

and (if applicable) Federal Employer Identification Number (FEIN) is 590857184 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is T. Keith Hill and my relationship to the entity named above is
Executive VP/Chief Operating Officer

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL Consulting Engineering Services for the City of Destin"

Public Entity Crime Form Page 2 of 2

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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.)

J. K. Smith
(Signature)

Date: August 15, 2019

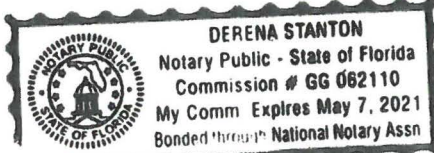
STATE OF FLORIDA

COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 15 day of August, 2019, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Public

My Commission expires:



CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: **Baskerville-Donovan, Inc.**

ADDRESS: **14101 Panama City Beach Pkwy Suite 110**

CITY: **Panama City Beach** STATE: **FL** ZIP CODE: **32413**

TELEPHONE NUMBER: **850-230-6150**

SIGNATURE:  DATE: **August 15, 2019**

NAME (TYPED OR PRINTED): **T. Keith Hill, P.E.**

TITLE: **Executive Vice President/Chief Opererating Officer**

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO ✓ _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO ✓ _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

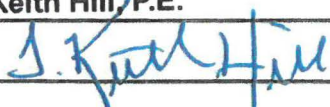
YES _____

NO ✓ _____

If YES, please describe:

FIRM NAME: Baskerville-Donovan, Inc.

BY (PRINTED): T. Keith Hill, P.E.

BY (SIGNATURE): 

TITLE: Executive Vice President/Chief Operating Officer

ADDRESS: 14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413

PHONE NO. 850-230-6150

E-MAIL khill@baskervilledonovan.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

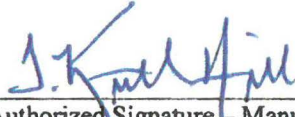
Baskerville-Donovan, Inc.

CONSULTANT's Company Name
14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413
Physical Address
14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413
Mailing Address

850-230-6150
Phone Number

Cellular Number

khill@baskervilledonovan.com
Email address


Authorized Signature - Manual

T. Keith Hill, P.E.
Authorized Signature - Typed

Executive VP/Chief Operating Officer
Title

850-230-6155
FAX Number

After-Hours Number(s)

August 15, 2019
DATE

CITY OF DESTIN, FLORIDA

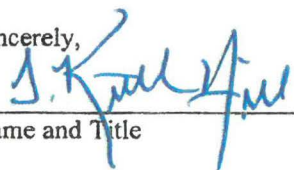
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,


Name and Title

Exec. VP/COO

**ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
SCHEDULE OF SUB-CONTRACTORS**

The Undersigned Consultant proposes the following major sub-consultants for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	
Sam Marshall Architects	325 S. Palafox St. Pensacola, FL 32502	AAC000293	Architecture	
Geosyntec Consultants	1120 N. 12th Ave Pensacola, FL 32501	CA4321	Environmental, Hydrogeology, Solid/Hazardous Waste	
HG Engineers	142 Eglin Pkwy SE Fort Walton Beach, FL 32548	CA6680	Electrical	
Schmidt Consulting Group, Inc.	901 W. Garden St. Pensacola, FL 32502	CA5371	HVAC, Mechanical	
Olsen Associates, Inc.	2618 Herschel St. Jacksonville, FL 32204	CA4391	Coastal	
Southern Earth Sciences, Inc.	150 Industrial Park Rd. Ste. 6 Destin, FL 32541	CA3737	Geotechnical	

Signature

Date: August 15, 2019

Title/Company Executive VP/Chief Operating Officer –Baskerville-Donovan, Inc.

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

STATE OF FLORIDA PROFESSIONAL LICENSES CORPORATE

Baskerville-Donovan, Inc.

Ron DeSantis, Governor
Haley Behears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BASKERVILLE-DONOVAN INC
449 W MAIN ST
PENSACOLA FL 32502

LICENSE NUMBER: CA340
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Sam Marshall Architects

Ron DeSantis, Governor
Haley Behears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SAM MARSHALL ARCHITECTS P A
325 S PALAFOX ST
PENSACOLA FL 325015929

LICENSE NUMBER: AAC000293
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Olsen Associates, Inc.

Ron DeSantis, Governor
Haley Behears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OLSEN ASSOCIATES, INC.
2618 HERSCHEL ST
JACKSONVILLE FL 32204

LICENSE NUMBER: CA3491
EXPIRATION DATE: FEBRUARY 28, 2021
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Schmidt Consulting Group, Inc.

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHMIDT CONSULTING GROUP, INC.
901 W. GARDEN STREET
PENSACOLA FL 32502

LICENSE NUMBER: CA5371
EXPIRATION DATE: FEBRUARY 28, 2021
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Geosyntec Consultants, Inc.

Ron DeSantis, Governor
Haley Behears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GEOSYNTEC CONSULTANTS, INC.
900 BROKEN SOUND PKY NW #200
BOCA RATON FL 33487-2775

LICENSE NUMBER: CA4321
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
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Southern Earth Sciences, Inc.

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE AL 36616

LICENSE NUMBER: CA3737
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**KEVIN J. THIBAUT, P.E.
SECRETARY**

July 23, 2019

T. Keith Hill, Executive VP/COO
BASKERVILLE-DONOVAN, INC.
449 West Main Street
Pensacola, Florida 32501

Dear Mr. Hill:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 13 - Planning
 - 13.6 - Land Planning/Engineering
- Group 15 - Landscape Architect

www.fdot.gov

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
176.41%	0.455%	Reimbursed	No	15.86%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

www.fdot.gov



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

2019 BILLING RATES

CATEGORY	RATE
Intern/Co-Op	\$ 50.00
Receptionist/Office Admin	\$ 65.00
Office Administrator	\$ 70.00
Systems Administrator	\$ 70.00
Information Technology Director	\$ 175.00
Rodman/Chainman	\$ 50.00
Instrument Man	\$ 55.00
Party Chief	\$ 65.00
Survey Manager	\$ 160.00
Project Representative	\$ 100.00
Draftsman/Technician I	\$ 65.00
Draftsman/Technician II	\$ 75.00
Draftsman/Technician III	\$ 85.00
Engineer Intern I	\$ 90.00
Engineer Intern II	\$ 110.00
Engineer I	\$ 130.00
Engineer II	\$ 140.00
Engineer III	\$ 150.00
Engineer III/PM	\$ 160.00
Senior Landscape Architect	\$ 180.00
Senior Engineer	\$ 180.00
VP/Senior Engineer/PM	\$ 200.00
Customer Service/Marketing Manager	\$ 200.00
Senior Executive	\$ 250.00

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	CONTACT NAME: Alice Pousson		
	PHONE (A/C, No, Ext): 850-332-5458 Ext. 1924	FAX (A/C, No): 850-607-2060	
E-MAIL ADDRESS: Apousson@sihle.com			
INSURED Baskerville-Donovan Inc. 449 W Main Street Pensacola FL 32502	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Insurance Group		24112
	INSURER B : FFVA Mutual Ins Co		10385
	INSURER C : Continental Casualty		20443
	INSURER D : Transportation Insurance Company		20494
	INSURER E : Continental Insurance Company		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 951025105**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		5091275910	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CWP0684938	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000	
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		4027179086	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC8400023586	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Professional Liability	N	N	AEH276170839	1/29/2019	1/29/2020	Professional Liabilit 2,000,000
D	Contractors Equipment	N	N	4027179184	9/1/2019	9/1/2020	Leased & Rented 50,000 Max per item 25,000

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

City of Destin is included as additional insured with regards to the general liability coverage when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 16, 2019
ANNEX COUNCIL CHAMBERS**

SPECIAL PUBLIC HEARINGS FOR FISCAL YEAR 2020 MILLAGE RATE AND BUDGET:

A. Second reading of Ordinance 19-21-CN – Adopting Fiscal Year 2020 Millage Rate

Motion to adopt Ordinance 19-21-CN on second reading adopting the FY 2020 millage rate of 1.6150 mills which is more than the rollback rate of 1.5447 mills passed 7-0.

B. Second reading of Ordinance 19-22-CN – Adopting the Fiscal Year 2020 Budget

Motion to adopt Ordinance 19-22-CN on second reading to provide for a balanced budget for FY 2020 passed 7-0.

AGENDA APPROVAL

Motion to approve the agenda passed 7-0.

1. APPROVAL OF MINUTES

A. Approval of minutes of July 15, 2019 Regular City Council Meeting

Motion to approve minutes of the July 15, 2019 Regular City Council Meeting passed 7-0.

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. TDC Taxing District – Okaloosa County Administrator John Hofstad, Commissioner Kelly Windes and Attorney Greg Stewart

Request additional funding of the Sheriff's contract with the City of Destin from Okaloosa County TDC by April 20, 2020.

**3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS
AND ANY OTHER MATTERS NOT ON THE AGENDA**

Proposed changes to the County's Floating Structures Ordinance has been approved by the Floating Structures Committee. The Board of County Commissioners will discuss recommendations at a workshop on October 22nd. It was the consensus of the Council to place this item on the next Council meeting agenda to discuss and possibly take a position on the proposed revisions.

4. CITY MANAGER REPORTS

A. Resolution 19-16 Fund Balance Policy

Motion to adopt Resolution 19-16 failed 2-5 (Marler/Overdier – “yes”; Morgan/Parker/Menchel/Ramswell/Braden – “no”)

B. Proposed Settlement Agreements in Bert Harris Cases Relating to Short-Term Rentals at 84 and 86 Hutchinson Street

Motion to direct the Land Use Attorney to enter into a settlement agreement for 84 and 86 Hutchinson Street based on 33 persons occupancy on the property passed 7-0.

C. DO 93-29 Destiny PUD Minor Change Order

Motion to direct staff to prepare an amendment to the Destiny PUD (DO-93-29) to include the following setbacks:

- Front: 20 feet
- Side: 5 feet
- Rear: 10 feet

passed 6-1; with Councilmember Braden dissenting.

D. Resolution 19-21 Cost Sharing for the Harbor Carrying Capacity Study

Motion to approve Resolution 19-21 and the associated Cost Sharing for the Harbor Carrying Study between the City of Destin and the Army Corps of Engineers passed 7-0.

E. Extension of Livery Vessel Moratorium

Motion to direct staff to bring back an ordinance extending the Livery Vessel Permitting Moratorium for 12 months passed 7-0.

The Code Compliance Manager to bring back a livery vessel report for 2019 at the next meeting.

F. Announcements:

The City Manager made the following announcements:

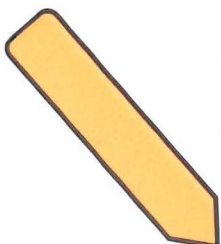
- **The County Commission has voted to approve applications for both Capt. Royal Melvin Heritage Park and Clement Taylor Park. Final applications can now be submitted to the US Treasury. The US Treasury has indicated to staff their goal is to get the applications processed within 3 months**
- **CRA Board meeting scheduled for October 7th at 5:45 p.m. to adopt the CRA budgets**
- **City facilities will close on Friday, September 20th, beginning at 11:00 a.m., for Staff Appreciation Day**
- **Visioning Session – November 7th, 8:00 AM to 5:00 PM. Mr. “Buzz” Eddy will facilitate**
- **The City received over \$37,000 from AT&T’s sub-contractor to repair damage in the City ROW on Hutchinson Street. Damaged was caused by contractor utilizing un-prescribed uncontrolled boring or “pneumatic missiling” technique for the fiber installation project**

Motion to close City facilities on Friday, September 20th, at 11:00 a.m., for Staff Appreciation Day passed 7-0.

Motion to direct staff to move forward with the Hutchinson Street repair passed 7-0.

5. PUBLIC HEARINGS

6. *CONSENT AGENDA

- 
- A. Animal Control Services Contracts: Resolutions 19-12, 19-13, 19-14
 - B. Resolution 19-18: Temporary Closing of US Hwy 98 for the December 14, 2019 Destin Christmas Parade
 - C. Request for approval of one 8' x 41' dock for a single-family residence located at 821 Cross Street
 - D. Resolution 19-17: Renewal of Exclusive Concessions Agreement between the City of Destin and Greek's Catering and Events, Inc.
 - E. Parking Improvements – Gulf Shore Drive
 - F. 2019 Destin Seafood Festival Co-Sponsorship
 - G. Resolution 19-19: Renewal of the Exclusive Contract Agreement between the City of Destin and Pyro Shows, Inc, for the Destin Independence Day Fireworks on July 4, 2020
 - H. Approval of selected vendors for Engineering Consulting Services for the City of Destin
 - I. Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovial Services Infrastructure, Inc.
 - J. Update: Municipal Software Project
 - K. Membership Appointment – Destin Youth Council

Motion to pull Consent Agenda item 6A for discussion and approve Consent Agenda items B thru K, as printed above, passed 7-0.

Item 6A - Councilmember Menchel requested that the contract include removing leftover cat food from feeding stations and not leaving it there overnight.

Motion to approve Consent Agenda item 6A passed 7-0.

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

Place under his name at the next Council meeting for discussion: Changes to the way they pour concrete sidewalks on the next Concrete Continuing Services contract.

B. Councilmember Ramswell

Requests complete inventory of locations of streetlights.

C. Councilmember Menchel

Kudos to Murray Casey for saving a life. Recommends inviting him to attend a future meeting to be recognized.

D. Councilmember Overdier

E. Councilmember Marler

Asked staff to notify the County there are no streetlights on Henderson Beach Road.

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Monthly TRC Update

2) Recommendation of Harbor Advisory Board to circulate letter to harbor front property owners regarding code compliance

The Mayor asked the Land Use Attorney or City Attorney to include a draft of the letter on the next agenda.

J. City Attorney

It was the consensus of the Council to instruct the City Attorney to further investigate the two properties the legal counsel of Coleman Kelly Trust is offering for sale to the City. One parcel is located adjacent to the Morgan Sports Center and is encumbered by utility easement. The other parcel is in Crystal Beach. It is an east-west connector that is encumbered by a utility easement.

8. PUBLIC COMMENTS

ADJOURNMENT: 7:44 PM

SCOPE OF WORK – TASK ORDER
AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN
Phase 2
PEDESTRIAN FACILITIES
CITY OF DESTIN, FL

Project Goals and Objectives

The purpose of this task order is to develop the second phase of an ADA Transition Plan for the City of Destin. The intention of the plan is to complete the ADA Transition Plan utilizing data collected in Phase I, deficiencies of pedestrian facilities identified through ADA guidelines, input from public workshops, and cost estimations for establishing annual budgets for the program implementation.

Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 requires all public agencies to create an ADA Transition Plan (hereafter referred to as “the Plan”).

In accordance with Title II Article 8 of the American with Disabilities Act (ADA), the Plan shall, at a minimum include:

1. A list of physical barriers in the public entity’s facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities.
2. A detailed outline of the methods to be utilized to remove those barriers and make the facilities accessible.
3. The schedule for taking the necessary steps to achieve compliance with Title II.
4. The name of the official responsible for the plan’s implementation.

ADA Transition Plan

Phase 2 of the Plan development process will consist of the following Tasks:

TASK 1 – Perform Evaluation and Priority Rank of Pedestrian Facilities

A detailed evaluation of the facilities inventoried in Phase I shall be performed. The evaluation will utilize ADA guidelines for determining compliance. Field checks of non-compliant facilities identified in Phase I will be performed to ensure improvements have not been made since the initial inventory. A summary of deficient facilities will be prepared from the evaluation with an initial Priority Rank. The priority of an intersection or facility shall consider the location priority category and documented conditions. Location Priority of ADA facilities by the Department of Justice (DOJ) in the publication *Accessible Rights of Way: A Design Guide*, specify and prioritize locations based on State and local government offices and facilities; transportation; places of public accommodations; places of employment; and other locations. Location priorities were defined in Phase I as follows:

Location Priority 1

- Collector-class roadways and those roadways’ intersections
- Intersections and roadway segments serving local government buildings, such as government-owned buildings, public schools, hospitals, public housing, parks, etc.
- Roadways and intersections serving major commercial centers
- Intersections and roadway segments serving public transportation access

Location Priority 2

- Intersection and roadway segments serving other employment or retail sites not in Priority 1, and those that serve housing/apartment complexes

Location Priority 3

- Residential areas
- Industrial areas
- Other areas and roadways not within Priority 1 of 2.

These priority rank levels shall be established in a matrix utilizing these levels: High, Medium, and Low.

TASK 2 – Summary of Findings Report

A **Summary of Findings Report** shall be prepared from the obtained and developed data. The report shall include a map of inventory locations, completed inventory evaluation forms, a summary of ADA facility deficiencies for each priority rank level, and the Priority Matrix. This report shall be discussed with staff and presented to the Destin City Council during a quarterly report, if requested.

TASK 3 – Public Involvement Workshop

Following a presentation to the City Council, Public Involvement Workshops shall be scheduled by staff to discuss findings and priority rankings with the public. The report will be presented by the Consultant at the workshops to receive comments, feedback, and questions on the ADA Summary of Findings Report. Prior to the workshops, an official who will be responsible for the implementation of the ADA Transition Plan will be identified by the City of Destin. Public Comment Forms will be prepared and available at the workshops for distribution and use by the public. The Public Complaint/Grievance process is an integral part of the Transition Plan. The process will be defined and explained during the public workshop.

Other means of outreach that should be utilized and directed toward the general public, when appropriate, are surveys, electronic newsletters, and information websites. Outreach materials should be disseminated through the press or directed through disability advocacy and pedestrian advocacy groups. These outreach activities will be the responsibility of the official ADA Transition Plan coordinator or designated representative.

Input from the public meeting may be utilized in the prioritization of improvements, schedules, and expanded ADA facilities, where may be deemed appropriate as part of the public input and City Council acceptance. Those comments and prioritizations accepted by the City Council will be incorporated into the program for the ADA Transition Plan.

TASK 4 – ADA Compliance Cost Estimation

Cost estimates for ADA improvements will be prepared from the findings, report, and public input. The estimated costs will be a key factor in establishing budgets for the implementation of the plan. The total budget for implementation of improvements will be determined and the percentage of the City's budget dedicated to such improvements will be described in the plan and made available to the Okaloosa-Walton Transportation Planning Organization, identifying the City's annual level of funding commitment. The implementation budget may be modified on occasion to reflect changes in the budget schedule in order to meet implementation milestones. The budget values will be discussed with staff and presented to Destin City Council for acceptance.

The ADA Transition plan shall be prepared utilizing collected and developed data, and accepted public input. The Plan shall meet the goals and objectives specified in the Phase I and Phase II Task Orders and defined by Title II Article 8 of the Americans with Disabilities Act. At a minimum, the Plan shall include a description of the purpose, legal requirements, identified obstacles to the public right of way, methods to removing barriers – policies, priorities and ranking, public input program definitions, program schedule, ADA Priorities Map, Priority matrix and summary of intersection rankings by priority. A draft plan will be prepared for review and comment. Comments will be incorporated into the Plan and the final Plan will be prepared and submitted for acceptance. The Plan should include a proposed implementation schedule for the defined improvements. Once approved the Plan will be submitted to the State of Florida (FDOT) for acknowledgement of the program.

Task 6 activities supplement Tasks 1 through 6 and include monthly updates.

Task 5 will be prepared within 90 days of Task 4

Baskerville-Donovan is expected to complete the required Phase II scope of services within 365 days of the issuance of the Notice to Proceed by the City of Destin with consideration for public meeting schedule constraints.

THE CITY OF DESTIN

ADA Transition Plan Phase 2

MANHOOUR AND FEE ESTIMATE

ENGINEERING	SENIOR ENGINEER \$180	PROJECT MANAGER \$180	PROJECT ENGINEER II \$140	ENGINEER INTERN \$110	FIELD REP \$85	ADMIN ASSISTANT \$65	TOTAL MANHOURS	FEE
TASK 1 EVALUATION AND PRIORITY RANKING							0	
Field Checks of non-compliant facilities			4	8	8	2	22	
Prepare summary of deficient facilities		4	8	8		2	22	
Update initial priority ranking	4		8	16		1	29	
Update priority matrix			2	2		1	5	
Task 1 Subtotal	4	4	22	34	8	6	78	\$9,330.00
TASK 2 SUMMARY OF FINDINGS REPORT								
Compile data for report			16	16		2	34	
Prepare map of intersections			8	4			12	
Compile/sort evaluation forms	2		16	16		2	36	
Prepare summary of ADA deficiencies	2		16	32		2	52	
Prepare priority matrix document	2	1	16	32		2	53	
Prepare report of findings	1	1	32	32		4	70	
QA/QC Measures	4						4	
Task 2 Subtotal	11	2	104	132	0	12	227	\$32,200.00
TASK 3 PUBLIC INVOLVEMENT WORKSHOPS								
Coordinate public meeting requirements w/City	2	2	6	6		2	18	
Prepare comment document for public distribution		1	2	2		1	6	
Prepare outline of public complaint/grievance process	2		4	2		1	9	
Prepare for public public meetings	2	2	8	8		2	22	
Update priority ranking from public input	1		8	8		2	19	
Prepare summary of public comments		1	4	4		2	11	
QA/QC Measures	4						4	
Task 3 Subtotal	11	6	32	30	0	10	89	\$11,490.00
TASK 4 ADA COMPLIANCE COST ESTIMATION								
Prepare/update cost estimates from public input	4	1	24	24		4	57	
Update priority ranking based on comments/costs	2	1	8	8		4	23	
Develop/Establish program budget	2	2	4			1	9	
QA/QC Measures	4					1		
Task 4 Subtotal	23	4	36	32	0	10	178	\$14,070.00
TASK 5 ADA TRANSITION PLAN								
Define legal requirements	8	2	12	4		1	27	
Summarize identified obstacles to public ROW	2	1	4	8		1	16	
Define policies and priorities	2	1	4	4		2	13	
Summarize methods to removing barriers	2	1	16	16		2	37	
Summarize Priority Rank process	2	1	8	4		2	17	
Develop/complete GIS shape files for priority ranks	4	2	40	32		8	86	
Define public complaint process	2	1	8	4		2	17	
Summarize new construction and alterations	1	1	16	8		2	28	
Develop implementation schedule	4	2	8	4		2	20	
Prepare public notifications for draft transition plan		2	4			2	8	
Prepare/Submit draft ADA transition plan	4	2	32	32		8	78	
Prepare for Destin City Council meeting		2	4	4		2	12	
Incorporate public and City comments into Plan	2	1	4	2		1	10	

THE CITY OF DESTIN

ADA Transition Plan Phase 2

MANHOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER II	ENGINEER INTERN	FIELD REP	ADMIN ASSISTANT	TOTAL MANHOURS	FEE	
ENGINEERING	\$180	\$180	\$140	\$110	\$85	\$65			
Prepare/Submit final ADA Transition Plan	1	2	16	16		4	39		
Prepare draft resolution for adopting ADA guidelines		2				1	3		
Prepare draft resolution appointing ADA coordinator		2				1	3		
Prepare draft resolution adopting the ADA Transition Plan		2				1	3		
QA/QC Measures	16	16				8	40		
Task 5 Subtotal	50	43	176	138	0	50	457	\$59,810.00	
TASK 6 MEETINGS, REPORTS AND PRESENTATIONS									
Attend kick-off meeting		4	4				8		
Public input meetings (2)		8	8	8		4	28		
City Council Meetings (4)		16	16			4	36		
Prepare monthly Updates		12	6			12	30		
Task 6 Subtotal	0	40	34	8	0	20	102	\$14,140.00	
					TOTAL CONSULTING FEE				\$141,040.00

U.S. Department of Justice
Civil Rights Division
Disability Rights Section



The ADA and City Governments: Common Problems

Introduction

Access to civic life by people with disabilities is a fundamental goal of the Americans with Disabilities Act (ADA). To ensure that this goal is met, Title II of the ADA requires State and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and events -- but also to policy changes that governmental entities must make to ensure that all people with disabilities can take part in, and benefit from, the programs and services of State and local governments. In addition, governmental entities must ensure effective communication -- including the provision of necessary auxiliary aids and services -- so that individuals with disabilities can participate in civic life.



Curb ramps providing access to streets and sidewalks are a basic city service.

One important way to ensure that Title II's requirements are being met in cities of all sizes is through self-evaluation, which is required by the ADA regulations. Self-evaluation enables local governments to pinpoint the facilities, programs and services that must be modified or relocated to ensure that local governments are complying with the ADA.

This document contains a sampling of common problems shared by city governments of all sizes that have been identified through the Department of Justice's ongoing enforcement efforts. The document provides examples of common deficiencies and explains how these problems affect persons with disabilities. The document is not intended to be comprehensive or exhaustive.



City programs held in this municipal gazebo are covered by the ADA.

For additional information about the Americans with Disabilities Act's Title II requirements, please contact the Department of Justice ADA Information Line. This free service provides answers to general and technical questions about ADA requirements and free ADA documents, such as Commonly Asked Questions about Title II of the Americans with Disabilities Act (ADA), Commonly Asked Questions about the Americans with Disabilities Act and Law Enforcement, Title II Highlights, Access for 9-1-1 and Telephone Emergency Services, the ADA Guide for Small Towns, and the ADA Standards for Accessible Design. You may reach the ADA Information Line at:

800-514-0301 (voice) or 800-514-0383 (TTY)

ADA information is also available on the Department's ADA Home Page on the World Wide Web at:

<http://www.ada.gov/index.html>.

Issue: "Grandfather" Clause or Small Entity Exemption**Common Problem:**

City governments may believe that their existing programs and facilities are protected by a "grandfather" clause from having to comply with the requirements of Title II of the ADA. Small municipalities may also believe that are exempt from complying with Title II because of their size.

Result:

Because city governments wrongly believe that a "grandfather" clause or a small entity exemption shields them from complying with Title II of the ADA, they fail to take steps to provide program access or to make modifications to policies, practices, and procedures that are required by law. People with disabilities are unable to gain access to city facilities, programs, services, or activities because of a public entity's reliance on these common misconceptions.

Requirement:

There is no "grandfather" clause in the ADA. However, the law is flexible. City governments must comply with Title II of the ADA, and must provide program access for people with disabilities to the whole range of city services and programs. In providing program access city governments are not required to take any action that would result in a fundamental alteration to the nature of the service, program, or activity in question or that would result in undue financial and administrative burdens. This determination can only be made by the head of the public entity or a designee and must be accompanied by a written statement of the reasons for reaching that conclusion. The determination that undue burden would result must be based on all resources available for use in a program. If an action would result in such an alteration or such burdens, a city government must take any other action that it can to ensure that people with disabilities receive the benefits and services of the program or activity. 28 C.F.R. § 35.150(a)(3).



Cities must remove barriers to provide alternative access to programs and services in existing facilities.

Similarly, there is no exemption from Title II requirements for small municipalities. While public entities that have less than 50 employees are not required to comply with limited sections of the Department of Justice's regulations, such as maintaining self-evaluations on file for three years and designating a grievance procedure for ADA complaints, no general exemption applies. All public entities, regardless of size, must comply with Title II's requirements. 28 C.F.R. § 35.104.

Issue: Program Accessibility**Common Problem:**

City governments often have failed to ensure that the whole range of the city's services, municipal buildings, and programs meet Title II's program access requirements.

Result:

People with disabilities are unable to participate in the activities of city government, such as public meetings, unable to attend city functions, and unable to gain access to the city's various programs and services. If a municipal building such as a courthouse is inaccessible, people with disabilities who use wheelchairs are unable to participate in jury duty, attend hearings, and gain access to other services, because doorways are too narrow, restroom facilities are inaccessible, and steps are the only way to get to all or portions of a facility.



D

A ramp was installed to provide access to the city activities conducted in this facility.

Requirement:

Title II requires city governments to ensure that all of their programs, services, and activities, when viewed in their entirety, are accessible to people with disabilities. Program access is intended to remove physical barriers to city services, programs, and activities, but it generally does not require that a city government make each facility, or each part of a facility, accessible. For example, each restroom in a facility need not be made accessible. However, signage directing people with disabilities to the accessible features and spaces in a facility should be provided. Program accessibility may be achieved in a variety of ways. City governments may choose to make structural changes to existing facilities to achieve access. But city governments can also pursue alternatives to structural changes to achieve program accessibility. For example, city governments can move public meetings to accessible buildings and can relocate services for individuals with disabilities to accessible levels or parts of buildings. When choosing between possible methods of program accessibility, however, city governments must give priority to the choices that offer services, programs, and activities in the most integrated setting appropriate. In addition, all newly constructed city facilities must be fully accessible to people with disabilities. 28 C.F.R. §§ 35.149, 35.150, 35.151, 35.163.

Issue: Historically Significant Facilities

Common Problem:

City governments may believe that they have no duty to make changes to historically significant buildings and facilities to improve accessibility for people with disabilities.

Result:

Many city programs, services, and activities are conducted in buildings that are historically significant. In addition, many cities operate historic preservation programs at historic sites for educational and cultural purposes. If no accessibility changes are made at these facilities and locations, individuals with disabilities are unable to visit and participate in the programs offered. For example, people who use wheelchairs would not be able to reach the courtroom or clerk's office located in a historic nineteenth century courthouse if no physical changes are made to achieve access.

Requirement:

Historically significant facilities are those facilities or properties that are listed or eligible for listing in the National Register of Historic Places or properties designated as historic under State or local law. Structural changes to these facilities that would threaten or destroy the historical significance of the property or would fundamentally change the program being offered at the historic facility need not be undertaken. Nevertheless, a city must consider alternatives to structural changes in these instances -- including using audio-visual materials to depict the inaccessible portions of the facility and other innovative solutions.



D

An accessible side entrance was added to this historic facility.

If alterations are being made to a historically significant property, however, these changes must be made in conformance with the ADA Standards for Accessible Design, ("the Standards"), 28 C.F.R. Part 36, § 4.1.7, or the Uniform Federal Accessibility Standards, ("UFAS") § 4.1.7, to the maximum extent feasible. If following either set of standards would threaten or destroy the historical significance of the property, alternative standards, which provide a minimal level of access, may be used. This decision must be made in consultation with the appropriate historic advisory board designated in the Standards or UFAS, and interested persons should be invited to participate in the decision-making process. 28 C.F.R. §§ 35.150(b)(2); 35.151(d);

Standards § 4.1.7; UFAS § 4.1.7. If these lesser standards would threaten or destroy historically significant features, then the programs or services conducted in the facility must be offered in an alternative accessible manner or location.

Issue: Curb Ramps

Common Problem:

City governments often do not provide necessary curb ramps to ensure that people with disabilities can travel throughout the city in a safe and convenient manner.

Result:

Without the required curb ramps, sidewalk travel in urban areas is dangerous, difficult, and in some cases impossible for people who use wheelchairs, scooters, and other mobility aids. Curb ramps allow people with mobility impairments to gain access to the sidewalks and to pass through center islands in streets. Otherwise, these individuals are forced to travel in streets and roadways and are put in danger or are prevented from reaching their destination.

Requirement:

When streets and roads are newly built or altered, they must have ramps wherever there are curbs or other barriers to entry from a pedestrian walkway. Likewise, when new sidewalks or walkways are built or altered, they must contain curb ramps or sloped areas wherever they intersect with streets or roads. While resurfacing a street or sidewalk is considered an alteration for these purposes, filling in potholes alone will not trigger the alterations requirements. At existing roads and sidewalks that have not been altered, however, city governments may choose to construct curb ramps at every point where a pedestrian walkway intersects a curb, but they are not necessarily required to do so. Under program access, alternative routes to buildings that make use of existing curb ramps may be acceptable where people with disabilities must only travel a marginally longer route.



Curb ramps provide basic access at intersections and pedestrian crossings.

One way to ensure the proper integration of curb ramps throughout a city is to set a series of milestones for curb ramp compliance in the city's transition plan. Milestones are progress dates for meeting curb ramp compliance throughout the municipality. Milestones should occur on a regular basis throughout the course of the transition plan and must reflect a priority to walkways serving government buildings and facilities, bus stops and other transportation services, places of public accommodation, and business districts, followed by walkways serving residential areas. It also may be appropriate for a city government to establish an ongoing procedure for installing curb ramps upon request in both residential and nonresidential areas frequented by individuals with disabilities. 28 C.F.R. §§ 35.150(d)(2); 35.151(e). In setting milestones and in implementing a curb cut transition plan for existing sidewalks, the actual number of curb cuts installed in any given year may be limited by the fundamental alteration and undue burden limitations.

Issue: Effective Communication

Common Problem:

City governments often fail to provide qualified interpreters or assistive listening devices for individuals who are deaf or hard of hearing at public events or meetings. In addition, city governments often fail to provide materials in alternate formats (Braille, large print, or audio cassettes) to individuals who are blind or have low vision.

Result:

Individuals who are deaf or hard of hearing are unable to participate in government-sponsored events or public meetings and unable to benefit from city programs and services when they are not provided with appropriate auxiliary aids and services. Likewise, people who are blind or have low vision are unable to benefit from city government services when printed materials are the only means of communication available.

Requirement:

Title II requires that city governments ensure that communications with individuals with disabilities are as effective as communications with others. Thus, city governments must provide appropriate auxiliary aids and services for people with disabilities (e.g., qualified interpreters,

notetakers, computer-aided transcription services, assistive listening systems, written materials, audio recordings, computer disks, large print, and Brailled materials) to ensure that individuals with disabilities will be able to participate in the range of city services and programs. City governments must give primary consideration to the type of auxiliary aid or service that an individual with a disability requests. The final decision is the government's.



A sign language interpreter at a public meeting may be needed to provide effective communication for people who are deaf.

The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved and the needs of the individual. For example, sign language interpreters are not required for all interactions with people who are deaf or hard of hearing. Employees can often communicate effectively with individuals who are deaf or hard of hearing through standard written materials and exchange of written notes. For simple transactions like paying bills or filing applications, these methods may be sufficient. For more complex or extensive communications, however, such as court hearings, public meetings, and interrogation by police officers, interpreters or assistive listening systems are likely to be necessary.

City governments should ensure that auxiliary aids and services are also provided for individuals who are blind or have low vision. Alternate formats, such as Brailled or large print materials, qualified readers, computer disks, or audio recordings are examples of appropriate auxiliary aids.

City governments are not required to take any actions that will result in a fundamental alteration or in undue financial and administrative burdens. 28 C.F.R. §§ 35.160-35.164.

Issue: Local Laws, Ordinances, and Regulations

Common Problem:

City governments may fail to consider reasonable modifications in local laws, ordinances, and regulations that would avoid discrimination against individuals with disabilities.

Result:

Laws, ordinances, and regulations that appear to be neutral often adversely impact individuals with disabilities. For example, where a municipal zoning ordinance requires a set-back of 12 feet from the curb in the central business district, installing a ramp to ensure access for people who use wheelchairs may be impermissible without a variance from the city. People with disabilities are therefore unable to gain access to businesses in the city.



City zoning policies were changed to permit this business to install a ramp at its entrance.

Requirement:

City governments are required to make reasonable modifications to policies, practices, or procedures to prevent discrimination on the basis of disability. Reasonable modifications can include modifications to local laws, ordinances, and regulations that adversely impact people

with disabilities. For example, it may be a reasonable modification to grant a variance for zoning requirements and setbacks. In addition, city governments may consider granting exceptions to the enforcement of certain laws as a form of reasonable modification. For example, a municipal ordinance banning animals from city health clinics may need to be modified to allow a blind individual who uses a service animal to bring the animal to a mental health counseling session. 28 C.F.R. § 35.130(b)(7).

Issue: 9-1-1 Systems

Common Problem:

City governments do not provide direct and equal access to 9-1-1 systems, or similar emergency response systems, for individuals who are deaf or hard of hearing and use TTY's (TDD's or text telephones) or computer modems.

Result:

People who are deaf or hard of hearing, or those who have speech impairments, and use TTY's or computer modems for telephone communication are unable to access emergency services (police, fire and ambulance) that are necessary for health and safety. When direct emergency services are not available, emergency calls for individuals with disabilities are not responded to appropriately, or in a timely manner, and in some instances, not at all.

Requirement:

City governments that provide emergency telephone services must provide direct access to TTY calls. This means that emergency telephone services can directly receive calls from TTY's and computer modem users without relying on state relay services or third parties. A TTY must be located at each individual operator station. City governments must ensure that emergency operators are trained to use the TTY not only when they recognize the tones of a TTY at the other end of the line, but also when they receive a "silent call." 28 C.F.R. §§ 35.161, 35.162. (See Access for 9-1-1 and Telephone Emergency Services)

Issue: Law Enforcement Policies, Practices, and Procedures

Common Problem:

When dealing with persons with disabilities, law enforcement agencies often fail to modify policies, practices, or procedures in a variety of law enforcement settings -- including citizen interaction, detention, and arrest procedures.

Result:

When interacting with police and other law enforcement officers, people with disabilities are often placed in unsafe situations or are unable to communicate with officers because standard police practices and policies are not appropriately modified. For example, individuals who are deaf or have hearing impairments and use sign language may be unable to communicate with law enforcement officers if they are taken into custody and handcuffed behind their backs. Similarly, individuals with epilepsy or diabetes may be placed at great risk if they are not permitted access to their medications.

Requirement:

Title II of the ADA requires law enforcement agencies to make reasonable modifications in their policies, practices, or procedures that are necessary to ensure accessibility for individuals with disabilities, unless making such modifications would fundamentally alter the program or service involved. Law enforcement officers should be prepared to make reasonable modifications, for example, by allowing, in appropriate circumstances, arrestees who are deaf to be handcuffed in front of their bodies so that they can communicate with others and by allowing detainees access to their medication. 28 C.F.R. § 35.150(b)(7). (See Commonly Asked Questions about the Americans with Disabilities Act and Law Enforcement)

Issue: Self-Evaluation and Transition Plans

Common Problem:

City governments often have not conducted thorough self-evaluations of their current facilities, programs, policies, and practices to determine what changes are necessary to meet the ADA's requirements, and have not developed transition plans to implement these changes.

Result:

When self-evaluations are not conducted and transition plans not developed, city governments are ill-equipped to implement accessibility changes required by the ADA. Without a complete assessment of a city's various facilities, services, and programs, it is difficult to plan or budget for necessary changes, and the city can only react to problems rather than anticipate and correct them in advance. As a result, people with disabilities cannot participate in or benefit from the city's services, programs, and activities.

Requirement:

All city governments were required to complete a self-evaluation of their facilities, programs, policies, and practices by January 26, 1993. The self-evaluation identifies and corrects those policies and practices that are inconsistent with Title II's requirements. Self-evaluations

should consider all of a city's programs, activities, and services, as well as the policies and practices that a city has put in place to implement its various programs and services. Remedial measures necessary to bring the programs, policies, and services into compliance with Title II should be specified -- including, but not limited to: (1) relocation of programs to accessible facilities; (2) offering programs in an alternative accessible manner; (3) structural changes to provide program access; (4) policy modifications to ensure nondiscrimination; and (5) auxiliary aids needed to provide effective communication.



City policies, including those affecting service animals, should be reviewed during the self-evaluation.

If a city that employs 50 or more persons decides to make structural changes to achieve program access, it must develop a transition plan that identifies those changes and sets a schedule for implementing them. Both the self-evaluation and transition plans must be available to the public. 28 C.F.R. §§ 35.105, 35.150(d).

The Americans with Disabilities Act authorizes the Department of Justice (the Department) to provide technical assistance to individuals and entities that have rights or responsibilities under the Act. This document provides informal guidance to assist you in understanding the ADA and the Department's regulations.

This guidance document is not intended to be a final agency action, has no legally binding effect, and may be rescinded or modified in the Department's complete discretion, in accordance with applicable laws. The Department's guidance documents, including this guidance, do not establish legally enforceable responsibilities beyond what is required by the terms of the applicable statutes, regulations, or binding judicial precedent.

[Adobe Acrobat Version \(pdf\) of this Document](#)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 9/17/21

SUBJECT: Resolution 2021-03 - Paid Parking Fund

I. BACKGROUND: At the March 15th, 2021 regular City Council meeting, staff was directed to bring forth a resolution to create a Paid Parking Special Revenue Fund with an effective date of October 1, 2021. Parking Fee revenue has grown significantly over the past three years, primarily due to progressive expansion of paid parking areas.

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 to 08/31/2021	FY 2022 Adopted Budget
Parking Fee Revenue, net of 7% sales tax	75,566	147,595	414,043	418,500
Bank Interest	-	-	-	25
Total Revenues	75,566	147,595	414,043	418,525
Parking Pmt Processing			72,440	83,705
Operating Expenses				2,000
(RR054) Resurface/Restripe				96,000
(TR622) General Parking Improvements				30,000
Total Expenditures	-	-	72,440	211,705
Net change in Fund Balance	75,566	147,595	341,603	206,820
Fund Balance (deficit), Beginning				-
Fund Balance (deficit), Ending				206,820

In anticipation of potentially adopting a Paid Parking fund, staff created separate accounts in FY 2021 to better track paid parking program revenues and expenditures. For FY 2022, staff proposed to use approximately \$96,000 of the parking fee revenue to resurface and restripe certain paid parking areas. In addition, staff proposed to use up to \$30,000 to address parking collections, by potentially installing one or more kiosks.

II. DISCUSSION: On July 1st, 2020, the city expanded the paid parking program to include beach parking areas south of Highway 98. Prior to this time, the only city paid parking lots were in the harbor district in the Zerbe, Marler and Community Center parking lots.

In 2021, city staff worked to improve the city's paid parking program through improved physical and digital wayfinding. The Marler parking lot saw significant wayfinding improvements in 2021. For the 100 days of summer year over year (2020 to 2021), usage increased by approximately 320%. This was in part due to COVID in 2020, but in large part due to the City's efforts to improve parking wayfinding and the overall paid parking system.

Staff proposes to commit (by resolution) the usage of parking fees to maintaining and improving parking infrastructure and facilities. By doing so, staff can also establish educational information for paid parking customers on how their parking fees are being used to improve public parking and infrastructure throughout Destin.

A. Link to Strategic Goals / Objectives: Council Objectives

Improve parking, explore options (i.e. garage, surface, etc.) - *desirable priority*

Strategic Goals 2026

Financially sound city providing service value

Improve mobility and connectivity

Enhanced quality of life and safety for families
Effective, efficient and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Will designate a special fund to restrict the usage of parking revenue for improving parking/transit infrastructure and facilities.

C. Level of Service (LOS): Improved infrastructure to support the Paid Parking Program.

III. CONCLUSION: By designating a Special Paid Parking fund, the City will ensure that paid parking fees are restricted and re-invested into parking infrastructure for our residents and visitors.

IV. RECOMMENDED MOTION: I move to adopt Resolution 2021-03 and for staff to establish a special revenue fund for paid parking fees.

Attachments:

1. Resolution 2021-03 -- Establishing the Parking Special Revenue Fund
2. Agenda 3.15.2021 Reg City Council
3. Item 4.E 3.15.2021
4. March 15 2021 Minutes Excerpt
5. mar15 action agenda

RESOLUTION 2021-03

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ESTABLISHMENT OF A SPECIAL REVENUE FUND FOR PARKING FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a special revenue fund may be established to account for specific revenue sources that are restricted or committed to expenditures for specified purposes; and

WHEREAS, the City of Destin, Florida (the “City”) desires to maintain a separate bank account for certain revenue received by the City in the forms of fees from customers using City parking lots and parking spaces (the “Parking Special Revenue Fund”); and

WHEREAS, the City desires to use funds from the Parking Special Revenue Fund for all parking related expenditures at existing and future parking locations, including but not limited to installation and maintenance of pay stations, merchant services and other collection expenses, periodic restriping, repaving and signage updates (including virtual and electronic signage) maintenance and utility expenses of parking facilities, purchase of land for public parking purposes, parking lot expansions both vertical and horizontal, installation and maintenance of public transit infrastructure at city parking facilities and for related debt service; and

WHEREAS, the City has adopted its Fiscal Year 2022 Budget (the “2022 Budget”) through the adoption of Ordinance Number 21-18-CN; and

WHEREAS, the city desires to establish an effective starting date of 10/01/2021 for this special revenue fund; and

WHEREAS, the Parking Special Revenue Fund will provide for greater financial transparency to the citizens and ensure that these committed funds are used for their specified purposes; and

NOW, THEREFORE, The City Council of the City of Destin, Florida, does hereby declare and establish the following:

Section 1. Recitals.

- A. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Establishing the Parking Special Revenue Fund.

- A. The City Manager is hereby authorized and directed to take all necessary and appropriate actions to establish a special revenue fund titled the “Parking Special Revenue Fund” which shall receive all funds in the form of fees from customers using City parking lots.

- B.** Funds from the Parking Special Revenue Fund shall be committed only for parking related expenditures at existing and future parking locations, including but not limited to installation and maintenance of pay stations, merchant services and other collection expenses, periodic restriping, repaving and signage updates (including virtual and electronic signage) maintenance and utility expenses of parking facilities, purchase of land for public parking purposes, parking lot expansions both vertical and horizontal, installation and maintenance of public transit infrastructure at city parking facilities, and for related debt service.
- C.** Funds from the Parking Special Revenue Fund may be expended for the limited purpose described in Paragraph 2B anywhere throughout the City's municipal limits and these funds are not bound to any particular area, zoning district, or any other geographical land classification, regardless of where the funds originated.

Section 3. Severability.

- A.** If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 4. Repealer.

- A.** Any resolution or policy in conflict with this Resolution shall be considered repealed to the extent of the conflict.

Section 5. Effective Date.

- A.** This Resolution shall be effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA THIS __TH DAY OF _____, 2021.

GARY JARVIS, MAYOR

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF DESTIN

REY BAILEY, CITY CLERK

KYLE S. BAUMAN, ESQ., CITY ATTORNEY

**REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 15, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of February 1, 2021 Regular City Council Meeting

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

A. Okaloosa County Beach Cleaning Services - Okaloosa County

3. 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)

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

A. Capital Project Status

B. Operations Financial Report

C. Debt Financing - Bank RFP

D. Inventory of City-Wide Rights-of-Ways (ROW), Properties, and Easements with Waterfront Access

E. Paid Parking Update

F. City of Destin Utility Undergrounding Project Management Agreement

G. Options and Estimates to Address Speed Concerns at Sibert Avenue and Forest Street Intersection.

H. COMPASS System/EnerGov Update

I. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-01-LC - Amending Article 7, zoning and regulatory controls of the Land Development Code, permitting residential uses in the South Harbor Mixed Use zoning district in structures pre-dating incorporation of the City of Destin (1984)

6. *CONSENT AGENDA (No public comments)

- A. Pyro Shows, Inc. Change in Liability Insurance Coverage
- B. Harbor Capacity Study Contract and Scope
- C. Boardwalk Repair, Replacement, and Maintenance Services, authorization to award and execute contract
- D. Draft Minutes of Standing Committee/Board Meetings

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

- A. Councilmember Braden
 - 1) Development in Floodplains
- B. Councilmember Ramswell
 - 1) Content of the Referendum
 - 2) Work Plans
 - 3) Beach Raking/Sweeping
- C. Councilmember Destin
- D. Councilmember Overdier
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
 - 1) Appointment of Member - Local Planning Agency - Corey Ledbetter
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director
Matthew Pace, IT Manager
Joey Forgione, Code Compliance Manager
Krystal Strickland, Finance Director
Catherine Card, Public Information Manager
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 3/10/21

SUBJECT: Paid Parking Update

I. BACKGROUND: Council requested updates on revenue and signage for Paid Parking. Staff has developed this presentation for Council

II. DISCUSSION: Items for discussion are outlined in the presentation.

A. Link to Strategic Goals / Objectives: 2020 Council Objectives:

Improve parking: Explore options, garage, surface

Strategic Focus:

Improved mobility and connectivity

B. Effect on Budget (EOB): Provide committed revenue by resolution for current and future parking locations

C. Level of Service (LOS): No Change

III. CONCLUSION: Staff recommend creation of a special revenue fund to account for proceeds from paid parking to be committed by resolution to expenditures for current and future parking locations, to include:

- Signage updates (physical and electronic)
- Fee collection methods and related collection charges
- Capital projects including restriping, repaving, and expansion of City managed parking options.

IV. RECOMMENDED MOTION: I move to direct staff to bring forth a resolution creating a Parking Fee Special Revenue Fund with an effective date of October 1, 2021.

Attachments:

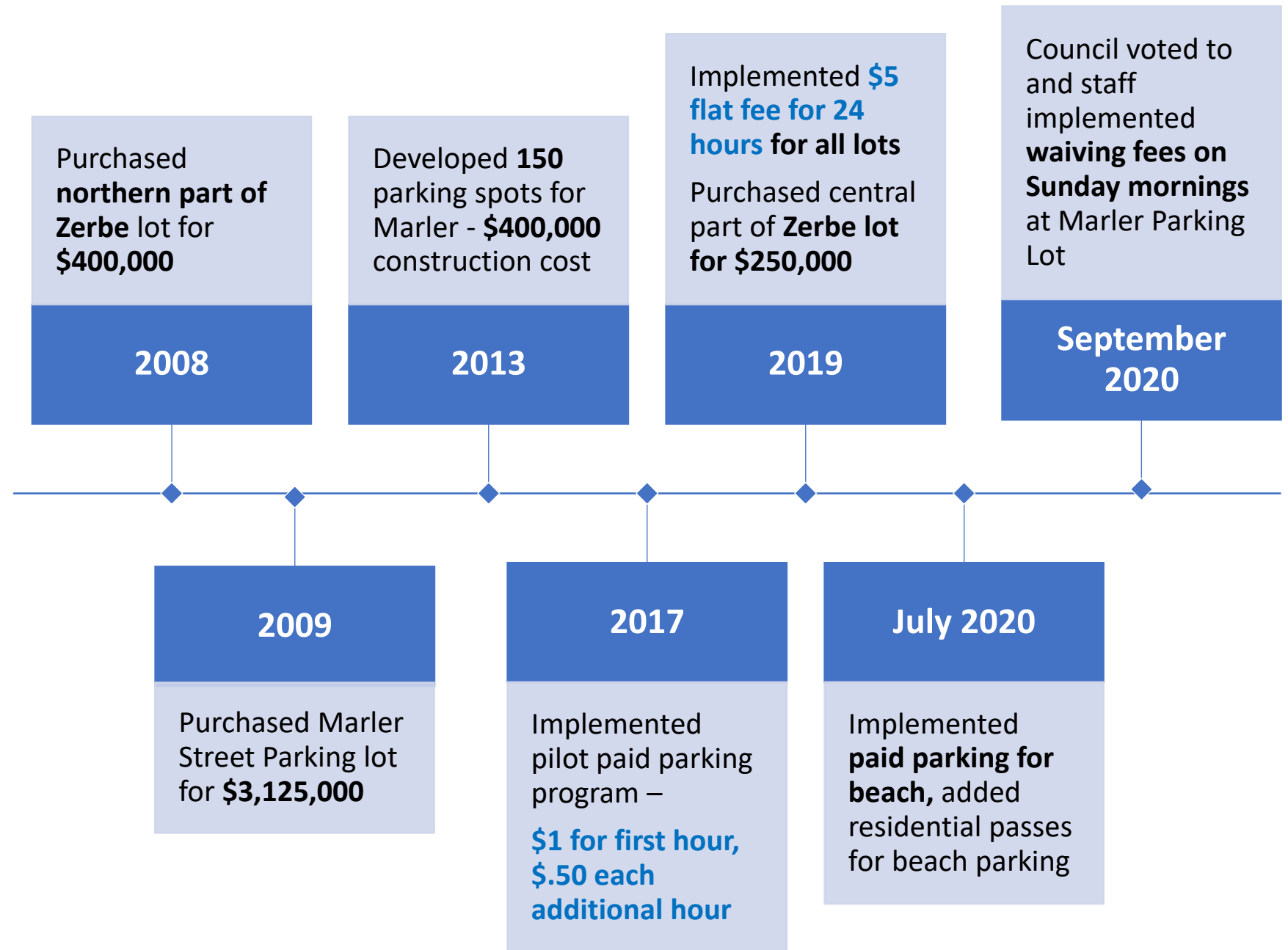
1. Paid Parking Update March 2021 Final
2. Paid Parking Revenue Breakdown



Paid Parking Lots Presentation

3-15-21

Summary Timeline of Paid Parking in Destin

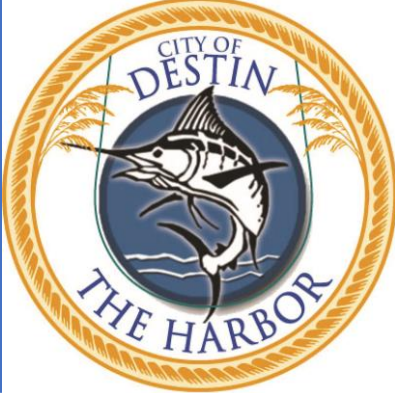


Harbor
District Paid
Parking
Lots

Royal
Melvin
Heritage
Park and
Boardwalk

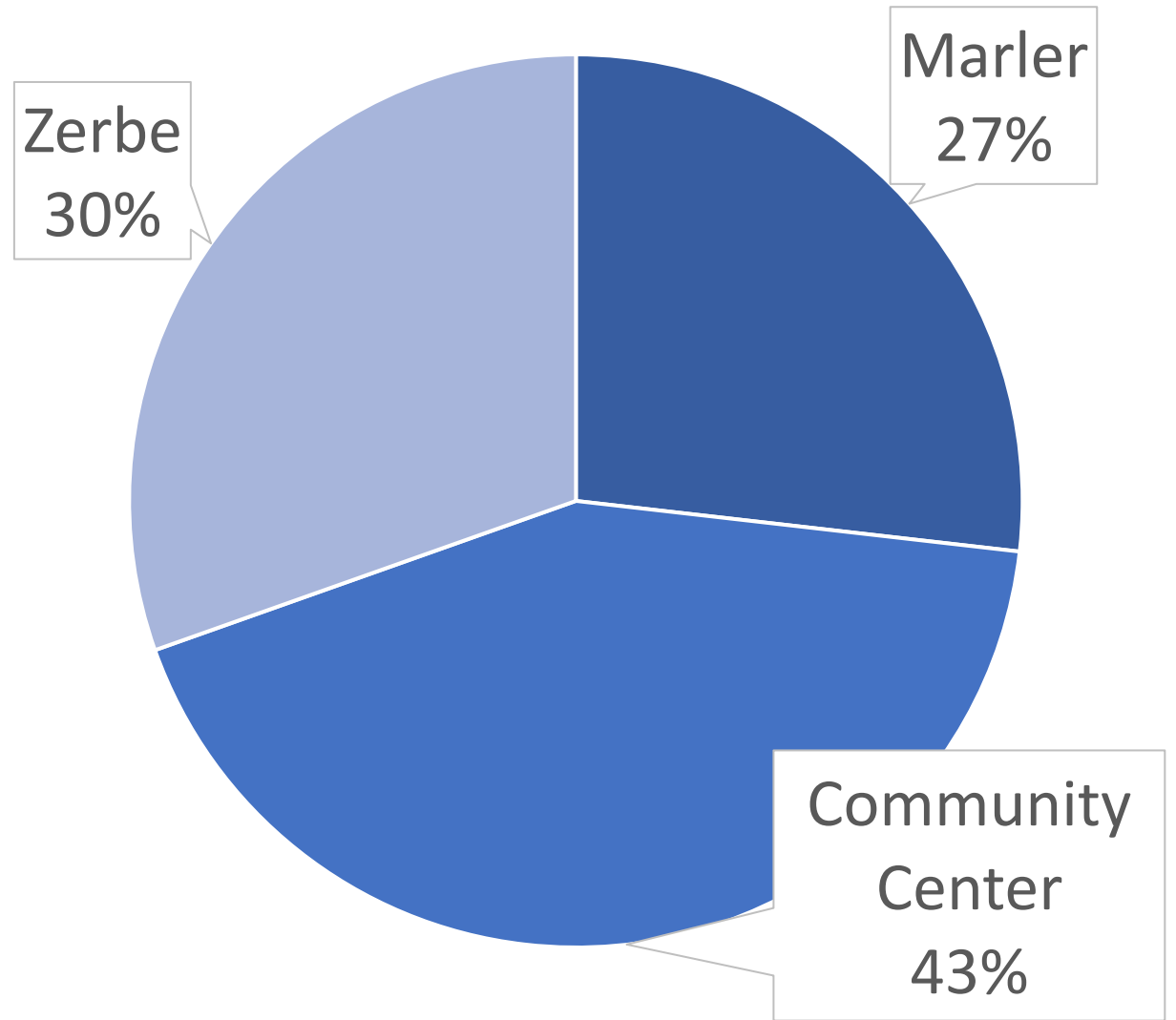


Zerbe, Community Center and Marler Paid Parking

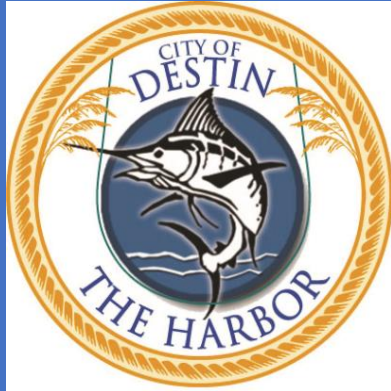
			<u>2018</u>	<u>2019</u>	*COVID <u>*2020</u>
Net Revenue:	\$39,910.75	\$95,629.25	\$64,542.50		
Transaction Count:	20,372	20,207	12,603		
Rate	\$1 per hour, \$.50 each additional hour	\$5 per 24 hours	\$5 per 24 hours		

2020 Harbor District Paid Parking Transactions

*Community Center Parking is free to patrons of the facility



Marler Street Parking Lot



2018

2019

***COVID**

***2020**

Net Revenue:

\$14,545.00

\$23,142.75

\$17,210.75

Transaction Count:

7,160

4,823

3,234

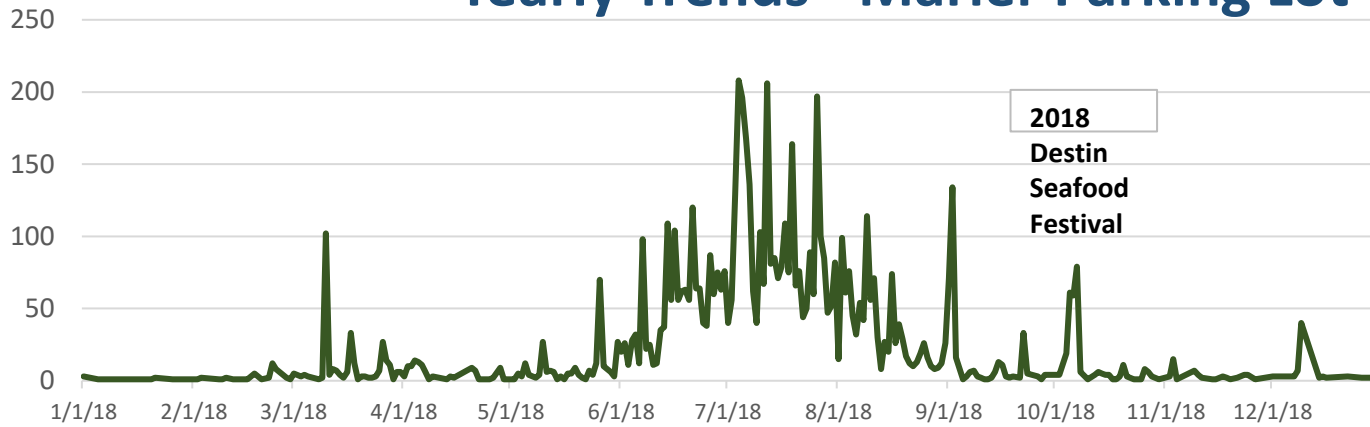
Rate

\$1 per hour,
\$.50 each
additional hour

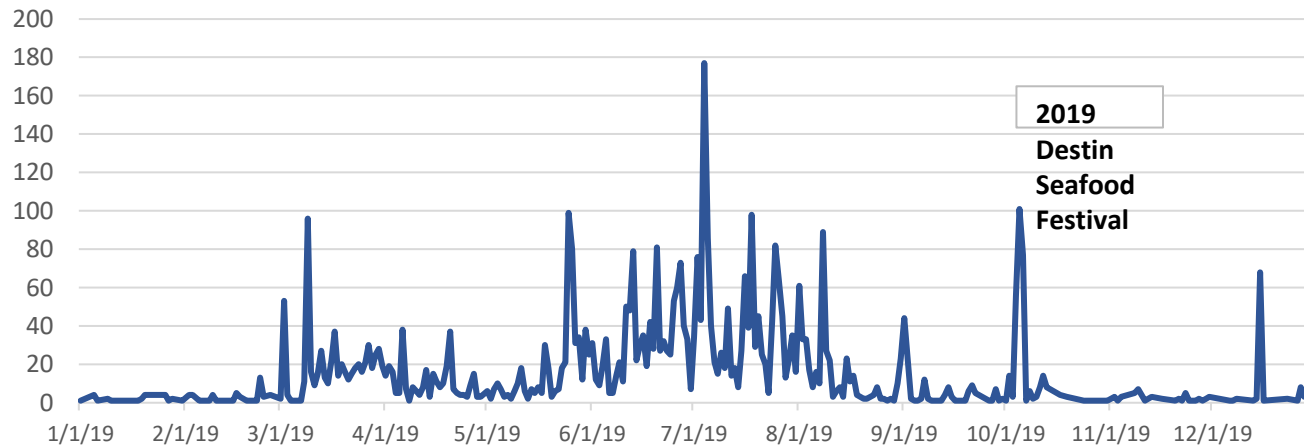
\$5 per 24
hours

\$5 per 24
hours

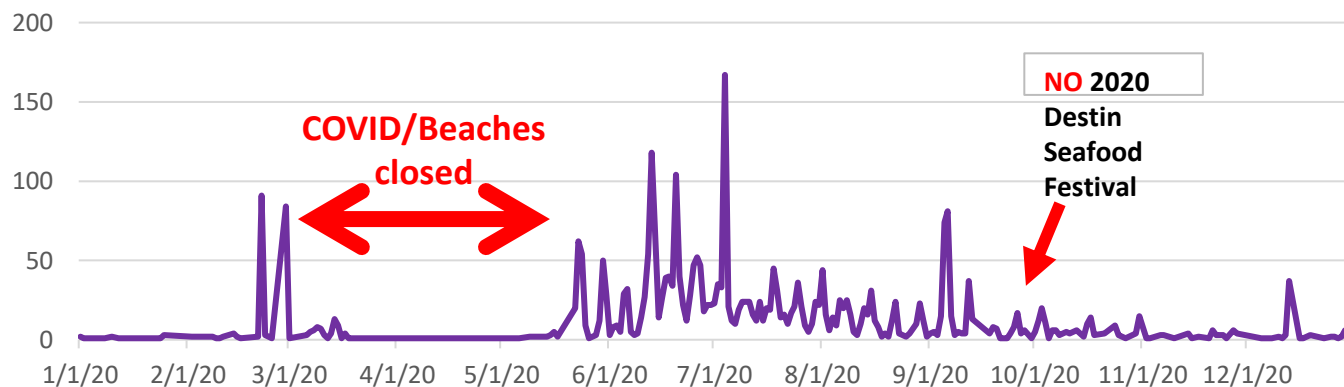
Yearly Trends - Marler Parking Lot Transaction Count



- **2018: 7,160 at hourly rate**
- **84% during 100 days of summer**



- **2019: 4,823 at 24-hour rate**
- **64% during 100 days of summer**



- **2020: 3,234 at 24-hour rate**
 - **80% during 100 days of summer**
- *Peak day was July 4th – 167 transactions**

- **Annual Physical Maintenance = \$6,600/yr.**

- Resurfacing (includes milling, resurfacing, tack coat and mobilization for ~6255 sq. yds.) = \$79,000.
- Painting (in-house, white + yellow + blue) = \$1,000 every 3 years.
- Mowing and miscellaneous costs-\$20,000

Total ~\$100,000 over 15 years.

- **Electricity costs for Lighting = ~\$1,620/yr.**

Example
Maintenance
Costs -
Marler
Parking Lot

Summary of Findings for Harbor District Paid Parking Lots

- Total annual transactions have gone down since 2018; **However:**
 - **2018** paid parking was based on an hourly rate. Many repeat transactions occurred in order to extend short time sessions.
 - **2019** – 24-hour rate was implemented, and revenue increased by approximately 50%.
 - **2020** – Covid-19 significantly impacted use.
- Most transactions occur at peak season or during special events (Seafood festival, Thursday night fireworks, peak tourist season, etc.).

Notes on Harbor District Paid Parking Lots

- The City's Comprehensive Plan designates the Harbor District as a festive mixed-use marketplace and encourages vibrant tourist commercial development. As such, public parking in the harbor District, is one of the biggest land use challenges/issues that the City faces.

Notes on Harbor District Paid Parking Lots

- To help address the parking issue, Comprehensive Plan Policy: 2-1.3.18 encourages the establishment of community parking facilities, and the development of the Marler and Zerbe parking lots are consistent with that policy.
- The Royal Melvin Park Development Order is tied to the Marler Street parking lot.



Beach Paid Parking

Beach Paid
Parking
Was Not
Implemented
until July 1, 2020

July – December 2020

Net Revenue:

\$116,263.00

Transaction Count:

22,928

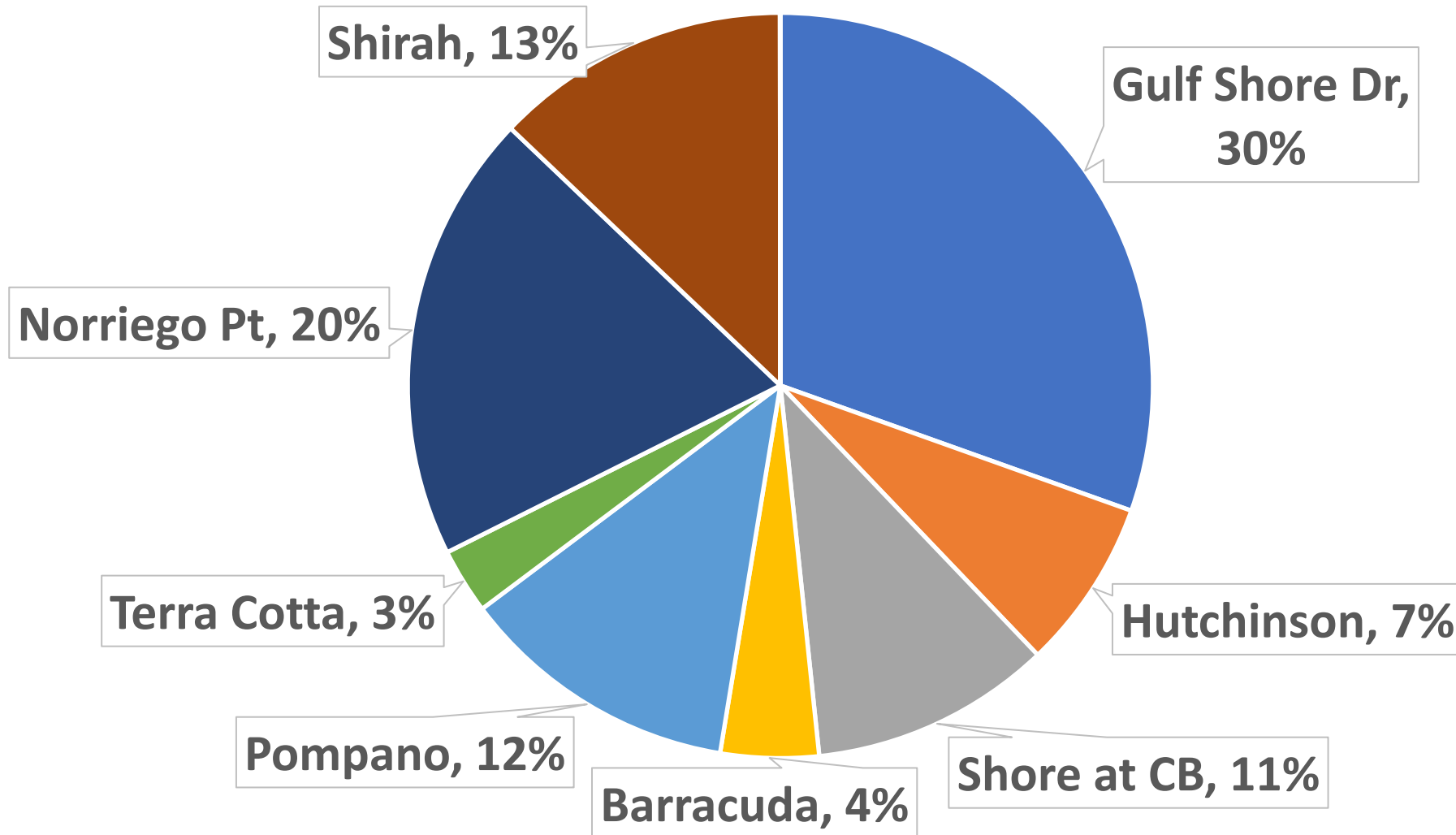
Rate

\$5 per 5 hours

***494 Resident Beach
Parking Passes
issued in FY21.**

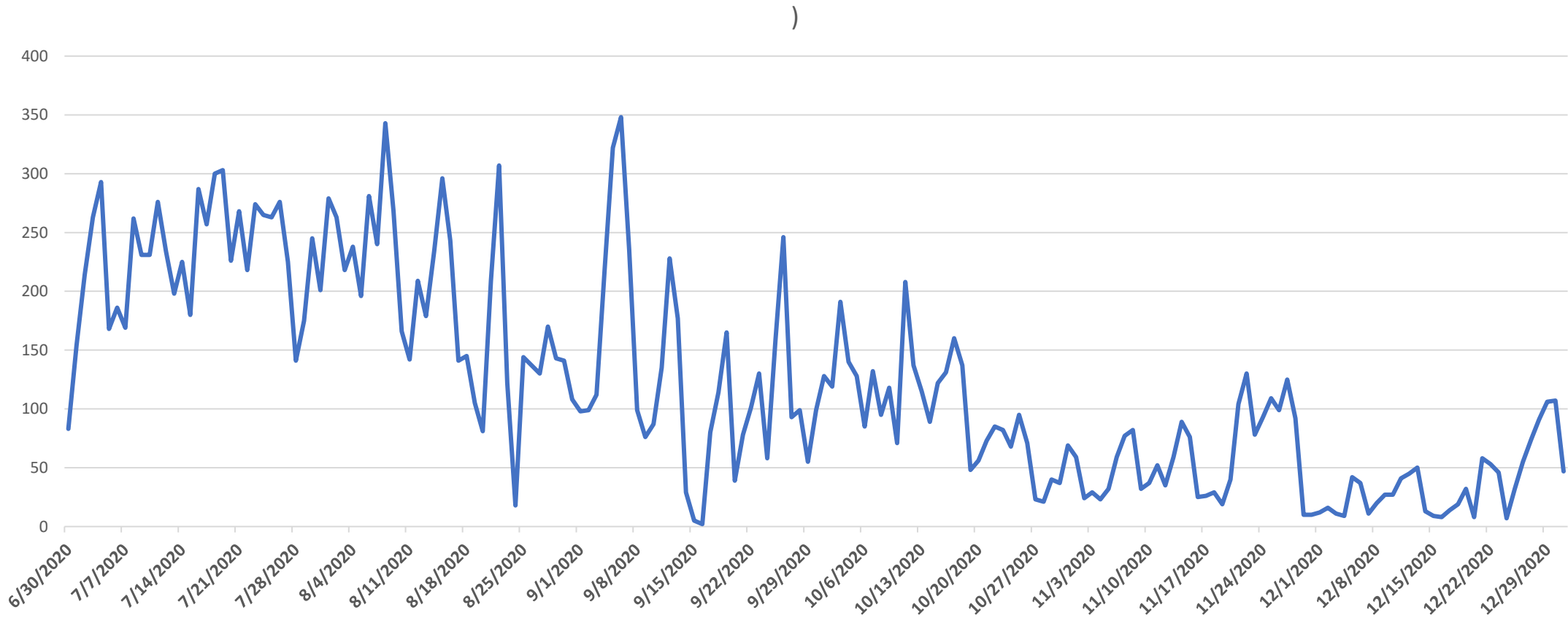
July – Dec 2020

22,930 Beach Parking Transactions



Beach Parking Transaction Count Trend

July 1 -Dec 31, 2020



Enforcement of Paid Parking in 2020

939 Tickets Issued

- 601 Tickets Paid - \$19,883
- 338 Unpaid - \$10,263
 - *Passport pursues unpaid citations



Physical Wayfinding Signage

- Family of Wayfinding Signage
- 24"x24" Public Parking signs
- 24"x9" directional shingles

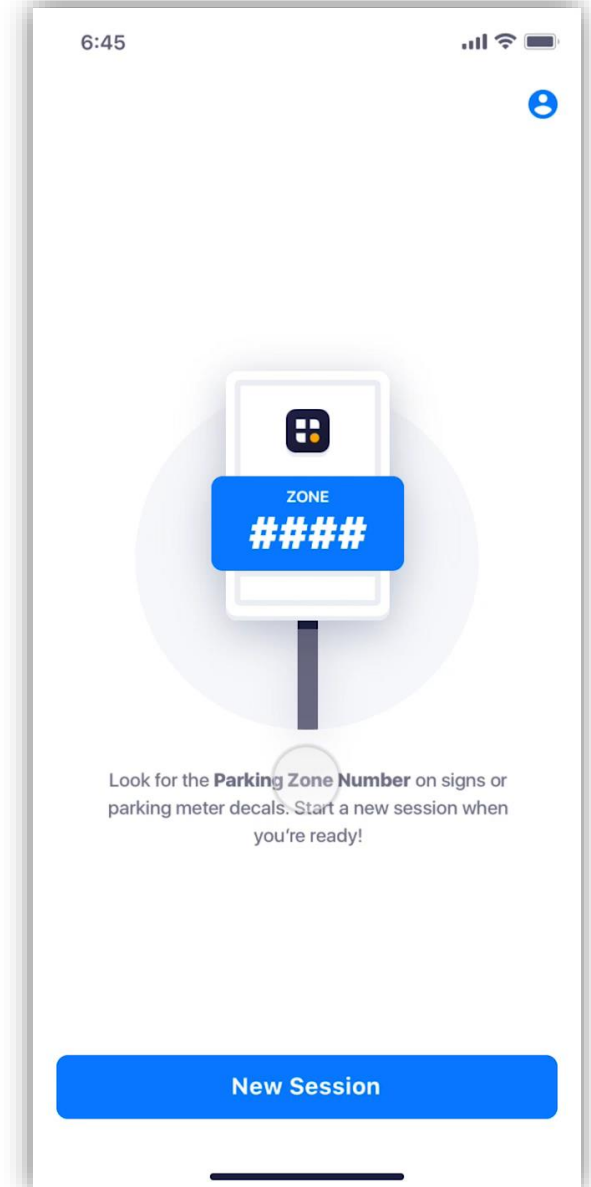
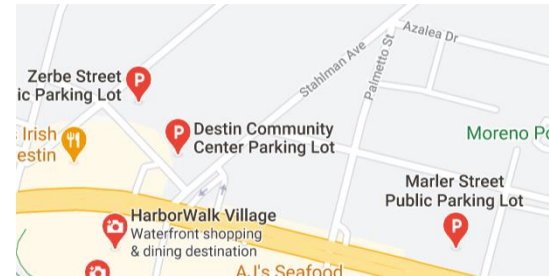


Pay to Park Wayfinding, Possible Sign Placement



Ways to Pay and Technology

- SMARTPHONE - PAY BY APP
- PAY BY WEB – www.ppprk.com
- PAY BY TEXT
- PAY BY VOICE
- PAY BY MAPPING APP
- Google Maps and Apple Maps Updates
- Possible Integration of In-lot Pay Stations





Parking (Special Revenue) Fund

- Special Revenue Fund: to account for proceeds of a specific revenue source *committed by resolution* to expenditure for specified purposes.
- Specified purposes: Operations and maintenance of current and future parking locations, to include signage updates (physical and electronic), fee collection methods and related collection charges, and capital projects including restriping, repaving, and expansion of City managed parking options.
- Specific revenue source: Parking fees collected.

7/1/20-12/31/20

Gulf Shore Dr	\$ 35,579.25
Hutchinson	\$ 8,680.25
Shore at CB	\$ 12,059.75
Barracuda	\$ 5,026.00
Pompano	\$ 14,377.00
Terra Cotta	\$ 3,622.00
Norriego Pt	\$ 22,092.00
Shirah	\$ 14,812.50
Moreno	\$ 14.25
7/1/20-12/31/20 TOTAL	<u>\$116,263.00</u>

2018

Marler	\$ 14,545.00
Community Center	\$ 12,703.75
Zerbe	\$ 12,662.00
2018 Total	<u>\$ 39,910.75</u>

2019

Marler	\$ 23,142.75
Community Center	\$ 40,995.25
Zerbe	\$ 31,491.25
2019 Total	<u>\$ 95,629.25</u>

2020 *COVID

Marler	\$ 17,210.75
Community Center	\$ 27,699.50
Zerbe	\$ 19,632.25
2020 Total	<u>\$ 64,542.50</u>

It was the consensus of the Council to allow staff to conduct an analysis to determine which rights-of-way, properties and easements are best suited for public/private use, including the cost for cleaning them up to make them accessible to the public, and bring back some suggestions/options by May 2021.

E. Paid Parking Update

Deputy City Manager Webb Warren provided the following updates on revenue and signage for paid parking.

Summary Timeline of Paid Parking in Destin

- 2008 – Purchased northern part of Zerbe lot for \$400,000
- 2009 – Purchased Marler Street Parking Lot for \$3,125,000
- 2013 – Developed 150 parking spots for Marler - \$400,000 construction cost
- 2017 – Implemented pilot paid parking program - \$1 for first hour, \$.50 each additional hour
- 2019 – Implemented \$5 flat fee for 24 hours for all lots. Purchased central part of Zerbe lot for \$250,000
- July 2020 – Implemented paid parking for beach, added residential passes for beach parking
- September 2020 – Council voted to and staff implemented waiving fees on Sunday mornings at Marler Parking Lot

Zerbe, Community Center, and Marler Paid Parking

- 2018 – Net Revenue: 39,910.75
Transaction Count: 20,372
Rate: \$1 per hour, \$.50 each additional hour
- 2019 – Net Revenue: 95,629,.25
Transaction Count: 20,207
Rate: \$5 per 24 hours
- **2020 – Net Revenue: \$64,542.50
Transaction Count: 12,603
Rate: \$5 per 24 hours

** COVID-19

2020 Harbor District Paid Parking Transactions (Community Center parking is free to patrons of the facility)

- Community Center – 43%
- Zerbe – 30%
- Marler – 27%

Marler Street Parking Lot

- 2018 – Net Revenue: \$14,545.00
Transaction Count: 7,160
Rate: \$1 per hour, \$.50 each additional hour
- 2019 – Net Revenue: 23,142.75
Transaction Count: 4,823
Rate: \$5 per 24 hours
- **2020 – Net Revenue: \$17,210.75
Transaction Count: 3,234
Rate: \$5 per 24 hours

** COVID-19

Yearly Trends – Marking Parking Lot Transaction Count

- 2018: 7,160 at hourly rate
 - ❖ 84% during 100 days of summer
- 2019: 4,823 at 24-hour rate
 - ❖ 64% during 100 days of summer
- 2020: 3,234 at 24-hour rate
 - ❖ 80% during 100 days of summer

Example Maintenance Costs – Marler Parking Lot

- Annual Physical Maintenance = \$6,600/year
 - ❖ Resurfacing (includes milling, resurfacing, tack coat and mobilization for approximately 6255 sq. yds = \$79,000
- Painting (in-house, white + yellow + blue) = \$1,000 every 3 years
- Mowing and miscellaneous costs - \$20,000
- Total: Approximately \$100,000 over 15 years
- Electricity costs for lighting = Approximately \$1,620/year

Summary of Findings for Harbor District Paid Parking Lots

- Total annual transactions have gone down since 2018; however,
 - ❖ 2018 – paid parking was based on an hourly rate. Many repeat transactions occurred in order to extend short time sessions
 - ❖ 2019 – 24-hour rate was implemented, and revenue increased by approximately 50%
 - ❖ 2020 – COVID-19 significantly impacted use
- Most transactions occur at peak season or during special events (Seafood Festival, Thursday night fireworks, peak tourist season, etc.)

Notes on Harbor District Paid Parking Lots

- The City's Comprehensive Plan designates the Harbor District as a festive mixed-use marketplace and encourages vibrant tourist commercial development. As such, public parking in the Harbor District is one of the biggest land use challenges/issues that the City faces
- To help address the parking issue, Comprehensive Plan Policy: 2-1.3.18 encourages the establishment of community parking facilities, and the development of the Marler and Zerbe parking lots are consistent with that policy
- The Royal Melvin Park Development Order is tied to the Marler Street Parking Lot

Beach Paid Parking

- Beach paid parking was not implemented until July 1, 2020
- 494 resident beach parking passes issued in FY21
- July – December 2020:
 - ❖ Net Revenue: \$116,263.00
 - ❖ Transaction Count: 22,928
 - ❖ Rate: \$5 per 5 hours
- July – December 2020: 22,930 beach parking transactions
 - ❖ Gulf Shore – 30%
 - ❖ Norriego Point – 20%
 - ❖ Shirah – 13%
 - ❖ Pompano – 12%
 - ❖ Shore at Crystal Beach – 11%
 - ❖ Hutchinson – 7%
 - ❖ Barracuda – 4%
 - ❖ Terra Cotta – 3%

Enforcement of Paid Parking in 2020

- 939 tickets issued
 - ❖ 601 tickets paid – \$19,883
 - ❖ 338 tickets unpaid – \$10,263
 - ❖ Passport pursues unpaid citations

Physical Wayfinding Signage

- Family of Wayfinding Signage
- 24" x 24" public parking signs
- 24" x 9" directional shingles

Ways to Pay and Technology

- Smartphone – pay by app
- Pay by Web – www.ppprk.com
- Pay by text
- Pay by voice
- Pay by mapping app
- Google Maps and Apple Maps updates
- Possible integration of in-lot pay stations

Councilmember Schmidt asked if they have considered putting signage on the bridge directing motorists to the Sibert/Zerbe parking lots or other lots to afford them easy access to those lots.

City Engineer Donald Smith stated that as a matter of safety they are not recommending any left turn movements from US Hwy 98 to north of Destin where there is not a traffic signal. They would need to go down to Stahlman Avenue, Benning Drive or other streets where there is a traffic signal and there will be interior signage directing people to the parking lots.

Councilmember Destin recommends installing bigger signs designating the parking lots that could easily be seen by people driving down the road. He also noted that based on the revenue, Marler Parking Lot, which is their biggest lot, is not being utilized anywhere near its utmost capacity. To increase its usage, they could consider installing credit card machines rather than using the app to pay for parking as cell phones do not work too well on the harbor. And unless they figure out how they could increase the usage of that lot, they could probably designate it as free parking as many people have already suggested and sacrifice a small revenue.

According to Public Services Director Michael Burgess, they will need FDOT's approval to place public parking signs on the medians. They will be working with FDOT to obtain recommended sizes and such for the signage because the higher the speed limit, the larger the sign.

IT Manager Matthew Pace explained there are a variety of ways to pay for parking, not just by app; however, Passport Parking is a cloud-based program. There are no kiosks or other structures in place. The City has had some discussions with several different cities that use this program, including the City of Pensacola. They are trying to figure out a way to possibly get some integration with a kiosk. These are LTE cell phone powered internet stations and that they could run into issues with cell phone bandwidth which need to be addressed from the larger companies. As far as the digital wayfinding, he has been updating as many maps as he can – Google Maps, Apple Maps – and adding in public parking elements so that when people are looking at public parking in the Harbor District while traveling, they will be able to get directions from their phone. They have been verified by Google

and Apple to make any changes as necessary. There are also links to parking pages in the Harbor District parking with all the different ways they can pay for parking. They are definitely trying to expand the ways people can pay to park.

Councilmember Destin noted that all these processes are dependent upon a cell phone. They need something that would work even when the cell phone fails to perform. Cox Cable has a cable structure there to which many businesses are hooked up.

Mr. Pace stated they would probably need to install some type of structure or small facility to house the modems and other equipment to have their own internet connection. However, this would require a different direction for kiosks. These are solar powered and meant to be placed in various locations without internet. He stated that he would continue his search for something that would be a hard-wired connection and provide the Council more options.

Councilmember Destin asked if they are still doing any kind of commercial use parking where businesses pay \$1,000 for employee parking.

Mr. Warren explained that when they went to the new rate, Council voted to discontinue that process as staff time to manage that system would be quite immense and simply not cost effective.

Finance Director Krystal Strickland covered the following items:

Parking (Special Revenue) Fund

➤ Special Revenue Fund: To account for proceeds of a specific revenue source committed by resolution to expenditure for specified purposes

❖ Specified purposes: Operations and maintenance of current and future parking locations, to include signage updates (physical and electronic), fee collection methods and related collection charges, and capital projects including re-striping, repaving, and expansion of City-managed parking options

❖ Specific revenue source: Parking fees collected

▪ July 1, 2020 – December 31, 2020

○ Gulf Shore Drive	\$35,579.25
○ Hutchinson	\$8,680.25
○ Shore at Crystal Beach	\$12,059.75
○ Barracuda	\$5,026.00
○ Pompano	\$14,377.00
○ Terra Cotta	\$3,622.00
○ Norriego Point	\$22,092.00
○ Shirah	\$14,812.50
○ Moreno	\$14.25
○ TOTAL	<u>\$116,263.00</u>

▪ 2018	
○ Marler	\$14,545.00
○ Community Center	\$12,703.75
○ Zerbe	\$12,662.00
○ TOTAL	<u>\$39,910.75</u>
▪ 2019	
○ Marler	\$23,142.75
○ Community Center	\$40,995.25
○ Zerbe	\$31,491.25
○ TOTAL	<u>\$95,629.25</u>
▪ 2020 (**COVID-19)	
○ Marler	\$17,210.75
○ Community Center	\$27,699.50
○ Zerbe	\$19,632.2
○ TOTAL	<u>\$64,542.50</u>

Councilmember Overdier moved to direct staff to bring forth a resolution creating a Parking Fee Special Revenue Fund with an effective date of October 1, 2021; seconded by Councilmember Hebert.

Councilmember Destin asked whether physical maintenance and upkeep, and other related expenses which they have discussed, could come out of the parking fee special revenue fund; to which Ms. Strickland replied affirmatively.

Motion passed 7-0. (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

F. City of Destin Utility Undergrounding Project Management Agreement

Grants/Project Manager Jeff Cozadd informed the Council that City staff and legal counsel have prepared an agreement for undergrounding project management. Utility Consultants of Florida has reviewed the agreement and finds it to be acceptable. The agreement identifies a scope of services and a fee schedule. City staff and legal counsel believe this agreement to be reasonable and structured in a manner that will benefit and advance the City’s utility undergrounding efforts. This agreement allows the City to issue work orders that identify specific tasks and non-to-exceed amount.

Mr. Mark Porter of Utility Consultants of Florida gave the following presentation:

- The firm specializes in utility undergrounding projects. Other major projects include:
 - ❖ Longboat Key (underground conversion)

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 15, 2021
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to move agenda item 7B(3) – *Beach Raking/Sweeping*, following Approval of Minutes passed 7-0.

Motion to add as agenda item 7E(1) – *Hiring of a planning technician at Community Development Department responsible for approving permits, and 7E(2) – Commends the Parks and Recreation Department for removal of bamboo trees on Main Street*, passed 7-0.

Motion to add as agenda item 7F(1) – *Speed issue between Sibert Street and Calhoun Avenue*, passed 7-0.

1. APPROVAL OF MINUTES

A. Approval of minutes of February 1, 2021 Regular City Council Meeting

Motion to approve minutes of February 1, 2021 Regular City Council Meeting passed 7-0.

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Okaloosa County Beach Cleaning Services - Okaloosa County

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Councilmember Braden requested that “Funding request from Emerald Coast Fitness Foundation” be added on the April 5, 2021 Council meeting agenda for discussion.

4. CITY MANAGER REPORTS

- A. Capital Project Status
- B. Operations Financial Report
- C. Debt Financing - Bank RFP

Motion to authorize and direct the City Manager to issue the Request for Proposal passed 7-0.

- D. Inventory of City-Wide Rights-of-Ways (ROW), Properties, and Easements with Waterfront Access

It was the consensus of the Council to allow staff to conduct an analysis to determine which rights-of-way, properties and easements are best suited for public/private use, including the cost for cleaning them up to make them accessible to the public, and bring back some suggestions/options by May 2021.

- E. Paid Parking Update

Motion to direct staff to bring forth a resolution creating a Parking Fee Special Revenue Fund with an effective date of October 1, 2021 passed 7-0.

- F. City of Destin Utility Undergrounding Project Management Agreement

Motion to authorize the City Manager to execute the Agreement for Destin Utility Undergrounding Project Management with Utility Consultant of Florida passed 7-0.

- G. Options and Estimates to Address Speed Concerns at Sibert Avenue and Forest Street Intersection.

Motion to direct the City Manager to install an all way stop signs at the Sibert Avenue and Forrest Street intersection and to make any required budget amendments passed 7-0.

The Finance Director will meet with Public Works and Engineering groups to try to come up with the actual amount for all way stop signs and determine whether an internal budget transfer or other sources of funding, such as Council Contingency Fund, is more appropriate, and bring back recommendations to the City Council at the next Council meeting.

- H. COMPASS System/EnerGov Update

- I. Announcements

- **City Hall Annex Parking Lot is tentatively scheduled for resurfacing this weekend. Staff will put up signage to redirect patrons of the Destin Dog Park to use the City Hall parking lot.**
- **Destin Little League opening day is Saturday, March 20th. There will be a parade from the Destin Elementary School to Dalton Threadgill Park beginning at 9:00 AM.**
- **The President signed the American Rescue Plan. Preliminary numbers show that Destin will receive approximately \$5.9 million.**

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-01-LC - Amending Article 7, zoning and regulatory controls of the Land Development Code, permitting residential uses in the South Harbor Mixed Use zoning district in structures pre-dating incorporation of the City of Destin (1984)

Motion to approve Ordinance 21-01-LC on second reading passed 7-0.

6. *CONSENT AGENDA (No public comments)

- A. Pyro Shows, Inc. Change in Liability Insurance Coverage
- B. Harbor Capacity Study Contract and Scope
- C. Boardwalk Repair, Replacement, and Maintenance Services, authorization to award and execute contract
- D. Draft Minutes of Standing Committee/Board Meetings

Motion to pull Consent Agenda 6C for discussion, and approve Consent Agenda 6A, 6B, and 6D, passed 7-0.

Motion to approve Consent Agenda 6C passed 7-0.

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

A. Councilmember Braden

- 1) Development in Floodplains

Councilmember Braden asked staff to determine how the new floodplain maps will affect development in Destin and any changes that can be made to the City's current flood ordinance that can help development in the Destin areas. Also, to invoke the pending ordinance doctrine while the ordinance is in process.

Community Development Director will bring back proposed ordinance parameters. The Land Use Attorney will determine whether it is necessary to invoke the pending ordinance doctrine based on those parameters.

B. Councilmember Ramswell

- 1) Content of the Referendum
- 2) Work Plans

Provide training to members of committees on formulation of their annual work plans to provide them more tools and promote consistency throughout the committee system.

3) Beach Raking/Sweeping

C. Councilmember Destin

Motion that a preliminary report on Stahlman Intersection Improvements be presented at the next City Council meeting passed 7-0.

Councilmember Destin requested that the crosstown connector redesign project be placed on the agenda for the first meeting in May to discuss timelines for completion and to entertain ideas about multi-modal paths from several members of the community that they may be able to work into the plan.

D. Councilmember Overdier

E. Councilmember Hebert

Motion to authorize the Community Development Department to hire an employee to process permits and perform routine work for simple projects that can be expedited to further streamline the process; and for the City Manager to discuss with the Finance Director and Community Development Director how they can implement it, passed 7-0.

F. Councilmember King

Councilmember King asked staff to come up with proposed solutions to reported constant racing/speeding on Pine Street (between Sibert and Calhoun).

G. Councilmember Schmidt

- 1) Appointment of Member -
Local Planning Agency -
Corey Ledbetter

Motion to appoint Corey Ledbetter to the Local Planning Agency passed 7-0.

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT: 9:42 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Michael Burgess, Public Services Director
Lisa Firth, Parks & Rec Director
Joey Forgione, Code Compliance Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 9/17/21

SUBJECT: Resolution 2021-14 - Resident Parking Pass Program

I. BACKGROUND: The City of Destin began its paid parking system in 2018. Initially, the paid parking system consisted of the Marler, Community Center and the Zerbe parking lots. The paid parking system helped staff to minimize long-term parking in City parking spaces as well as create a revenue source for maintenance of existing parking lots and potential funding for future parking areas. These lots have regularly served as parking lots for visitors, residents as well as the workforce for various businesses in the harbor district.

On June 1st, 2020, Council directed staff to expand the system to beach parking areas, effective July 1st, 2020. The paid parking system in these areas has helped to drastically reduce short-term rental parking overflow that had previously resulted in long-term parking in public beach parking spots.

Short-term paid parking encourages turnover of parking spots in the beach districts, which creates more availability of parking for visitors and residents alike. It also provides staff with a system that helps to manage parking problems in public parking areas.

The approved parking fees are:

1.) \$5 for 5 hours in beach parking areas

*Shorter time frame increases availability and transiency of parking spaces in the beach district.

**Handicapped passes park for free

2.) \$5 for 24 hours in the harbor district

*Longer time frame provides simplicity for harbor workforce and charter fishing fleet customers.

**Handicapped passes park for free

The paid parking system in FY 2021 generated approximately 90,000 transactions resulting in approximately \$485,000 in gross revenue.

II. DISCUSSION: As of 9/22/2021, the City issued 1,034 residential parking passes for calendar year 2021. Every year, staff revisits the paid parking program to see what improvements could be made for the upcoming calendar year. New passes are issued at the beginning of the calendar year.

Passes are issued to full-time residents. Residents provide a valid Florida driver's license or State issued Florida I.D. card as well as registration for vehicles. The integrity of the pass system is maintained, in part, by code compliance, being able to check that registered passes on cars in parking spaces match the resident license plate on record.

Staff is requesting that the 2022 residential parking pass be expanded from the beach district to cover all city-operated paid parking lots in the city.

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

Improved mobility and connectivity

Enhanced quality of life and safety for families

Effective, efficient and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Staff does not expect a significant reduction in collection of fees.

C. Level of Service (LOS): Increased level of service for full-time Destin residents.

III. CONCLUSION: Staff is proposing to add all city-operated paid parking lots, including the lots of Marler, Zerbe and the Community Center, to be included for use with the full-time Destin resident parking pass program. Staff proposes this change to go into effect with the issuance of the 2022 parking passes to full-time Destin residents.

IV. RECOMMENDED MOTION: I move to adopt Resolution 2021-14.

Attachments:

1. June 1 2020 Minutes
2. Resolution 2021-14 - Resident Parking Pass Program

- ❖ Reduction and vacation of Azalea Drive ROW between Benning Drive and Stahlman Avenue is not recommended

Councilmember Marler reiterated that to his knowledge the crosstown connector has never ever conceived to be other than a two-lane highway, and it has never ever conceived to be anything more than a way for local residents to avoid the highway and get to their destinations. He also emphasized that future Council can change whatever measure they decide to undertake now. He added that a decision must be made as soon as possible.

Councilmember Destin recommends reducing the acquisition of property they need in the final zone two area. He continued there are two parcels on Benning Drive, and so they would need to determine what portion they would need to acquire to guarantee a two-lane road.

Councilmember Morgan supports Councilmember Destin's recommendation, stating that the crosstown connector may be constructed as a 2-lane road now; however, the original design shows it is easily adaptable to 4 lanes. He also noted there are about 60 homes on Seaview, Mountain Drive and Legion Drive that run between Beach Drive and Benning Drive which are thru-traffic roads. The crosstown connector would keep traffic off residential roads making these areas a much safer places to live and improve the quality of life of the people in Old Destin.

Councilmember Destin moved to instruct City staff, City Attorney, Land Use Attorney and the City Engineer to redesign their land acquisition plan at the Azalea Drive and Benning Drive intersection to ensure that only a 2-lane road is built; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

C. Airport Road Improvements, authorization to allow the City Manager to sign a Maintenance Agreement with FDOT

The City Manager requests authorization to sign a maintenance agreement that would enable FDOT to move forward with the construction of the roadway improvements associated with Airport Road project without delay.

Councilmember Menchel asked whether FDOT has given a timeframe for construction.

The City Manager replied that FDOT has a tentative plan to start construction in July.

Councilmember Braden moved to approve Resolution 20-11 and authorize the City Manager to execute and deliver the maintenance agreement provided and any other related documents necessary to consummate this agreement; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. Update on Beach Paid Parking (Parking South of Highway 98) and Resident Passes

The City Manager informed Council that staff is prepared to move forward with establishing the paid parking system along Scenic Hwy 98/Gulf Shore Drive and launching a free resident parking pass for these areas as soon as they receive Council's authorization.

Councilmember Morgan moved to delay the program indefinitely; seconded by Councilmember Destin.

Councilmember Overdier offered a substitute motion to start the beach paid parking program on July 1, 2020, initiate the free resident beach parking pass program, and amend the parking hours for the beach parking zones to 3:00 AM till 11:00 PM; seconded by Councilmember Ramswell.

Councilmember Morgan noted he cannot support this program because he feels they do not have enough beach, and that it is too much to ask from the Destin residents especially during the time when people are economically hurting because of the pandemic.

According to Code Compliance Manager Joey Forgione, they see mostly out-of-state tags.

Councilmember Destin pointed out there is not much parking available out at the beach. There is not much to gain in terms of revenue stream, and this would just aggravate a lot of people.

Motion passed 4-3 (Council members Menchel, Overdier, Braden and Ramswell voted "yes"; Council members Morgan, Destin and Marler voted "no")

E. Recreation Re-Opening of Sports Tournaments

The City Manager requests Council's direction for recreation re-opening of sports tournaments. He stated that the CDC has recommended guidelines, and that the National Parks and Recreation Association has adopted those guidelines. There are 6 levels of risk that have been provided and are listed in the staff report. They are currently at level 3 where they are allowing competition within the teams like in Little League Baseball Program. Staff is very comfortable moving to level 4 – "Even More Risk" where the little league basically operates as normal. They could also implement level 5 – "High Risk" if authorized by Council.

Councilmember Menchel moved to direct staff to implement level 4 "Even More Risk" allowing for full competition between teams from the same local geographic area with adherence to the CDC's guiding principles for youth sports; seconded by Councilmember Overdier.

Parks and Recreation Director Lisa Firth noted they are ready to bring local programs out on the field, but not out-of-state programs.

Councilmember Menchel recommends putting this item back on the next Council meeting agenda so the Council could consider potentially going to the next level.

RESOLUTION 2021-14

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ESTABLISHMENT OF RESIDENT PARKING PASSES FOR CITY-OPERATED PAID PARKING LOTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's 2022 adopted Strategic Plan specifies that residents are the top priority key customer group; and

WHEREAS, the City of Destin, Florida (the "City") desires to expand the Resident Beach Parking Pass Program to a Resident Parking Pass Program to include all City-operated paid parking lots; and

WHEREAS, on June 1st, 2020, the City Council voted to expand the City-operated paid parking districts from the harbor lots of Marler, Zerbe and the Community Center to designated parking lots south of highway 98; and

WHEREAS, the new district south of 98 was designated as the "beach paid parking areas" and Council directed staff to create a free resident pass program for the "beach paid parking areas"; and

WHEREAS, an expanded Resident Parking Pass Program will provide a benefit to residents and provide increased access to waterfront parks, the harbor district and boardwalk; and

WHEREAS, the Resident Parking Pass Program runs on a calendar year and the City desires to establish an effective starting date of 1/01/2022 for the expansion of the residential parking passes to all city-operated paid parking lots; and

NOW, THEREFORE, The City Council of the City of Destin, Florida, does hereby declare and establish the following:

Section 1. Recitals.

- A. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Expanding the Residential Parking Pass Program

- A. The City Manager is hereby authorized and directed to take all necessary and appropriate measures to incorporate all City-operated paid parking lots into the Resident Parking Pass Program. A *resident* is a person residing full-time within the incorporated city limits of Destin.

Section 3. Severability.

- A. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 4. Repealer.

- A. Any resolution or policy in conflict with this Resolution shall be considered repealed to the extent of the conflict.

Section 5. Effective Date.

- A. This Resolution shall be effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA THIS __TH DAY OF _____, 2021.

GARY JARVIS, MAYOR

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF DESTIN

REY BAILEY, CITY CLERK

KYLE S. BAUMAN, ESQ., CITY ATTORNEY

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements
1) Library Technology Upgrades
2) Undergrounding Update

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: October 4, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Wen Livingston, Library Director

DATE: 09/27/2021

SUBJECT: 2022 Okaloosa County Public Library Cooperative Interlocal Agreement

I. BACKGROUND: The current Okaloosa County Public Library Cooperative (OCPLC) Interlocal Agreement will expire on December 31, 2021. It is now time to execute a new agreement that stipulates the amount of funding Okaloosa County will pay in FY2022 to extend municipal library services to all residents of Okaloosa County.

II. DISCUSSION: The OCPLC governing board has approved the attached Interlocal agreement to bring before each Member City's Council for approval. The Okaloosa County Board of Commissioners has approved at a minimum of \$749,571 for library services in FY2022. \$540,179 is disbursed to the six-member libraries and, at a minimum of \$209,392, is budgeted for the cooperative office's shared services and administrative support functions. Each Member City will have funds disbursed according to the funding formula guidelines stipulated in the Interlocal Agreement.

ONE change from the current year's Agreement:

Page 7: removed "ILS and library Web services management" from the list of in-kind support provided by the County to the Cooperative. The Cooperative has moved to a third-party cloud-hosted software, so these functions are no longer required from the County IT. This change was adopted upon recommendation of the Library Directors Council to the OCPLC Governing Board.

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

B. Effect on Budget (EOB): The City of Destin will receive approximately \$71,470.00 in revenue from Okaloosa County.

C. Level of Service (LOS): The County's contribution to the Destin Library greatly

enhances the level of service to the community by increasing the purchasing power for materials and services that the library provides to patrons.

III. CONCLUSION: This action will allow us to continue providing excellent library services to our City and County residents.

IV. RECOMMENDED MOTION: I move to approve the Okaloosa County Public Library Cooperative Interlocal Agreement and authorize the Mayor to execute the agreement.

Attachments:

1. 2022 Library Interlocal Agreement
2. RESOLUTION 21-13-2022 interlocal

Okaloosa County Public Library Cooperative 2022 Interlocal Agreement

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

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide libraries and cultural facilities and programs; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

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

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

THEREFORE, the parties agree as follows:

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

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

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
 - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
 - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
 - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
 - g) "Fiscal Year" shall mean budget year October 1-September 30.
 - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
 - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
 - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
 - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
 - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
 - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
 - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
 - o) "Service Area" shall mean all eligible residents of Okaloosa County
 - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2022 whichever comes first, and shall end or be renewed December 31, 2022 unless terminated in accordance with the provisions of the

Agreement or unless extended by supplemental Agreement subject to renewal and revision. Recognizing the Agreement crosses two fiscal years (FY2022 and FY2023) but monetary allocation is distributed in FY2022, the allocation for FY2023 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

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

6. ADDITION OF NEW MEMBERS:

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

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

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

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

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

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

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

the County, shall remain the property of the Participating Library for which they were purchased, except in the case of any subsequent agreement or amendment to this Agreement.

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

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

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

Governing Bodies shall retain all rights, responsibilities and powers associated with employment of staff.

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

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

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

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

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

17. **APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS:** The County shall provide at a minimum \$749,571 for the period beginning October 1, 2021 and ending September 30, 2022. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) At a minimum \$209,392 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) \$540,179 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
 - Construction funds are expressly prohibited.

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

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

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

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

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

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

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

by the county will be maintained by IT; assistance to end users on the public access network will not be provided.

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

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

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

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

CITY OF FORT WALTON BEACH
CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

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

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

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

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

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

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

27. PUBLIC RECORDS: If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at Okaloosa County Risk Manager, 5479B Old Bethel Road, FL 32536; Phone: (850) 689-5977.

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

CITY OF CRESTVIEW

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2021

CITY OF DESTIN

ATTEST: _____

Title _____

(Title): _____ This ____ day of _____, 2021

CITY OF FORT WALTON BEACH

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2021

CITY OF MARY ESTHER

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2021

CITY OF NICEVILLE

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2021

CITY OF VALPARAISO

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2021

COOPERATIVE GOVERNING BOARD

ATTEST: _____

(Title): Vicky Stever, Coordinator, OCPLC

Nathan D. Boyles, Chairman
Okaloosa County Public Library Cooperative
This ____ day of _____, 2021

OKALOOSA COUNTY

ATTEST: _____

J. D. Peacock, II

(Title): Clerk of Circuit Court

Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners
This ____ day of _____, 2021

Approved as to Form

Lynn Hoshihara, County Attorney

APPENDIX A

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

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

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

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

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

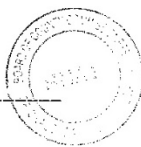
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



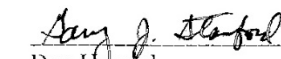
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:


Don Howard
Clerk of Courts

RESOLUTION 21-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE 2022 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MUNICIPALITIES OF CRESTVIEW, FORT WALTON BEACH, MARY ESTHER, NICEVILLE, AND VALPARAISO TO PROVIDE FREE LIBRARY SERVICES TO ALL THE RESIDENTS OF OKALOOSA COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the amount of funding can vary from year to year, and therefore the Interlocal agreement must be adopted annually;

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the 2022 Okaloosa County Public Library Cooperative Interlocal Agreement.

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

ADOPTED THIS 4TH DAY OF OCTOBER, 2021

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.B.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Catherine Card, Public Information Manager

DATE: 09/27/2021

SUBJECT: Regimental Military Intelligence Battalion (RMIB), 75TH Ranger Regiment
Training Exercise – November 29 - December 12, 2021

I. BACKGROUND: Our Battalion had such a positive experience training in Destin, FL, in October 2020 and April 2021 that we are hoping to return to train again at the end of this year.

I am reaching out to coordinate for another realistic military training request in the vicinity of Okaloosa county (Destin), Florida area occurring from 29 November 2021 – 12 December 2021.

This training exercise will be very similar to our last exercises in October, 2020 and April, 2021. I have attached letters specific to your offices (similar to the previous letters) requesting permission to train in the Okaloosa / Destin area. In order to conduct our training we need permission both from the local Law Enforcement and a County Official who can approve realistic military training. I am more than willing to adjust this letter to best fit your needs.

If there are any questions or concerns with this training event, I am more than able to answer them. I appreciate all your help and look forward to speaking with you both.

Very respectfully,

1LT Rob Pollock
XO
CEMA, RMIB
75th Ranger Regiment

II. DISCUSSION: The Council has historically endorsed the training exercises held in and around Destin annually by the 75th Ranger Regiment.

- A. Link to Strategic Goals / Objectives:** Strategic Partnerships
- B. Effect on Budget (EOB):** N/A
- C. Level of Service (LOS):**

III. CONCLUSION: The City has a history of supporting these annual activities.

IV. RECOMMENDED MOTION: I move to authorize the Mayor to execute the Letter of Coordination with the Regimental Military Intelligence Battalion, 75th Ranger Regiment for training exercises to be held November 29 through December 12, 2021.

Attachments:

1. RMT Request for Approval - City of Destin_



DEPARTMENT OF THE ARMY
CYBER AND ELECTROMAGNETIC ACTIVITIES COMPANY
MILITARY INTELLIGENCE BATTALION, 75TH RANGER REGIMENT
6450 WAY AVE, BLDG 2839
FORT BENNING, GA 31905

AORG-MIB-CE

27 September 2021

LETTER OF COORDINATION

SUBJECT: Realistic Military Training Acknowledgement between the City of Destin and the Regimental Military Intelligence Battalion, 75th Ranger Regiment

1. The Cyber and Electromagnetic Activities Company of the Regimental Military Intelligence Battalion will be conducting realistic simulated training, to include technical reconnaissance and intelligence collection, in the vicinity of Destin, FL between 29 November 2021 and 12 December 2021. Service members will be in civilian attire using civilian vehicles to conduct training and no weapons will be present.
2. All training will be conducted to minimize any and all civilian interaction. All training will be controlled by the commanding officer on ground, and continuous updates will be passed through the Okaloosa County Sheriff's Office as necessary.
3. This letter serves to acknowledge that a representative of this command has coordinated with your office prior to exercise commencement.
4. Neither the Okaloosa County Sheriff's Office, the City of Destin, nor any other agency of the Okaloosa County Government assumes any liability or risk with respect to the performance of this Letter of Coordination by the Regimental Military Intelligence Battalion, 75th Ranger Regiment.
5. The POC for this Memorandum is 1LT Katherine Wilson, katherine.n.wilson.mil@socom.mil.

Honorable Gary Jarvis, Mayor
City of Destin, FL

ALEXANDER F. PFISTER
CPT, MI
Commanding

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: September 27, 2021

SUBJECT: Resolution 21-15 Request approval for contract extension for the Independence Day Fireworks Display- Continuing Services Contract with Pyro Shows, Inc.

I. BACKGROUND: The City of Destin outsources the annual Independence Day Fireworks Display. The Parks & Recreation Department does not have the proper licenses or expertise to perform this function; therefore, it is necessary to contract with a reputable vendor who has the expertise, equipment, licensing, and resources. Pyro Shows, Inc. has satisfactorily provided these services for over seventeen years.

II. DISCUSSION: If approved, this would be the third of five annual options for renewal between the City of Destin and Pyro Shows, Inc. to provide the scope of services outlined in RFB No. 18-16-REC, with an amendment to Paragraph 5: Compensation. Pyro Shows will provide our 2022 show at the same price as stated in 2019 contract which is \$26,500.00. The City will receive a \$1,500 credit for providing a lodging sponsorship bringing the price down to \$25,000. A deposit of 50% will be due in February 2022 to lock in last year's price. The first draw of \$12,500.00 will be non-refundable, if the amendment is approved (Refer to Second Contract Agreement FY-2022, Paragraph 5).

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The total amount of the 2022 show, using Eglin Air Force Base property as the launch site is, \$26,500. Adequate funds have been included in the City's FY-2022 Special Events budget, item number 0157486-534000.

	FY2022 BUDGET
0157486-534000 Special Events-Contract Svcs	\$ 58,500
FY22 Adopted Budget	58,500
Internal Transfer	-
Previous Expenses/Encumbrances	-
Available Program Budget	58,500
This Agreement +(-)	(25,000)
FY22 Remaining Program Budget	\$ 33,500

C. Level of Service (LOS): By renewing a contract with Pyro Shows, Inc., who has an eighteen-year proven track record of exceeding the expectations of our residents, visitors and businesses, the City will be at a minimum maintaining its level of service to customers.

III. CONCLUSION: Pyro Shows, Inc. has consistently demonstrated their commitment to providing Destin's residents, visitors and businesses with a world class Independence Day Fireworks Display. Staff requests Council's approval of Resolution 21-15 approving the fireworks contract extension and amendment with Pyro-Shows, Inc. and authorizing the City Manager to execute the extension.

IV. RECOMMENDED MOTION: I move to approve Resolution 21-15 and authorize the City Manager to execute the contract extension for and on behalf of the City of Destin.

Attachments:

1. Resolution 21-15 Fireworks Contract Extension 2021 - Third Extension
2. Exhibit "A" - Pyro Shows -- Third Contract Extension
3. Contract_Pyro Show - 2019 Fourth of July
4. Resolution 20-32 Pyro Shows
5. City of Destin_Pyro Shows_Contract Extension 03-09-2021
6. Signed Resolution 19-19 Fireworks Contract Extension
7. Pyro Shows BID FY19
8. Pyro Shell Description FY19
9. dec21 Action Agenda
10. feb19 Action Agenda

RESOLUTION 21-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE INDEPENDENCE DAY FIREWORKS CONTRACT FOR JULY 4TH, 2022 BETWEEN THE CITY OF DESTIN AND PYRO SHOWS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Pyro Shows, Inc., has adequately provided Destin's Independence Day Fireworks show for the past 18 years; and

WHEREAS, the City desires to continue to secure pyrotechnic services with Pyro Shows, Inc. as detailed in the original contract; and

WHEREAS, the original contract provides for up to five one year contract extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the third such extension as provided for in the original contract with an amendment change; and

WHEREAS, Pyro Shows, Inc., Inc. has agreed to render the City of Destin pyrotechnic services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the third of five Annual Contact Extensions, attached hereto as Exhibit "A" between the City of Destin and Pyro Shows, Inc., for the provision of Destin's annual Independence Day Fireworks display to be held on July 4th, 2022.

BE IT FURTHER RESOLVED that the City Manager of the City of Destin is formally authorized to execute the third contract extension for and on behalf of the City of Destin, which Agreement is attached hereto as Exhibit "A" and made a part hereof.

ADOPTED THIS 4th DAY OF OCTOBER 2021
BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

Kyle Bauman, City Attorney

THIRD CONTRACT EXTENSION AGREEMENT FY-2022

INDEPENDENCE DAY FIREWORKS DISPLAY

This Third Contract Extension Agreement (“Agreement”) dated ___ day of _____, 2021, is between the City of Destin, Florida, 2400 Indian Bayou Trail, Destin, Florida 32541 (the “City”) and Pyro Shows, Inc., 701 West Central Avenue, La Follette, Tennessee 37766 (“Contractor”), to provide the City’s 2022 Independence Day Fireworks Display on July 4th, 2022 (Rain date: July 5th, 2022).

It is expressly agreed by the parties that this is the **third of five possible extensions** to the Contract (RFB No. 18-16-REC) originally approved by the Destin City Council on February 19, 2019, and as amended by the Second Contract Extension Agreement FY-2021 dated December 21, 2020 (together the original contract together with the amendment shall be referred to as the “Contract As Amended”)

The terms of the Contract As Amended are made a part hereof as though expressly rewritten, incorporated, and included herein.

The City Council authorized this Agreement on this 4th day of October 2021.

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

CITY OF DESTIN, FLORIDA

BY: _____
Gary Jarvis, Mayor

ATTEST:

BY: _____
Rey Bailey, City Clerk

PYRO SHOWS, INC.

By: _____
Name: Lansden E. Hill, Jr.
Title: President & CEO

Date: _____

CITY OF DESTIN, FLORIDA

CONTRACT

REQUEST FOR BIDS (RFB) NO. 18-16-REC DESTIN'S INDEPENDENCE DAY FIREWORKS DISPLAY

On February 19, 2019 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Pyro Shows, Inc, herein referred to as the **Contractor**, for Bid Item – Destin's Independence Day Fireworks Display, FY 2019 Budget as stated in Section II, Scope of Work of the City of Destin RFB No. 18-16-REC. Contractor's bid responses are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR RFB NO. 18-16-REC; Destin's Independence Day Fireworks Display, as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, 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 the purchase, execution and clean-up of Fireworks Display as described in RFB No. 18-16-REC. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A" for Bid 18-16-REC.

3. Term of Contract and Time Extensions:

This is a one year continuing service contract with five additional one-year renewable contracts for the Independence Day Fireworks Display. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Refer to Exhibit-A1, "DETAILED PERFORMANCE SPECIFICATIONS" outlined in 18-16-REC.

Time is of the essence in the performance of the Work under the Contract. The Destin's Independence Day Fireworks Display will take place on July 4th at 9:00pm annually (rain date July 5th at 8:30 pm annually). Contractor shall commence the Work no later than ten days from receipt of Notice to Proceed. Contractor shall secure Firework permitting through the Okaloosa Island Fire Control District and the Destin Fire Control District as required. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portion of the Work under the Contract.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, turtle nesting, strikes or lockouts, Contractor shall notify the City within one (one) hour via phone or email after the commencement of such delay, stating the causes thereof or be deemed to have waived any right which Contractor may have to request a time extension or location change.

4. Time for Performance and Liquidated Damages:

The Contractor agrees to schedule and complete all authorized Work for the Destin's Independence Day Fireworks Display for the satisfactory approval and acceptance by the City not later than July 6th annually. City and Contractor recognize that

since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified. Should the Contractor fail to complete the Work within the time period noted above, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 for each calendar day thereafter until completion is achieved to the satisfaction and acceptance of the City.

Duration Shortfall Penalty: Should the duration of the pyrotechnics display not fulfill the minimum duration requirements outlined in RFP 18-16-REC, at its discretion, the City shall assess a penalty of \$1,000 for each minute of the display's shortfall.

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 Agreement and the Bid Form submitted by the Contractor. For purposes of this Contract, total compensation sum shall be \$26,500.00 minus \$1,500.00 for lodging donation from City sponsor (\$24,000 for the pyrotechnics and \$1,000 for post-event beach clean-up).

In no instance shall the City pay more than fifty-percent (50%) of the total contract sum until their acceptance of the Work. In the event the City agrees to progress payments on the contract, Contractor shall be entitled to one payment application by submitting an invoice requesting a draw.

6. Changes in the Work:

City shall have the right at any time within reason during the progress of the Work to increase or decrease the Work. Promptly having being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition 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. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "B" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

No bond is required of this contract. If bond is required, then the Contractor shall provide at its expense Performance and Payment Bonds in the amount of 120% of the Total Contract Price stated in Section 5. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the City; provided, however, the surety shall be rated as "A" or better.

8. 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.

9. Indemnification:

Contractor shall indemnify, defend, save, and hold City, its agents and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees(including regulatory

and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of 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.

10. 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 there from. 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. Public Records. 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.

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.

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.

11. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Notice to Proceed.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A," which includes the following exhibits, attached in their entirety and as completely as if incorporated herein:

Exhibit "A-1": Request for Bids No. 18-16-REC, Destin's Independence Day Fireworks Display
Exhibit "A-2": (Contractor's), Bid Form and Information Submittal

13. Final Payment:

After the event, the Contractor shall furnish the City with an invoice indicating the final amount due. Payment will be made if all work has been deemed acceptable by the City. The City reserves the right to reduce the final payment to cover penalties assessed when applicable.

14. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or their designee determines that all requirements and conditions have been satisfactorily met and the City Manager or their 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 their 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.

15. 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.

16. 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.

17. Miscellaneous:

17.1 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 exclusively in Okaloosa County, Florida and nowhere else.

17.2 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.

17.3 Sovereign Immunity

Nothing contained herein is intended to nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

17.4 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.

17.5 Attorney's Fees

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

17.6 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:

Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Pyro Shows, Inc.
Lansden E. Hill, JR, President
P.O. Box 1408
625 W. Central Avenue
LaFollette, TN 37766

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed

their name and seal, this the 28th day of MARCH, 2019.

CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

(SEE ATTACHMENT 1)

City Attorney
Kyle Bauman

Witness

Witness

CONTRACTOR: Pyro Shows, Inc.

By:

(Signature)

Lansden E. Hill, Jr.
(Printed Name)

President
(Title)

ATTACHMENTS (1)
Legal Form Approval

Shell Description

4" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	4.0 Aqua Peony w/ Spangle Pistil
China	2	4.0 Blue Bees
China	3	4.0 Blue Chrysanthemum with Silver Tail
USA	3	4.0 Blue Peony
USA	3	4.0 Blue Peony with Palm Pistil with Silver Tail
China	2	4.0 Blue Ring with Palm Pistil
China	2	4.0 Blue to Red Peony
China	3	4.0 Brocade Crown with Brocade Tail
China	3	4.0 Brocade Silver to Green
China	2	4.0 Brocade to Crackle
China	2	4.0 Brocade to Crackling
China	3	4.0 Brocade to Green Sparkling Lights
China	3	4.0 Brocade to Orange
China	3	4.0 Brocade to Pink Stars
China	3	4.0 Brocade to Purple
China	3	4.0 Brocade to Purple Stars with Brocade Tail
China	3	4.0 Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	3	4.0 Color Chrysanthemum with Gold Tail
USA	2	4.0 Color Peony
USA	2	4.0 Color Waves with Silver Tail
USA	3	4.0 Colorful Peony with Palm Pistil
China	3	4.0 Crackling Palm
China	3	4.0 Dahlia Blue w/ Red tail
China	3	4.0 Electric Thunder Salutes
China	3	4.0 Fire Meteors
China	3	4.0 Five Colors
China	2	4.0 Glitter Coconut
USA	3	4.0 Glittering Silver to Blue Chrysanthemum
USA	3	4.0 Glittering Silver to Green Chrysanthemum
USA	3	4.0 Glittering Silver to Yellow Chrysanthemum
China	3	4.0 Gold Chrysanthemum with Blue Pistil
China	2	4.0 Gold Chrysanthemum with Blue Pistil with Gold Tail
China	3	4.0 Gold Waves with Gold Tail
China	3	4.0 Golden Glittering Palm with Gold Tail
China	2	4.0 Golden Orchard
China	3	4.0 Golden Pheasant
China	2	4.0 Golden Rays with Blue Pistil
China	3	4.0 Grand Celebration
China	2	4.0 Grapes All Over The Vineyard
China	3	4.0 Green & Red Reflecting
China	3	4.0 Green & Yellow Reflecting
China	3	4.0 Green and Blue Reflecting with Silver Tail
China	2	4.0 Green and Yellow Reflecting with Silver Tail
China	3	4.0 Green Chrysanthemum with Gold Tail
China	3	4.0 Green Chrysanthemum with Silver Tail

Shell Description

China	3	4.0	Green Crackling Willow
China	2	4.0	Green Peony
China	3	4.0	Green Peony w/ Blue Peony
China	3	4.0	Green Peony w/ Purple Pistil
China	3	4.0	Green Ring with Palm Pistil with Silver Tail
China	3	4.0	Green to White Peony
China	3	4.0	Half Blue & Half Silver Chrysanthemum
China	2	4.0	Half Red & Half Blue Chrysanthemum
China	3	4.0	Half Red & Half Purple Chrysanthemum
China	3	4.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	4.0	Multi Color Peony w/ Crackling Tail
China	3	4.0	Multi Reports
China	2	4.0	Orange Peony w/ Palm Core w/ Tail
China	3	4.0	Peacock Tail
China	3	4.0	Peacock Tails with Gold Tail
China	2	4.0	Peacock Tails with Silver Tail
China	3	4.0	Purple Chrysanthemum with Silver Tail
China	2	4.0	Purple Peony
China	3	4.0	Purple Ring with Brocade Center
China	3	4.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	3	4.0	Red & Blue Peony w/ Silver Tail
China	3	4.0	Red Distant Waves
China	2	4.0	Red Peony
China	3	4.0	Red Peony with Gold Tail
China	3	4.0	Red Peony with Silver Tail
China	3	4.0	Red Strobe
China	3	4.0	Red to Silver Diamond & Blue w/ Tail
China	3	4.0	Silver Bees with Silver Tail
China	3	4.0	Silver Brocade to Orange
China	3	4.0	Silver Brocade to Pink
China	3	4.0	Silver Crackling Flowers
China	2	4.0	Silver Peony
China	2	4.0	Silver Ring
China	3	4.0	Silver Ring with Gold Tail
China	3	4.0	Silver Ring with Silver Tail
China	2	4.0	Silver Wave to Blue
China	2	4.0	Sparkling Golden and Silver Lights with Gold Tail
China	3	4.0	Sparkling Golden Lights
China	3	4.0	Sparkling Silver Lights
China	2	4.0	Titanium Salutes w/ Silver Tails
China	2	4.0	Variety Peony w/Silver Palm Core
China	3	4.0	White Crackling Willow
China	2	4.0	White Crackling Willow with Silver Tail
China	2	4.0	White Strobe Glitter& Red w/ Silver Tail
China	2	4.0	Yellow Bees
China	2	4.0	Yellow Peony
China	2	4.0	Yellow Ring with Silver Tail

Shell Description

China	3	4.0	Yellow to Red Peony
China	2	4.0	Yellow to Red Reflecting with Silver Tail

250

TOTAL 4" MAIN BODY SHELLS

5" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	5.0	Astragulus
China	2	5.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	5.0	Blue Chrysanthemum with Silver Tail
China	2	5.0	Blue Crossette
China	2	5.0	Blue Peony with Palm Pistil with Silver Tail
China	1	5.0	Blue to Orange Peony with Gold Flashing Pistil
China	2	5.0	Brocade Crown to Purple Tail
China	2	5.0	Brocade Crown with Brocade Tail
China	2	5.0	Brocade Crown with Gold Strobe Pistil
China	2	5.0	Brocade to Blue with Red Center
China	2	5.0	Brocade to Green with Red Center w/ Green Tail
China	2	5.0	Brocade to Purple Stars with Brocade Tail
China	2	5.0	Butterfly Pattern
China	2	5.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	5.0	Color Chrysanthemum with Gold Tail
USA	2	5.0	Color Peony
USA	2	5.0	Color Waves with Silver Tail
USA	2	5.0	Colorful and Silver Rain w/ Crackling Tail
China	2	5.0	Crackling Palm with Crackling Tail
China	2	5.0	Crocus
China	2	5.0	Crown to Multicolor w/ Gold Tail
China	2	5.0	Double Ring (Red Inner & Blue Outer)
China	2	5.0	Double Ring (Yellow Inner and Purple Outer)
China	2	5.0	Electric Thunder Salutes
China	2	5.0	Fire Meteors
China	2	5.0	Five Colors
China	1	5.0	Flourishing
China	1	5.0	Glitter Coconut
USA	2	5.0	Glittering Silver to Blue Chrysanthemum
USA	2	5.0	Glittering Silver to Green Chrysanthemum
USA	2	5.0	Glittering Silver to Yellow Chrysanthemum
China	2	5.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	1	5.0	Gold Edge Colorful Pistil
China	1	5.0	Gold Palm with Green Sparkling Lights w/ Gold Tail
China	1	5.0	Gold Palm with Red Sparkling Lights
China	2	5.0	Gold Waterfall Shell w/ Gold Tail
China	2	5.0	Gold Waves with Gold Tail
China	2	5.0	Gold Waves with Silver Tail
China	2	5.0	Gold Willow with Gold Tail
China	2	5.0	Golden Glittering Palm with Gold Tail
China	2	5.0	Golden Pheasant

Shell Description

China	2	5.0	Golden Rays with Blue Pistil
China	2	5.0	Grand Celebration
China	2	5.0	Grapes All Over the Vineyard
China	1	5.0	Green and Yellow Reflecting with Gold Tail
China	2	5.0	Green and Yellow Reflecting with Silver Tail
China	1	5.0	Green Chrysanthemum with Gold Tail
China	1	5.0	Green Chrysanthemum with Silver Tail
China	2	5.0	Green Peony
China	2	5.0	Green Peony w/ Blue Peony
China	2	5.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	5.0	Green Ring with Palm Pistil with Silver Tail
China	2	5.0	Green to White Peony
China	2	5.0	Green to Yellow Peony with Palm Pistil
China	1	5.0	Half Blue and Half Green with Palm Pistil
China	1	5.0	Half Red & Half Blue Chrysanthemum
China	1	5.0	Half Red & Half Green w/ Palm Pistil
China	2	5.0	Half Red & Half Purple Chrysanthemum
China	1	5.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	5.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	5.0	Happy Face Pattern
China	2	5.0	Heart Pattern
China	1	5.0	Kamuro w/ Fuchsia Strobe
China	2	5.0	Multi Color Peony w/ Crackling Tail
China	2	5.0	Multi Reports
USA	1	5.0	Orange Peony with Blue Pistil
USA	1	5.0	Orange Peony with Crackling Pistil
China	2	5.0	Orchid
China	2	5.0	Peacock Tail
China	2	5.0	Peacock Tails with Gold Tail
China	2	5.0	Peacock Tails with Silver Tail
China	2	5.0	Pink Peony with Purple Pistil
China	2	5.0	Pink Peony with Sparkling Silver Pistil
China	2	5.0	Purple Chrysanthemum with Silver Tail
China	1	5.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	5.0	Purple Peony w/ Moving Silver Snakes
China	1	5.0	Purple Peony with Brocade Center
China	1	5.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	5.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	5.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	5.0	Red Chrysanthemum to Green with Red Center
China	1	5.0	Red Crossette
China	2	5.0	Red Crossette w/ Red Tail
China	2	5.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	1	5.0	Red Peony with Gold Tail
China	2	5.0	Red Peony with Silver Brocade Pistil
China	2	5.0	Red Peony with Silver Tail
China	2	5.0	Silver Bees with Silver Tail

Shell Description

China	2	5.0 Silver Glitter Palm w/ Silver Tail
China	2	5.0 Silver Peony with Red Ring
China	2	5.0 Silver Ring with Gold Tail
China	2	5.0 Silver Ring with Silver Tail
China	2	5.0 Silver Sparkling Lights w/ Red & Blue Crossettes
China	2	5.0 Silver Strobe with Thunders w/ Silver Tail
China	2	5.0 Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	5.0 Silver Tourbillons
China	2	5.0 Singing Willow Warbler
China	1	5.0 Sparkling Gold Lights
China	2	5.0 Sparkling Golden and Silver Lights with Gold Tail
China	2	5.0 Sparkling Silvery Lights
China	2	5.0 Star Pattern
China	2	5.0 Sunflower
China	2	5.0 Titanium Salutes w/ Silver Tails
China	2	5.0 Triplet Bloom
USA	2	5.0 White Crackling Willow with Silver Tail
USA	2	5.0 White to Red Peony w/ Yellow Pistil w/ Silver Tail
China	2	5.0 Yellow Peony to Moving Silver Snakes
China	2	5.0 Yellow Peony w/ Blue Components
China	2	5.0 Yellow Peony with Crackling Pistil
China	2	5.0 Yellow Ring with Silver Tail
China	2	5.0 Yellow to Red Reflecting with Silver Tail

200

TOTAL 5" MAIN BODY SHELLS

6" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	1	6.0 Astragalus
China	2	6.0 Blooming Silver w/ Silver Tail
China	2	6.0 Blue & Spangle
China	2	6.0 Blue Chrysanthemum with Silver Tail
China	2	6.0 Blue Peony
China	2	6.0 Blue Peony to Red w/ Silver Pistil w/ Silver Tail
China	2	6.0 Blue to Red Glitter
China	2	6.0 Blue to Red Glitter & Spangle
China	2	6.0 Brocade Crown to Crackling w/ Crackling Tail
China	2	6.0 Brocade to Blue & Red Sparkling Lights w/ Gold Tail
China	2	6.0 Brocade to Blue to Yellow w/ Gold
China	2	6.0 Brocade to Blue w/ Gold Tail
USA	2	6.0 Color Chrysanthemum with Gold Tail
USA	2	6.0 Colorful Peony to Crackling Stars w/ Crackling Tail
China	1	6.0 Crocus w/ Yellow Tail
China	2	6.0 Crown to Silver Strobe w/ Gold Tail
China	2	6.0 Dragon Eggs
China	2	6.0 Flourishing w/ Gold Tail
China	2	6.0 Glitter to Purple Chrysanthemum w/ Green w/ Silver Tail
China	2	6.0 Gold Edge Colorful Pistil

Shell Description

China	2	6.0	Gold Edge w/ Colorful Pistil w/ Gold Tail
China	2	6.0	Gold Glitter
China	2	6.0	Gold Sparkle w/ Crackle Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Silver Tail
China	2	6.0	Golden Dragons w/ Gold Tail
China	2	6.0	Grass Green Crackle Saturn w/ Orange Crossette Ring
China	2	6.0	Green Chrysanthemum w/ Red-Green Strobe Pistil w/ Tail
China	2	6.0	Green Crackling Shell of Shells w/ Gold Tail
China	2	6.0	Green Glitter
China	1	6.0	Green to Gold Peony
China	1	6.0	Green to Silver Peony
China	2	6.0	Half Blue and Half Orange w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Green and Half Gold w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Orange and Half Green w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Purple and Half Yellow w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half White w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half White and Half Purple w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Green w/ Strobe Pistil w/ Strobe Tail
USA	2	6.0	Heart Pattern
USA	1	6.0	Kamuro w/ Fuchsia Strobe
China	2	6.0	Multi Color Peony with Crackling Tail
China	2	6.0	Multi-Color Chrysanthemum
USA	1	6.0	Orange Peony
USA	1	6.0	Orange Peony w/ Blue Pistil w/ Crackle Tail
China	2	6.0	Peace Pattern
China	2	6.0	Peacock Tail w/ Gold Tail
China	2	6.0	Pink Peony w/ Palm Pistil
China	2	6.0	Purple Chrysanthemum with Silver Tail
China	1	6.0	Purple Glitter w/ Palm Core
China	1	6.0	Purple to Crackling Flower w/ Green Pistil w/ Silver Tail
China	2	6.0	Rainbow Pattern
China	2	6.0	Red & Blue & White Peony
China	2	6.0	Red & White & Blue Glitter
China	2	6.0	Red Chrysanthemum & Glitter Palm Core
China	2	6.0	Red Distant Wave w/ Silver Tail
China	2	6.0	Red Palm Tree
China	1	6.0	Red to Crackling Crossette w/ Red Tail
China	1	6.0	Red to Crackling w/ Gold Palm Core
China	2	6.0	Red to White Strobe
China	1	6.0	Red to White Strobe & Blue
China	1	6.0	Red w/ Gold Palm
China	2	6.0	Shell of Shells w/ Palm Pistil w/ Silver Tail
China	2	6.0	Silver Peony w/ Red Ring w/ Tail
China	2	6.0	Silver to Crackling w/ Red Pistil

Shell Description

USA	2	6.0	Silver Tourbillions
China	2	6.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	6.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	6.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	6.0	Titanium Salutes Shell of Shells
China	2	6.0	Titanium Salutes with Silver Tail
USA	2	6.0	Tree Peony w/ Yellow Center w/ Silver Tail
China	1	6.0	Triplet Bloom w/ Crackling Tail
USA	2	6.0	Two-Color Change Chrysanthemum w/ Glitter Silver Pistil w/ Tail
China	2	6.0	White Crackling Willow with Silver Tail
China	2	6.0	White Peony
China	2	6.0	White Strobe Flitter w/Strobe w/ Silver Tail
China	2	6.0	White Twinkling
China	2	6.0	White Twinkling w/ Red Palm
China	1	6.0	Yellow Flowers in Battlefield w/ Gold Tail
China	1	6.0	Yellow to Crackling
China	2	6.0	Yellow to Red Reflecting with Silver Tail
150		TOTAL 6" MAIN BODY SHELLS	

8" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	1	8.0	Assorted Bees
China	1	8.0	Blooming Silvery
China	1	8.0	Colorful & Silver Rain w/ RST
China	1	8.0	Double Rings & Brocade to Green w/ RGT
China	1	8.0	Gold Glitter
China	1	8.0	Green to Silver Peony
USA	1	8.0	Orange Peony
China	1	8.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	1	8.0	Purple Glitter w/ Palm Core
China	1	8.0	Red & Blue & White Peony
China	1	8.0	Silver to Crackling w/ Red Pistil
China	1	8.0	Spangle Chrysanthemum w/ Variety Pistil
12		TOTAL 8" MAIN BODY SHELLS	

10" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	10.0	Astragalus
China	1	10.0	Blue & Spangle
China	1	10.0	Brocade Crown w/ Red Green Tail
China	1	10.0	Flourishing w/ RST
China	1	10.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	10.0	Mixed Orange & Yellow Dahlia
USA	1	10.0	Multi-Color Chrysanthemum w/ RGT
China	1	10.0	Red & White & Blue Glitter
China	1	10.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST

Shell Description

China	1	10.0	Titanium Salutes Shell of Shells
USA	1	10.0	White Twinkling
China	1	10.0	Yellow to Crackling

12	TOTAL 10" MAIN BODY SHELLS
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LOW LEVEL PRESENTATION

China	4500	0.75	Silver Whistles
USA	500	0.75	Silver Whistles

5000	TOTAL LOW LEVEL PRESENTATION
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3" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	3.0	Aqua Peony w/ Spangle Pistil
China	2	3.0	Assorted Bees
China	2	3.0	Astragalus
China	2	3.0	Blooming Silvery
China	2	3.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	3.0	Blue & Spangle
China	2	3.0	Blue Bees
China	2	3.0	Blue Chrysanthemum with Silver Tail
China	2	3.0	Blue Crossette
China	2	3.0	Blue to Red Glitter
China	2	3.0	Blue to Red Peony
China	2	3.0	Brocade Crown to Purple Tail
China	2	3.0	Brocade Crown w/ Red Green Tail
China	2	3.0	Brocade Crown with Brocade Tail
China	2	3.0	Brocade Crown with Gold Strobe Pistil
China	2	3.0	Brocade Silver to Green
China	2	3.0	Brocade to Blue with Red Center
China	2	3.0	Brocade to Crackling
China	2	3.0	Brocade to Green Sparkling Lights
China	2	3.0	Brocade to Purple
China	2	3.0	Brocade to Purple Stars with Brocade Tail
China	2	3.0	Butterfly Pattern
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Gold Tail
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	3.0	Color Chrysanthemum with Gold Tail
USA	2	3.0	Color Chrysanthemum with Silver Tail
USA	2	3.0	Color Peony
USA	2	3.0	Color Waves with Gold Tail
USA	2	3.0	Color Waves with Silver Tail
USA	2	3.0	Colorful & Silver Rain w/ RST
USA	2	3.0	Colorful and Silver Rain w/ Crackling Tail
USA	2	3.0	Colorful Peony with Palm Pistil
China	2	3.0	Crackling Palm
China	2	3.0	Crackling Palm with Crackling Tail

Shell Description

China	2	3.0	Crocus
China	2	3.0	Crown to Multicolor w/ Gold Tail
China	2	3.0	Dahlia Blue w/ Red tail
China	2	3.0	Double Ring (Red Inner & Blue Outer)
China	2	3.0	Double Ring (Yellow Inner and Purple Outer)
China	2	3.0	Double Rings & Brocade to Green w/ RGT
China	2	3.0	Electric Thunder Salutes
China	2	3.0	Fire Meteors
China	2	3.0	Five Colors
China	2	3.0	Flourishing
China	2	3.0	Flourishing w/ RST
China	2	3.0	Glitter Coconut
China	2	3.0	Glittering Silver to Blue Chrysanthemum
China	2	3.0	Glittering Silver to Green Chrysanthemum
China	2	3.0	Glittering Silver to Yellow Chrysanthemum
China	2	3.0	Gold Chrysanthemum with Blue Pistil
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Silver Tail
China	2	3.0	Golden Glittering Palm with Gold Tail
China	2	3.0	Golden Orchard
China	2	3.0	Golden Pheasant
China	2	3.0	Golden Rays with Blue Pistil
USA	2	3.0	Grand Celebration
USA	2	3.0	Grapes All Over The Vineyard
China	2	3.0	Green and Yellow Reflecting with Silver Tail
China	2	3.0	Green Chrysanthemum with Gold Tail
China	2	3.0	Green Chrysanthemum with Silver Tail
China	2	3.0	Green Crackling Willow
China	2	3.0	Green Peony
China	2	3.0	Green Peony w/ Blue Peony
China	2	3.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	3.0	Green Peony w/ Purple Pistil
China	2	3.0	Green Ring with Palm Pistil with Gold Tail
China	2	3.0	Green Ring with Palm Pistil with Silver Tail
China	2	3.0	Green to Silver Peony
China	2	3.0	Green to Yellow Peony with Palm Pistil
China	2	3.0	Half Blue & Half Silver Chrysanthemum
China	2	3.0	Half Blue and Half Green with Palm Pistil
China	2	3.0	Half Red & Half Blue Chrysanthemum
China	2	3.0	Half Red & Half Green w/ Palm Pistil
China	2	3.0	Half Red & Half Purple Chrysanthemum
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
USA	2	3.0	Happy Face Pattern
USA	2	3.0	Heart Pattern
China	2	3.0	Kamuro w/ Fuchsia Strobe
China	2	3.0	Mixed Orange & Yellow Dahlia

Shell Description

USA	2	3.0	Multi Color Peony w/ Crackling Tail
USA	2	3.0	Multi Reports
USA	2	3.0	Multi-Color Chrysanthemum w/ RGT
China	2	3.0	Orange Peony
China	2	3.0	Orange Peony w/ Palm Core w/ Tail
China	2	3.0	Orange Peony with Blue Pistil
China	2	3.0	Orange Peony with Crackling Pistil
China	2	3.0	Orchid
China	2	3.0	Peacock Tail
China	2	3.0	Peacock Tails with Gold Tail
China	2	3.0	Peacock Tails with Silver Tail
China	2	3.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	2	3.0	Pink Peony with Purple Pistil
China	2	3.0	Pink Peony with Sparkling Silver Pistil
China	2	3.0	Purple Chrysanthemum with Silver Tail
China	2	3.0	Purple Glitter w/ Palm Core
China	2	3.0	Purple Peony
China	2	3.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	3.0	Purple Peony with Brocade Center
China	2	3.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	3.0	Purple Ring with Brocade Center
China	2	3.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	3.0	Red & Blue & White Peony
China	2	3.0	Red & Blue Peony w/ Silver Tail
China	2	3.0	Red & White & Blue Glitter
China	2	3.0	Red Blue Silver Flashing w/ Brocade Silver w/ Blue & Red Pistil
China	2	3.0	Red Chrysanthemum & Glitter Palm Core
China	2	3.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	3.0	Red Chrysanthemum to Green with Red Center
China	2	3.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	2	3.0	Red Peony with Gold Tail
China	2	3.0	Red Peony with Silver Brocade Pistil
China	2	3.0	Red Peony with Silver Tail
China	2	3.0	Red Strobe
China	2	3.0	Red to Crackling w/ Gold Palm Core
China	2	3.0	Red to Silver Diamond & Blue w/ Tail
China	2	3.0	Red to White Strobe & Blue
China	2	3.0	Red w/ Gold Palm
China	2	3.0	Red White Blue Peony
China	2	3.0	Silver Bees with Silver Tail
China	2	3.0	Silver Brocade to Orange
China	2	3.0	Silver Brocade to Pink
China	2	3.0	Silver Crackling Flowers
China	2	3.0	Silver Glitter Palm w/ Silver Tail
China	2	3.0	Silver Peony
China	2	3.0	Silver Peony with Red Ring
China	2	3.0	Silver Ring

Shell Description

China	2	3.0	Silver to Crackling w/ Red Pistil
China	2	3.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	3.0	Silver Tourbillions
China	2	3.0	Silver Wave to Blue
China	2	3.0	Singing Willow Warbler
China	2	3.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	3.0	Sparkling Gold Lights
China	2	3.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	3.0	Sparkling Golden Lights
China	2	3.0	Sparkling Silver Lights
China	2	3.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	3.0	Sparkling Silvery Lights
China	2	3.0	Star Pattern
China	2	3.0	Sunflower
China	2	3.0	Titanium Salutes
China	2	3.0	Titanium Salutes w/ Silver Tails
China	2	3.0	Triplet Bloom
China	2	3.0	Variety Peony w/Silver Palm Core
China	2	3.0	White Twinkling
China	2	3.0	White Twinkling w/ Red Palm
China	2	3.0	Yellow Bees
China	2	3.0	Yellow to Red Reflecting with Silver Tail

300

TOTAL 3" FINALE SHELLS

4" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	3	4.0	Assorted Bees
China	3	4.0	Blue Crossette
China	3	4.0	Blue Crossette w/Crackle
China	3	4.0	Blue Peony with Yellow Pistil
China	3	4.0	Brocade Silver to Red
China	3	4.0	Brocade Silver to Blue
China	3	4.0	Color Peony
China	3	4.0	Golden Ribbon
China	3	4.0	Green Crossette
Spain	3	4.0	Kamuro w/ Fuchsia Strobe
China	3	4.0	Orange Crossette
China	3	4.0	Popping Flowers
USA	3	4.0	Rainbow Streamers
China	3	4.0	Red Crossette
China	3	4.0	Singing Willow Warbler
China	3	4.0	White Crossette
USA	2	4.0	White Mag

30

TOTAL 4" FINALE SHELLS

5" FINALE SHELLS

Shell Description

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	5.0 Blue Crossette
USA	2	5.0 Bowtie Ring
China	2	5.0 Brocade Silver to Green
China	3	5.0 Crown to Multicolor w/ Gold Tail
China	3	5.0 Double Ring (Red Inner & Blue Outer)
China	3	5.0 Double Ring (Yellow Inner and Purple Outer)
China	3	5.0 Electric Thunder Salutes
China	3	5.0 Fire Meteors
China	3	5.0 Five Colors
China	2	5.0 Flourishing
USA	3	5.0 Golden Ribbon
China	2	5.0 Half Red & Half Blue Chrysanthemum
China	3	5.0 Popping Flowers
China	2	5.0 Red Crossette
China	3	5.0 White Crossette
40		TOTAL 5" FINALE SHELLS

6" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	6.0 Blue Diamond
China	3	6.0 Brocade to Purple Stars with Brocade Tail
China	2	6.0 Color Waves with Silver Tail
China	2	6.0 Glittering Silver to Red Chrysanthemum
China	3	6.0 Gold Waves with Gold Tail
China	3	6.0 Green and Yellow Reflecting with Silver Tail
China	2	6.0 Green Chrysanthemum with Gold Tail
USA	3	6.0 Peacock Tails with Gold Tail
China	3	6.0 Red Peony with Silver Tail
China	2	6.0 Silver Ring with Silver Tail
China	2	6.0 Sparkling Silvery Lights
China	2	6.0 White Chrysanthemum
30		TOTAL 6" FINALE SHELLS

8" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Brocade Silver to Blue Chrysanthemum
China	1	8.0 Half Red & Half Purple Chrysanthemum
2		TOTAL 8" FINALE SHELLS

10" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Blooming Silvery
China	1	8.0 Brocade Crown
2		TOTAL 10" FINALE SHELLS

RESOLUTION 20-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE INDEPENDENCE DAY FIREWORKS CONTRACT FOR JULY 4TH, 2021 BETWEEN THE CITY OF DESTIN AND PYROSHOWS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND CONTRACT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Pyroshows, Inc., has adequately provided Destin's Independence Day Fireworks show for the past 17 years; and

WHEREAS, the City desires to continue to secure pyrotechnic services with Pyroshows, Inc. as detailed in the original contract; and

WHEREAS, the original contract provides for up to five one year contract extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the second such extension as provided for in the original contract with an amendment change; and

WHEREAS, Pyroshows, Inc., Inc. has agreed to render the City of Destin pyrotechnic services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the second of five Annual Contract Extensions (attached hereto as Exhibit "A") between the City of Destin and Pyroshows, Inc., for the provision of Destin's annual Independence Day Fireworks display to be held on July 4th, 2021.

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


Gary Jarvis, Mayor

ATTEST:


Rey Bailey, City Clerk

**Approved as to form and proficiency for the
City of Destin, only:**


Kyle S. Bauman, Esquire, City Attorney

SECOND CONTRACT EXTENSION AGREEMENT FY-2021

INDEPENDENCE DAY FIREWORKS DISPLAY

This Second Contract Extension Agreement ("Agreement") dated the 21st day of December 2020, is between the City of Destin, Florida, 2400 Indian Bayou Trail, Destin, Florida 32541 (the "City") and Pyro Shows, Inc., 701 West Central Avenue, La Follette, Tennessee 37766, ("Contractor"), to provide the City's 2021 Independence Day Fireworks Display on July 4th, 2021 (Rain date: July 5th, 2021).

It is expressly agreed by the parties that this is the **second of five possible extensions** to the Contract (RFB No. 18-16-REC) originally approved by the Destin City Council on February 19, 2019 (the "Original Contract").

Except as otherwise described herein, the terms of the Original Contract are made a part hereof as through expressly rewritten, incorporated, and included herein. In the event of conflict between the terms of this Agreement and the Original Contract, this Agreement shall control.

The Original Contract is amended as follows:

Paragraph 5 of the Original Contract shall be stricken and shall now read:

5. Compensation:

The total compensation sum shall be \$26,500.00 minus \$1,500 for lodging donation from City sponsor (\$24,000.00 for pyrotechnics and \$1,000.00 for post-event clean-up) (the "Total Compensation").

The Total Compensation shall be paid in two draws.

The first draw shall be for \$12,500.00. The first draw shall be due upon submission of an invoice by Contractor to the City no later than January 31st of the calendar year in which the Work is to be performed. Upon receipt of the invoice for the first draw, the City shall promptly pay the first draw to the Contractor. The first draw shall be nonrefundable. However, if the City elects to terminate this Contract pursuant to paragraphs 14 or 15 herein, then the first draw shall be carried forwarded and credited to the City for a July 4th pyrotechnics show in the next calendar year.

The second draw shall be for the remainder of the Total Compensation not paid in the first draw. The Contractor shall invoice the City for the balance owed no later than July 31st of the calendar year in which the Work is to be performed. Upon receipt of the invoice for the second draw, the City shall promptly pay the second draw to the Contractor. However, the Contractor shall only be entitled to payment of the second draw if Contractor's Work is acceptable to the City, as determined by the City in its sole discretion.

Should the City cancel or terminate this contract within 5 days of the intended performance date (July 4th), then Contractor shall be entitled to retain an amount not to exceed 50% (\$6,250) of the first draw and this amount of \$6,250 shall not be carried forward and credited the City for a July 4th pyrotechnics show in the next calendar year. The remainder of the first draw shall be carried forward and credited to the City. This sum is intended to reimburse the Contractor for direct costs, indirect costs, and permit expenses incurred by Contractor in anticipation of performing the Work. Contractor shall only be entitled to retain the amount of direct costs, indirect costs, and permit expenses incurred by Contractor in anticipation of the Work. At the request of the City, the Contractor shall be required to submit an itemized invoice detailing the direct costs, indirect costs, and permit expenses incurred by Contractor.

Paragraph 17.7 of is added and shall state:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.

Specifically, the CONTRACTOR must:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

The City Council authorized this Agreement on this 21st day of December 2020.

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

CITY OF DESTIN, FLORIDA

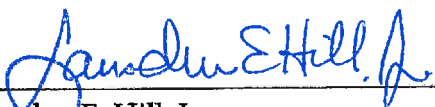
By: 
Gary Jarvis, Mayor

Date: 12/21/20

Attest:

By: 
Rey Bailey, City Clerk

PYRO SHOWS, INC.

By: 
Name: Lansden E. Hill, Jr.
Title: President & CEO

Date: 3-9-2021

RESOLUTION 19-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE INDEPENDENCE DAY FIREWORKS CONTRACT FOR JULY 4TH, 2020 BETWEEN THE CITY OF DESTIN AND PYROSHOWS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Pyroshows, Inc., has adequately provided Destin's Independence Day Fireworks show for the past 16 years; and

WHEREAS, the City desires to continue to secure pyrotechnic services with Pyroshows, Inc. as detailed in the original contract; and

WHEREAS, the original contact provides for up to five one year contract extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the first such extension as provided for in the original contract; and

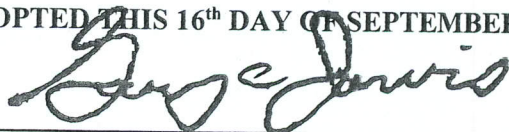
WHEREAS, Pyroshows, Inc., Inc. has agreed to render the City of Destin pyrotechnic services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the first of five Annual Contact Extensions between the City of Destin and Pyroshows, Inc., for the provision of Destin's annual Independence Day Fireworks display to be held on July 4th, 2020.

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

ADOPTED THIS 16th DAY OF SEPTEMBER 2019

By:



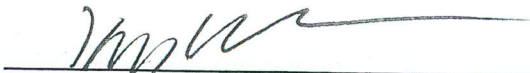
Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency



Kyle Bauman, City Attorney



Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

ESPN

Monday Night Football

Silver Jubilee Celebration
Abu Dhabi, UAE

Fourth of July Washington
Monument
Washington, D.C.

Southeastern Conference
Football/Basketball

Let Freedom Sing
Nashville, TN

Harborfest
Norfolk, VA

US Soccer
Hartford, CT

Red, Hot, & Boom
Altamonte Springs, FL

Rivercade Days
Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood
Pigeon Forge, TN

Riverbend Festival
Chattanooga, TN

Tennessee Titans Football
Nashville, TN

Silver Dollar City
Branson, MO

Lighted Boat Parade
Jacksonville, FL

Fourth of July
Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Vulcan Park and Museum
Birmingham, AL

International Fireworks
Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

January 30, 2019

Mr. Lance Johnson
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Re: Request for Bids NO.18-16-REC-Independence Day Fireworks Display

Dear Mr. Johnson,

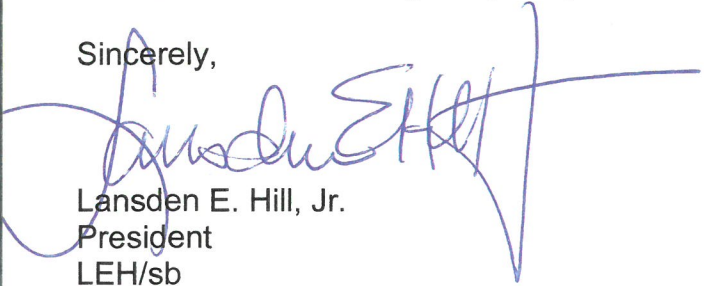
I am pleased to enclose a firework bid for the City of Destin for 2019 and the possibility of five (5) renewals.

Our bid includes all materials, labor, permits, and insurance to provide you with a safe and exciting 4th of July fireworks display. We have \$10,000,000 general liability insurance coverage. The City is named as Additional Insured at no cost. All Pyro Shows vehicles that carry explosives are covered by \$10,000,000 automobile liability. All of our employees are covered under workers compensation valid in the state of Florida.

Our bid price is \$26,500. That includes the extra cleanup on the beach the day following the show. Pyro Shows can discount the bid price by \$1,500 if the City of Destin can provide rooms for the crew. That would put our total bid at \$25,000 for 2019.

Thank you for allowing Pyro Shows the opportunity to provide you with a firework bid. We hope to have the chance to work for you throughout the term of this contract including all option years.

Sincerely,


Lansden E. Hill, Jr.
President
LEH/sb



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pyro Shows, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1776	Requester's name and address (optional)	
6 City, state, and ZIP code LaFollette, TN 37766		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

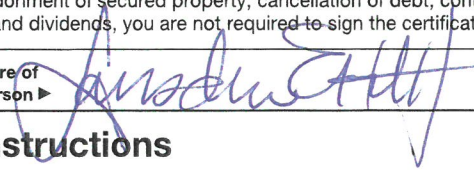
Social security number									
				-			-		
or									
Employer identification number									
6	2	-	1	4	2	1	5	5	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 1/30/19
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

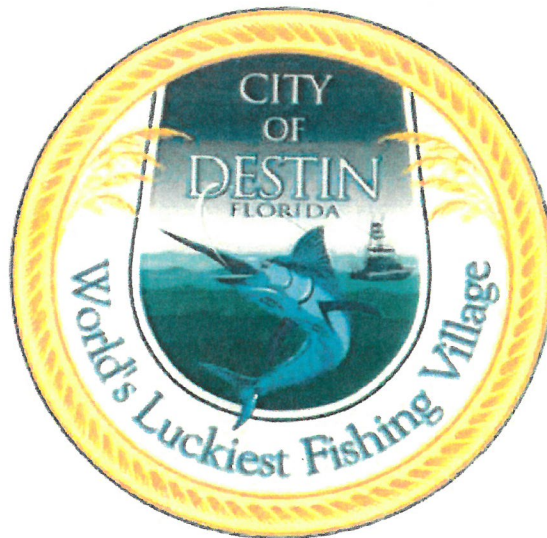
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT**

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 18-16-REC

INDEPENDENCE DAY FIREWORKS DISPLAY



January 2019

L. Johnson

Lance Johnson
City Manager
Phone (850) 837-4242
FAX (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed bids for its annual Independence Day Fireworks display held annually on July 4th. This will be a full-service contract. The show shall last a minimum of 22 minutes and include an accompanying soundtrack to be broadcast by the City's partner radio station. The successful bidder shall comply with all terms set forth in the contract and the City's agreement with Eglin Air Force Base for the use of USAF property as the launch site. Successful Bidder shall provide the City with proof of current Liability Insurance and Worker's Compensation Coverage. Vendors interested in this contract may obtain Proposal Documents and Specifications by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. A mandatory Pre-Bid meeting is scheduled on Thursday, January 17, 2019, at 1:30 pm. The meeting will be held at City Hall, 4200 Indian Bayou Trail. BIDS must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin Florida 32541, in a sealed envelope clearly marked "**RFB 18-16-REC, Destin's Independence Day Firework Display**" **no later than 2:00pm (CST) FEBRUARY 7, 2019**, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids, to waive minor defects in the process, to take any other actions and to accept the bid deemed by the City to be in the City's best interest.



Lance Johnson
City Manager

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

REQUEST FOR BIDS NO. 18-16-REC:

- I. **PURPOSE:** The City prides itself on providing its residents and visitors with the best Independence Day pyrotechnics celebration on the Emerald Coast. The purpose of this Request for BIDS, (RFB #18-16-REC), is to secure sealed BIDS for the Independence Day Fireworks Display held annually on July 4th with a minimum duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2019 fireworks show. The contract will be eligible for up to five (5) annual renewals as submitted when mutually agreed upon by both parties.
- II. **SCOPE OF WORK:** The Scope of Work requires the contractor to provide all: fireworks, labor, shipping, setup, cleanup of launching and staging areas, pre and post event security, permitting, insurance, equipment and any other associated items required to provide a professional, safe fireworks show. The Independence Day fireworks show date is July 4th with a rain date of July 5th. The fireworks show will be launched from a site determined by the City. Currently the City has an Agreement in place with the United States Air Force to utilize a section of their land located adjacent to the western jetty of East Pass as the launching site for the Independence Day Fireworks Show. The contractor is responsible for all materials, staffing, licensing, permitting, transportation, storage, site security, fire contingency and application of the work on a continuing contract basis. Along with the proposal package, the vendor shall provide the City of Destin with a list of the brands, size, quantity, cost of each shell, and the country where the shells originated. The successful bidder will be required to have a representative present at the annual Fireworks Safety Coordination meeting held each year approximately 7-10 days in advance of July 4th.

DETAILED PERFORMANCE SPECIFICATIONS

A. This is a one year continuing services contract beginning in 2019 renewable for five subsequent one-year contracts as submitted in bids for RFB 18-16-REC in the winning proposal if performance meets the City's expectations and both parties agree to the extension. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Bids are to include all costs associated with providing the specified full-service fireworks displays to include but not limited to: materials, labor, transportation, shipping, setup, site cleanup, site security, insurance, licensing, permits, equipment and any other associated cost to provide a safe, professional display.

Standard Specifications/Requirements:

- 1) Minimum Fireworks Show Duration: The July 4th display must be a minimum of 22 minutes.
- 2) Show must be synchronized to music that will be played through our local radio station. Vendor must provide City with the proposed musical accompaniment at least 8 weeks in advance for content approval and contact radio station determined by City and supply them with all necessary materials to produce a synchronized fireworks display.
- 3) Must provide transportation to and from the launch site located ½ mile on beach near the West Jetties of East Pass from the parking/staging area at the USAF Beach Club property. Transportation must be completed in compliance with all terms established in the City's Agreement with the USAF for use of their property for this event.
- 4) Set-up, execution and Clean-up must meet all specifications established in the USAF/City Agreement

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

for use of their property for this event. This includes but is not limited to: staying out of protected areas, mitigating for protected species nesting in the area and hand cleaning sand dunes and jetties where debris from the show has landed. Removal of all firework debris 2" or greater after the event. Disposing of trash generated by the event off site. Beach sweeping of the launch area will be coordinated by the City if requested to do so by the U.S.A.F.

- 5) A list of proposed devices to be discharged and their value. Any "low Level" devices (Cakes, Candles, Strobe Pots, Etc.) must be listed separately and described. Items attached to shells, such as comets, are not to be included in total shell counts. All aerial shells are to be listed separately and size quoted in diameter only.
 - 6) At least 10% of shells must be of American origin.
 - 7) Contractor is responsible for securing all permits, permissions, and approvals required based on the designated launch site and coordinating with all local, state and federal agencies/organizations as required.
 - 8) The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of proposal. The City believes that fireworks displays, by their nature, are a professional service and therefore the selection will be made based on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the company, the references supplied and past experiences with the company.
 - 9) Duration Shortfall Penalty: A penalty of \$1,000 per minute will be assessed at the City's discretion.
- B. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation and a minimum general liability & vehicle insurance policy of five million dollars.
- C. Within the parameters of the scope of work, the contractor shall bear responsibility for curing any and all damages to the launch site area and its grounds resulting from the execution of fireworks display.
- D. Payment of services will be paid accordance with the City of Destin's purchasing policy.

III. BID REQUIREMENTS: Mandatory documentation for responsive bids.

- a. Completed Bid Form including the number of years the firm has done business
- b. Completed IRS form W-9 [available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
- c. References: Provide the contact information for at least of your customers whom you have provided fireworks shows for within the last year, with value equal to or greater than your price quote.
- d. Current work commitments and staff available
- e. Evidence of all required federal, state and local license, certifications and permits to perform the service.
- f. Proof of required D.O.T. 5 million-dollar Vehicle Insurance
- g. Proof of eligibility to obtain adequate Liability and Workman's Compensation insurance coverage.
- h. List of the brands, size, cost and country of origin for each shell.
- i. One original hard copy, Six (6) hard copies and one electronic copy of your bid submission.
- j. Completed Drug Free Workplace and Public Entity Crime forms.
- k. Contractor must initial each page of RFB 18-16-REC acknowledging all terms as outlined.
- l. Security Plan (site specific).
- m. Fire Contingency Plan (site specific).
- n. Attendance at mandatory pre-application meeting (January 17, 2019 at 1:30 pm at Destin City Hall).

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

- IV. **SUBMITTAL REQUIREMENTS:** Each Bid shall include, in the following order, the mandatory information outlined below to be considered responsive. Bids not meeting these requirements may be considered with minor discrepancies.
- A. **Bid Form.** Your completed Bid Form (form contained within this RFB) shall precede all other required documents.
 - B. **Equipment & Personnel.** List of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the City.
 - C. **References.** A list of not less than three (3) references similar both in scope and type of work which your company has successfully completed within the past five (5) years. References shall include contact names, addresses, phone numbers, email addresses and dates of service for each project. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed they are being used as a reference and that the City may be contacting them. Do not list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this nature will be considered eligible.
 - D. **Licensing.** Each Bid shall contain evidence of proper licensing to perform required services in the State of Florida, Okaloosa County, and City of Destin.
 - E. **Public Entity Crime Form.** Each Bid shall contain a completed Public Entity Crime Form, a copy of which is attached, pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
 - F. **Disclosure.** Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
 - G. **Joint Ventures.** Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
 - H. **Drug - Free Workplace Program.** Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a Drug-Free Workplace Certification form with the RFB submittal a copy of which is attached.
 - I. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on Thursday, **February 7, 2019**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original plus six (6) copies of the Bid and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked "**RFB 18-16-REC, Destin's Independence Day Firework Display**" and note the

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

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

- J. **Bid Opening.** Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, **February 7, 2019** in the City of Destin, City Hall, 4200 Indian Bayou Trail, Destin, Florida. The City's Bid Committee will review all Bids and forward their recommendation to the City Council for award.

- K. **Notification.** Questions or requests for Bid documents, plans and specifications regarding RFB No. 18-16-REC may be directed to the individuals below:

For Technical Questions

OR

For Administrative Questions

Lisa Firth, Interim Parks & Recreation Director
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
lfirth@cityofdestin.com

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
ClerksDepartment@cityofdestin.com

- L. **Responsive Bids.** Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- M. **Bid Evaluations.** The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive and responsible bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

In determining the "most responsive, responsible Bidder," the City shall consider:

- The most advantageous prices contained in the bid.
- The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
- Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the categories stated on the bid form.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contract of services, including, but not limited to, City contracts.
- The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- The sufficiency of the financial resources and ability of the Bidder to perform the contract or

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CITY OF DESTIN, FLORIDA
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provide the service.

- The number and scope of conditions attached to the bid.
- The overall cost to the City.
- The best interests of the City.

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

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

P. Insurance. Provide proof of the Proposer's ability to maintain the required minimum insurance amount of \$5,000,000 for Auto liability (including bodily injury and property damage).

Provide Comprehensive General Liability: Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive General Liability Policy filed by the Insurance Services Office and must include:

1. Minimum limits of \$1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability
2. Premises and Completed Operations
3. Independent Collectors and Contractors
4. Contractual Coverage applicable to this specific contract including any hold harmless and indemnification agreement.
5. Additional Insured - The City and the U.S.A.F. shall be specifically included as additionally insured.

Provide Workers Compensation And Employer's Liability:

1. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; \
2. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
3. The Contractor, and its insurance carrier, waives all subrogation rights against the City of Destin, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Insurance Certificate Requirements

- a. The Contractor/Vendor shall provide a Certificate of Insurance to the City within thirty (30) days of the contract's execution. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
- b. The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
- c. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is

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- renewed) or prior.
- d. The Agreement, Contract, Event Dates, Bid number or other identifying reference must be listed on the certificate.

Q. Other Documentation. Any other documentation requested by the City within this RFB.

R. Public Records. 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.

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.

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.

S. No Contact Clause. All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff member other than the authorized City contact person identified in this Solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

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

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BID FORM: RFB 18-16-REC

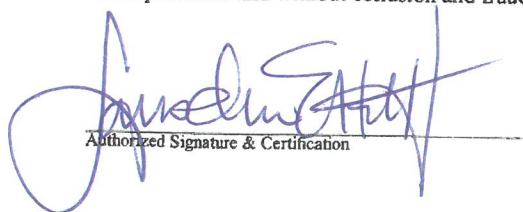
THIS BID SUBMITTED BY: (PLEASE TYPE OR PRINT ALL INFORMATION)

Authorized Representative's Name and Initials	NAME Lansden E. Hill, Jr.	INITIALS LEH
Authorized Representative's Title	President	
Company Name	Pyro Shows, Inc.	
Primary Address	P.O. Box 1776 115 N 1st Street	
City, State, Zip Code	CITY LaFollette TN	STATE TN ZIP CODE 37766
Telephone & Fax Numbers	TELEPHONE 423-566-5729	FAX 423-562-9171
Email Address	lansden@pyroshows.com	
Number of Years In Business	50	Web Site Address: www.pyroshows.com

Please Enter Your All-Inclusive Bid	LUMP SUM BID
PYROTECHNICS DISPLAY: INCLUDING ALL COSTS REQUIRED TO PRODUCE A SHOW OF THIS NATURE TO INCLUDE, BUT NOT BE LIMITED TO: TRANSPORTATION, SET-UP, SECURITY, FIRING AND REMOVAL OF ALL SUPPLIES, MATERIALS, DEBRIS AND TRASH FROM THE LAUNCH SITE AND SURROUNDING AREAS.	\$ 26,500.00

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 as a continuing services provider, to furnish any items or service requested herein RFB 18-16-REC and deliver same without additional cost to the City of Destin.

The undersigned further declares that he/she has carefully examined the specifications of RFB 18-16-REC and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.


 Authorized Signature & Certification

1/30/19
 Date

Lansden E. Hill, Jr. President
 Printed Name & Title

END OF BID FORM

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SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:
2. This sworn statement is submitted by PYRO SHOWS, Inc whose business address is:
P.O. Box 1796 LaRochelle TN 37760
62-1421555
- and (if applicable) Federal Employer Identification Number (FEIN) is 62-1421555. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
3. My name is Lansden E. Hill and my relationship to the entity named above is: President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list (please attach a copy of the final order).

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Authorized Signature

Date

STATE OF FLORIDA, COUNTY OF

Campbell Co.

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 30 day of Jan, 2019, and is personally known to me, or has provided as identification.

Notary Public My Commission expires:

9/13/2020

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ATTACHMENT #2

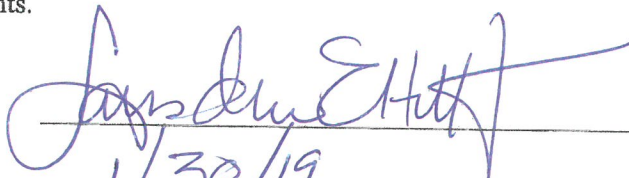
DRUG-FREE WORKPLACE CERTIFICATION

The below-signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

SIGNATURE:



DATE:

1/30/19

COMPANY:

Pyro Shows, Inc.

STREET ADDRESS:

P.O. Box 1776 115 N 1st Street

CITY, STATE:

LaFollette TN 37766

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Shell Description

4" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	3	4.0	Aqua Peony w/ Spangle Pistil
China	2	4.0	Blue Bees
China	3	4.0	Blue Chrysanthemum with Silver Tail
USA	3	4.0	Blue Peony
USA	3	4.0	Blue Peony with Palm Pistil with Silver Tail
China	2	4.0	Blue Ring with Palm Pistil
China	2	4.0	Blue to Red Peony
China	3	4.0	Brocade Crown with Brocade Tail
China	3	4.0	Brocade Silver to Green
China	2	4.0	Brocade to Crackle
China	2	4.0	Brocade to Crackling
China	3	4.0	Brocade to Green Sparkling Lights
China	3	4.0	Brocade to Orange
China	3	4.0	Brocade to Pink Stars
China	3	4.0	Brocade to Purple
China	3	4.0	Brocade to Purple Stars with Brocade Tail
China	3	4.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	3	4.0	Color Chrysanthemum with Gold Tail
USA	2	4.0	Color Peony
USA	2	4.0	Color Waves with Silver Tail
USA	3	4.0	Colorful Peony with Palm Pistil
China	3	4.0	Crackling Palm
China	3	4.0	Dahlia Blue w/ Red tail
China	3	4.0	Electric Thunder Salutes
China	3	4.0	Fire Meteors
China	3	4.0	Five Colors
China	2	4.0	Glitter Coconut
USA	3	4.0	Glittering Silver to Blue Chrysanthemum
USA	3	4.0	Glittering Silver to Green Chrysanthemum
USA	3	4.0	Glittering Silver to Yellow Chrysanthemum
China	3	4.0	Gold Chrysanthemum with Blue Pistil
China	2	4.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	3	4.0	Gold Waves with Gold Tail
China	3	4.0	Golden Glittering Palm with Gold Tail
China	2	4.0	Golden Orchard
China	3	4.0	Golden Pheasant
China	2	4.0	Golden Rays with Blue Pistil
China	3	4.0	Grand Celebration
China	2	4.0	Grapes All Over The Vineyard
China	3	4.0	Green & Red Reflecting
China	3	4.0	Green & Yellow Reflecting
China	3	4.0	Green and Blue Reflecting with Silver Tail
China	2	4.0	Green and Yellow Reflecting with Silver Tail
China	3	4.0	Green Chrysanthemum with Gold Tail
China	3	4.0	Green Chrysanthemum with Silver Tail

Shell Description

China	3	4.0 Green Crackling Willow
China	2	4.0 Green Peony
China	3	4.0 Green Peony w/ Blue Peony
China	3	4.0 Green Peony w/ Purple Pistil
China	3	4.0 Green Ring with Palm Pistil with Silver Tail
China	3	4.0 Green to White Peony
China	3	4.0 Half Blue & Half Silver Chrysanthemum
China	2	4.0 Half Red & Half Blue Chrysanthemum
China	3	4.0 Half Red & Half Purple Chrysanthemum
China	3	4.0 Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	4.0 Multi Color Peony w/ Crackling Tail
China	3	4.0 Multi Reports
China	2	4.0 Orange Peony w/ Palm Core w/ Tail
China	3	4.0 Peacock Tail
China	3	4.0 Peacock Tails with Gold Tail
China	2	4.0 Peacock Tails with Silver Tail
China	3	4.0 Purple Chrysanthemum with Silver Tail
China	2	4.0 Purple Peony
China	3	4.0 Purple Ring with Brocade Center
China	3	4.0 Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	3	4.0 Red & Blue Peony w/ Silver Tail
China	3	4.0 Red Distant Waves
China	2	4.0 Red Peony
China	3	4.0 Red Peony with Gold Tail
China	3	4.0 Red Peony with Silver Tail
China	3	4.0 Red Strobe
China	3	4.0 Red to Silver Diamond & Blue w/ Tail
China	3	4.0 Silver Bees with Silver Tail
China	3	4.0 Silver Brocade to Orange
China	3	4.0 Silver Brocade to Pink
China	3	4.0 Silver Crackling Flowers
China	2	4.0 Silver Peony
China	2	4.0 Silver Ring
China	3	4.0 Silver Ring with Gold Tail
China	3	4.0 Silver Ring with Silver Tail
China	2	4.0 Silver Wave to Blue
China	2	4.0 Sparkling Golden and Silver Lights with Gold Tail
China	3	4.0 Sparkling Golden Lights
China	3	4.0 Sparkling Silver Lights
China	2	4.0 Titanium Salutes w/ Silver Tails
China	2	4.0 Variety Peony w/Silver Palm Core
China	3	4.0 White Crackling Willow
China	2	4.0 White Crackling Willow with Silver Tail
China	2	4.0 White Strobe Glitter& Red w/ Silver Tail
China	2	4.0 Yellow Bees
China	2	4.0 Yellow Peony
China	2	4.0 Yellow Ring with Silver Tail

Shell Description

China	3	4.0	Yellow to Red Peony
China	2	4.0	Yellow to Red Reflecting with Silver Tail

250

TOTAL 4" MAIN BODY SHELLS

5" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	5.0	Astragulus
China	2	5.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	5.0	Blue Chrysanthemum with Silver Tail
China	2	5.0	Blue Crossette
China	2	5.0	Blue Peony with Palm Pistil with Silver Tail
China	1	5.0	Blue to Orange Peony with Gold Flashing Pistil
China	2	5.0	Brocade Crown to Purple Tail
China	2	5.0	Brocade Crown with Brocade Tail
China	2	5.0	Brocade Crown with Gold Strobe Pistil
China	2	5.0	Brocade to Blue with Red Center
China	2	5.0	Brocade to Green with Red Center w/ Green Tail
China	2	5.0	Brocade to Purple Stars with Brocade Tail
China	2	5.0	Butterfly Pattern
China	2	5.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	5.0	Color Chrysanthemum with Gold Tail
USA	2	5.0	Color Peony
USA	2	5.0	Color Waves with Silver Tail
USA	2	5.0	Colorful and Silver Rain w/ Crackling Tail
China	2	5.0	Crackling Palm with Crackling Tail
China	2	5.0	Crocus
China	2	5.0	Crown to Multicolor w/ Gold Tail
China	2	5.0	Double Ring (Red Inner & Blue Outer)
China	2	5.0	Double Ring (Yellow Inner and Purple Outer)
China	2	5.0	Electric Thunder Salutes
China	2	5.0	Fire Meteors
China	2	5.0	Five Colors
China	1	5.0	Flourishing
China	1	5.0	Glitter Coconut
USA	2	5.0	Glittering Silver to Blue Chrysanthemum
USA	2	5.0	Glittering Silver to Green Chrysanthemum
USA	2	5.0	Glittering Silver to Yellow Chrysanthemum
China	2	5.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	1	5.0	Gold Edge Colorful Pistil
China	1	5.0	Gold Palm with Green Sparkling Lights w/ Gold Tail
China	1	5.0	Gold Palm with Red Sparkling Lights
China	2	5.0	Gold Waterfall Shell w/ Gold Tail
China	2	5.0	Gold Waves with Gold Tail
China	2	5.0	Gold Waves with Silver Tail
China	2	5.0	Gold Willow with Gold Tail
China	2	5.0	Golden Glittering Palm with Gold Tail
China	2	5.0	Golden Pheasant

Shell Description

China	2	5.0 Golden Rays with Blue Pistil
China	2	5.0 Grand Celebration
China	2	5.0 Grapes All Over the Vineyard
China	1	5.0 Green and Yellow Reflecting with Gold Tail
China	2	5.0 Green and Yellow Reflecting with Silver Tail
China	1	5.0 Green Chrysanthemum with Gold Tail
China	1	5.0 Green Chrysanthemum with Silver Tail
China	2	5.0 Green Peony
China	2	5.0 Green Peony w/ Blue Peony
China	2	5.0 Green Peony w/ Brocade Center w/ Gold Tail
China	2	5.0 Green Ring with Palm Pistil with Silver Tail
China	2	5.0 Green to White Peony
China	2	5.0 Green to Yellow Peony with Palm Pistil
China	1	5.0 Half Blue and Half Green with Palm Pistil
China	1	5.0 Half Red & Half Blue Chrysanthemum
China	1	5.0 Half Red & Half Green w/ Palm Pistil
China	2	5.0 Half Red & Half Purple Chrysanthemum
China	1	5.0 Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	5.0 Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	5.0 Happy Face Pattern
China	2	5.0 Heart Pattern
China	1	5.0 Kamuro w/ Fuchsia Strobe
China	2	5.0 Multi Color Peony w/ Crackling Tail
China	2	5.0 Multi Reports
USA	1	5.0 Orange Peony with Blue Pistil
USA	1	5.0 Orange Peony with Crackling Pistil
China	2	5.0 Orchid
China	2	5.0 Peacock Tail
China	2	5.0 Peacock Tails with Gold Tail
China	2	5.0 Peacock Tails with Silver Tail
China	2	5.0 Pink Peony with Purple Pistil
China	2	5.0 Pink Peony with Sparkling Silver Pistil
China	2	5.0 Purple Chrysanthemum with Silver Tail
China	1	5.0 Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	5.0 Purple Peony w/ Moving Silver Snakes
China	1	5.0 Purple Peony with Brocade Center
China	1	5.0 Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	5.0 Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	5.0 Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	5.0 Red Chrysanthemum to Green with Red Center
China	1	5.0 Red Crossette
China	2	5.0 Red Crossette w/ Red Tail
China	2	5.0 Red Peony w/ Yellow Pistil w/ Crackling Tail
China	1	5.0 Red Peony with Gold Tail
China	2	5.0 Red Peony with Silver Brocade Pistil
China	2	5.0 Red Peony with Silver Tail
China	2	5.0 Silver Bees with Silver Tail

Shell Description

China	2	5.0	Silver Glitter Palm w/ Silver Tail
China	2	5.0	Silver Peony with Red Ring
China	2	5.0	Silver Ring with Gold Tail
China	2	5.0	Silver Ring with Silver Tail
China	2	5.0	Silver Sparkling Lights w/ Red & Blue Crossettes
China	2	5.0	Silver Strobe with Thunders w/ Silver Tail
China	2	5.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	5.0	Silver Tourbillions
China	2	5.0	Singing Willow Warbler
China	1	5.0	Sparkling Gold Lights
China	2	5.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	5.0	Sparkling Silvery Lights
China	2	5.0	Star Pattern
China	2	5.0	Sunflower
China	2	5.0	Titanium Salutes w/ Silver Tails
China	2	5.0	Triplet Bloom
USA	2	5.0	White Crackling Willow with Silver Tail
USA	2	5.0	White to Red Peony w/ Yellow Pistil w/ Silver Tail
China	2	5.0	Yellow Peony to Moving Silver Snakes
China	2	5.0	Yellow Peony w/ Blue Components
China	2	5.0	Yellow Peony with Crackling Pistil
China	2	5.0	Yellow Ring with Silver Tail
China	2	5.0	Yellow to Red Reflecting with Silver Tail

200

TOTAL 5" MAIN BODY SHELLS

6" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	6.0	Astragalus
China	2	6.0	Blooming Silver w/ Silver Tail
China	2	6.0	Blue & Spangle
China	2	6.0	Blue Chrysanthemum with Silver Tail
China	2	6.0	Blue Peony
China	2	6.0	Blue Peony to Red w/ Silver Pistil w/ Silver Tail
China	2	6.0	Blue to Red Glitter
China	2	6.0	Blue to Red Glitter & Spangle
China	2	6.0	Brocade Crown to Crackling w/ Crackling Tail
China	2	6.0	Brocade to Blue & Red Sparkling Lights w/ Gold Tail
China	2	6.0	Brocade to Blue to Yellow w/ Gold
China	2	6.0	Brocade to Blue w/ Gold Tail
USA	2	6.0	Color Chrysanthemum with Gold Tail
USA	2	6.0	Colorful Peony to Crackling Stars w/ Crackling Tail
China	1	6.0	Crocus w/ Yellow Tail
China	2	6.0	Crown to Silver Strobe w/ Gold Tail
China	2	6.0	Dragon Eggs
China	2	6.0	Flourishing w/ Gold Tail
China	2	6.0	Glitter to Purple Chrysanthemum w/ Green w/ Silver Tail
China	2	6.0	Gold Edge Colorful Pistil

Shell Description

China	2	6.0	Gold Edge w/ Colorful Pistil w/ Gold Tail
China	2	6.0	Gold Glitter
China	2	6.0	Gold Sparkle w/ Crackle Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Silver Tail
China	2	6.0	Golden Dragons w/ Gold Tail
China	2	6.0	Grass Green Crackle Saturn w/ Orange Crossette Ring
China	2	6.0	Green Chrysanthemum w/ Red-Green Strobe Pistil w/ Tail
China	2	6.0	Green Crackling Shell of Shells w/ Gold Tail
China	2	6.0	Green Glitter
China	1	6.0	Green to Gold Peony
China	1	6.0	Green to Silver Peony
China	2	6.0	Half Blue and Half Orange w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Green and Half Gold w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Orange and Half Green w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Purple and Half Yellow w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half White w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half White and Half Purple w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Green w/ Strobe Pistil w/ Strobe Tail
USA	2	6.0	Heart Pattern
USA	1	6.0	Kamuro w/ Fuchsia Strobe
China	2	6.0	Multi Color Peony with Crackling Tail
China	2	6.0	Multi-Color Chrysanthemum
USA	1	6.0	Orange Peony
USA	1	6.0	Orange Peony w/ Blue Pistil w/ Crackle Tail
China	2	6.0	Peace Pattern
China	2	6.0	Peacock Tail w/ Gold Tail
China	2	6.0	Pink Peony w/ Palm Pistil
China	2	6.0	Purple Chrysanthemum with Silver Tail
China	1	6.0	Purple Glitter w/ Palm Core
China	1	6.0	Purple to Crackling Flower w/ Green Pistil w/ Silver Tail
China	2	6.0	Rainbow Pattern
China	2	6.0	Red & Blue & White Peony
China	2	6.0	Red & White & Blue Glitter
China	2	6.0	Red Chrysanthemum & Glitter Palm Core
China	2	6.0	Red Distant Wave w/ Silver Tail
China	2	6.0	Red Palm Tree
China	1	6.0	Red to Crackling Crossette w/ Red Tail
China	1	6.0	Red to Crackling w/ Gold Palm Core
China	2	6.0	Red to White Strobe
China	1	6.0	Red to White Strobe & Blue
China	1	6.0	Red w/ Gold Palm
China	2	6.0	Shell of Shells w/ Palm Pistil w/ Silver Tail
China	2	6.0	Silver Peony w/ Red Ring w/ Tail
China	2	6.0	Silver to Crackling w/ Red Pistil

Shell Description

USA	2	6.0	Silver Tourbillions
China	2	6.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	6.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	6.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	6.0	Titanium Salutes Shell of Shells
China	2	6.0	Titanium Salutes with Silver Tail
USA	2	6.0	Tree Peony w/ Yellow Center w/ Silver Tail
China	1	6.0	Triplet Bloom w/ Crackling Tail
USA	2	6.0	Two-Color Change Chrysanthemum w/ Glitter Silver Pistil w/ Tail
China	2	6.0	White Crackling Willow with Silver Tail
China	2	6.0	White Peony
China	2	6.0	White Strobe Flitter w/Strobe w/ Silver Tail
China	2	6.0	White Twinkling
China	2	6.0	White Twinkling w/ Red Palm
China	1	6.0	Yellow Flowers in Battlefield w/ Gold Tail
China	1	6.0	Yellow to Crackling
China	2	6.0	Yellow to Red Reflecting with Silver Tail
	150		TOTAL 6" MAIN BODY SHELLS

8" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	1	8.0	Assorted Bees
China	1	8.0	Blooming Silvery
China	1	8.0	Colorful & Silver Rain w/ RST
China	1	8.0	Double Rings & Brocade to Green w/ RGT
China	1	8.0	Gold Glitter
China	1	8.0	Green to Silver Peony
USA	1	8.0	Orange Peony
China	1	8.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	1	8.0	Purple Glitter w/ Palm Core
China	1	8.0	Red & Blue & White Peony
China	1	8.0	Silver to Crackling w/ Red Pistil
China	1	8.0	Spangle Chrysanthemum w/ Variety Pistil
	12		TOTAL 8" MAIN BODY SHELLS

10" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	10.0	Astragalus
China	1	10.0	Blue & Spangle
China	1	10.0	Brocade Crown w/ Red Green Tail
China	1	10.0	Flourishing w/ RST
China	1	10.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	10.0	Mixed Orange & Yellow Dahlia
USA	1	10.0	Multi-Color Chrysanthemum w/ RGT
China	1	10.0	Red & White & Blue Glitter
China	1	10.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST

Shell Description

China	1	10.0	Titanium Salutes Shell of Shells
USA	1	10.0	White Twinkling
China	1	10.0	Yellow to Crackling

12	TOTAL 10" MAIN BODY SHELLS
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LOW LEVEL PRESENTATION

China	4500	0.75	Silver Whistles
USA	500	0.75	Silver Whistles

5000	TOTAL LOW LEVEL PRESENTATION
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3" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	3.0	Aqua Peony w/ Spangle Pistil
China	2	3.0	Assorted Bees
China	2	3.0	Astragalus
China	2	3.0	Blooming Silvery
China	2	3.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	3.0	Blue & Spangle
China	2	3.0	Blue Bees
China	2	3.0	Blue Chrysanthemum with Silver Tail
China	2	3.0	Blue Crossette
China	2	3.0	Blue to Red Glitter
China	2	3.0	Blue to Red Peony
China	2	3.0	Brocade Crown to Purple Tail
China	2	3.0	Brocade Crown w/ Red Green Tail
China	2	3.0	Brocade Crown with Brocade Tail
China	2	3.0	Brocade Crown with Gold Strobe Pistil
China	2	3.0	Brocade Silver to Green
China	2	3.0	Brocade to Blue with Red Center
China	2	3.0	Brocade to Crackling
China	2	3.0	Brocade to Green Sparkling Lights
China	2	3.0	Brocade to Purple
China	2	3.0	Brocade to Purple Stars with Brocade Tail
China	2	3.0	Butterfly Pattern
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Gold Tail
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	3.0	Color Chrysanthemum with Gold Tail
USA	2	3.0	Color Chrysanthemum with Silver Tail
USA	2	3.0	Color Peony
USA	2	3.0	Color Waves with Gold Tail
USA	2	3.0	Color Waves with Silver Tail
USA	2	3.0	Colorful & Silver Rain w/ RST
USA	2	3.0	Colorful and Silver Rain w/ Crackling Tail
USA	2	3.0	Colorful Peony with Palm Pistil
China	2	3.0	Crackling Palm
China	2	3.0	Crackling Palm with Crackling Tail

Shell Description

China	2	3.0	Crocus
China	2	3.0	Crown to Multicolor w/ Gold Tail
China	2	3.0	Dahlia Blue w/ Red tail
China	2	3.0	Double Ring (Red Inner & Blue Outer)
China	2	3.0	Double Ring (Yellow Inner and Purple Outer)
China	2	3.0	Double Rings & Brocade to Green w/ RGT
China	2	3.0	Electric Thunder Salutes
China	2	3.0	Fire Meteors
China	2	3.0	Five Colors
China	2	3.0	Flourishing
China	2	3.0	Flourishing w/ RST
China	2	3.0	Glitter Coconut
China	2	3.0	Glittering Silver to Blue Chrysanthemum
China	2	3.0	Glittering Silver to Green Chrysanthemum
China	2	3.0	Glittering Silver to Yellow Chrysanthemum
China	2	3.0	Gold Chrysanthemum with Blue Pistil
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Silver Tail
China	2	3.0	Golden Glittering Palm with Gold Tail
China	2	3.0	Golden Orchard
China	2	3.0	Golden Pheasant
China	2	3.0	Golden Rays with Blue Pistil
USA	2	3.0	Grand Celebration
USA	2	3.0	Grapes All Over The Vineyard
China	2	3.0	Green and Yellow Reflecting with Silver Tail
China	2	3.0	Green Chrysanthemum with Gold Tail
China	2	3.0	Green Chrysanthemum with Silver Tail
China	2	3.0	Green Crackling Willow
China	2	3.0	Green Peony
China	2	3.0	Green Peony w/ Blue Peony
China	2	3.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	3.0	Green Peony w/ Purple Pistil
China	2	3.0	Green Ring with Palm Pistil with Gold Tail
China	2	3.0	Green Ring with Palm Pistil with Silver Tail
China	2	3.0	Green to Silver Peony
China	2	3.0	Green to Yellow Peony with Palm Pistil
China	2	3.0	Half Blue & Half Silver Chrysanthemum
China	2	3.0	Half Blue and Half Green with Palm Pistil
China	2	3.0	Half Red & Half Blue Chrysanthemum
China	2	3.0	Half Red & Half Green w/ Palm Pistil
China	2	3.0	Half Red & Half Purple Chrysanthemum
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
USA	2	3.0	Happy Face Pattern
USA	2	3.0	Heart Pattern
China	2	3.0	Kamuro w/ Fuchsia Strobe
China	2	3.0	Mixed Orange & Yellow Dahlia

Shell Description

USA	2	3.0 Multi Color Peony w/ Crackling Tail
USA	2	3.0 Multi Reports
USA	2	3.0 Multi-Color Chrysanthemum w/ RGT
China	2	3.0 Orange Peony
China	2	3.0 Orange Peony w/ Palm Core w/ Tail
China	2	3.0 Orange Peony with Blue Pistil
China	2	3.0 Orange Peony with Crackling Pistil
China	2	3.0 Orchid
China	2	3.0 Peacock Tail
China	2	3.0 Peacock Tails with Gold Tail
China	2	3.0 Peacock Tails with Silver Tail
China	2	3.0 Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	2	3.0 Pink Peony with Purple Pistil
China	2	3.0 Pink Peony with Sparkling Silver Pistil
China	2	3.0 Purple Chrysanthemum with Silver Tail
China	2	3.0 Purple Glitter w/ Palm Core
China	2	3.0 Purple Peony
China	2	3.0 Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	3.0 Purple Peony with Brocade Center
China	2	3.0 Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	3.0 Purple Ring with Brocade Center
China	2	3.0 Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	3.0 Red & Blue & White Peony
China	2	3.0 Red & Blue Peony w/ Silver Tail
China	2	3.0 Red & White & Blue Glitter
China	2	3.0 Red Blue Silver Flashing w/ Brocade Silver w/ Blue & Red Pistil
China	2	3.0 Red Chrysanthemum & Glitter Palm Core
China	2	3.0 Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	3.0 Red Chrysanthemum to Green with Red Center
China	2	3.0 Red Peony w/ Yellow Pistil w/ Crackling Tail
China	2	3.0 Red Peony with Gold Tail
China	2	3.0 Red Peony with Silver Brocade Pistil
China	2	3.0 Red Peony with Silver Tail
China	2	3.0 Red Strobe
China	2	3.0 Red to Crackling w/ Gold Palm Core
China	2	3.0 Red to Silver Diamond & Blue w/ Tail
China	2	3.0 Red to White Strobe & Blue
China	2	3.0 Red w/ Gold Palm
China	2	3.0 Red White Blue Peony
China	2	3.0 Silver Bees with Silver Tail
China	2	3.0 Silver Brocade to Orange
China	2	3.0 Silver Brocade to Pink
China	2	3.0 Silver Crackling Flowers
China	2	3.0 Silver Glitter Palm w/ Silver Tail
China	2	3.0 Silver Peony
China	2	3.0 Silver Peony with Red Ring
China	2	3.0 Silver Ring

Shell Description

China	2	3.0	Silver to Crackling w/ Red Pistil
China	2	3.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	3.0	Silver Tourbillions
China	2	3.0	Silver Wave to Blue
China	2	3.0	Singing Willow Warbler
China	2	3.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	3.0	Sparkling Gold Lights
China	2	3.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	3.0	Sparkling Golden Lights
China	2	3.0	Sparkling Silver Lights
China	2	3.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	3.0	Sparkling Silvery Lights
China	2	3.0	Star Pattern
China	2	3.0	Sunflower
China	2	3.0	Titanium Salutes
China	2	3.0	Titanium Salutes w/ Silver Tails
China	2	3.0	Triplet Bloom
China	2	3.0	Variety Peony w/Silver Palm Core
China	2	3.0	White Twinkling
China	2	3.0	White Twinkling w/ Red Palm
China	2	3.0	Yellow Bees
China	2	3.0	Yellow to Red Reflecting with Silver Tail
300		TOTAL 3" FINALE SHELLS	

4" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	3	4.0	Assorted Bees
China	3	4.0	Blue Crossette
China	3	4.0	Blue Crossette w/Crackle
China	3	4.0	Blue Peony with Yellow Pistil
China	3	4.0	Brocade Silver to Red
China	3	4.0	Brocade Silver to Blue
China	3	4.0	Color Peony
China	3	4.0	Golden Ribbon
China	3	4.0	Green Crossette
Spain	3	4.0	Kamuro w/ Fuchsia Strobe
China	3	4.0	Orange Crossette
China	3	4.0	Popping Flowers
USA	3	4.0	Rainbow Streamers
China	3	4.0	Red Crossette
China	3	4.0	Singing Willow Warbler
China	3	4.0	White Crossette
USA	2	4.0	White Mag
50		TOTAL 4" FINALE SHELLS	

5" FINALE SHELLS

Shell Description

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	5.0 Blue Crossette
USA	2	5.0 Bowtie Ring
China	2	5.0 Brocade Silver to Green
China	3	5.0 Crown to Multicolor w/ Gold Tail
China	3	5.0 Double Ring (Red Inner & Blue Outer)
China	3	5.0 Double Ring (Yellow Inner and Purple Outer)
China	3	5.0 Electric Thunder Salutes
China	3	5.0 Fire Meteors
China	3	5.0 Five Colors
China	2	5.0 Flourishing
USA	3	5.0 Golden Ribbon
China	2	5.0 Half Red & Half Blue Chrysanthemum
China	3	5.0 Popping Flowers
China	2	5.0 Red Crossette
China	3	5.0 White Crossette

40

TOTAL 5" FINALE SHELLS

6" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	6.0 Blue Diamond
China	3	6.0 Brocade to Purple Stars with Brocade Tail
China	2	6.0 Color Waves with Silver Tail
China	2	6.0 Glittering Silver to Red Chrysanthemum
China	3	6.0 Gold Waves with Gold Tail
China	3	6.0 Green and Yellow Reflecting with Silver Tail
China	2	6.0 Green Chrysanthemum with Gold Tail
USA	3	6.0 Peacock Tails with Gold Tail
China	3	6.0 Red Peony with Silver Tail
China	2	6.0 Silver Ring with Silver Tail
China	2	6.0 Sparkling Silvery Lights
China	2	6.0 White Chrysanthemum

30

TOTAL 6" FINALE SHELLS

8" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Brocade Silver to Blue Chrysanthemum
China	1	8.0 Half Red & Half Purple Chrysanthemum

2

TOTAL 8" FINALE SHELLS

10" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Blooming Silvery
China	1	8.0 Brocade Crown

2

TOTAL 10" FINALE SHELLS

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 21, 2020
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 5-0 (Councilmember King was not available during the voting. Councilmember Braden was absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of December 14, 2020 City Council Workshop

Motion to approve minutes of December 14, 2020 City Council Workshop passed 5-0.

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. 2020 Destin Christmas Parade Winners

A plaque was presented to each of the following 2020 Destin Christmas Parade winners:

***Noel Award/Band Award:* FWB High School and Destin Middle School Bands**

***Elf Award/Children Service:* Destin Middle School Cheerleaders**

***Santa's Helper Award/Children Commercial:* RISE Dance Team**

***Civic Club/Civic Award:* Krewe of Bowlegs**

***Chamber Award/Commercial:* AJ's Seafood and Oyster Bar**

***Angel Award/Religious Award:* Safe Harbor**

***Crowd Pleaser:* Destin Water User**

B. Recognition of 2020 Holiday Decorating Contest Winners

A plaque was presented to each of the following 2020 Holiday Decorating Contest Winners:

***Best Home:* Sally Biedenharn, 808 Mars Street, Destin**

***Best Organization:* Chick-Fil-A, 1063 Highway 98 E, Destin**

***Best Business:* I'M SKEWED, 529 Harbor Blvd, Destin**

***Best of Holiday:* James & Nancy Murphy, 618 Sea Oats, Destin**

C. Discussion of Norriego Point Surveys/Deeds with Baskerville Donovan Staff

Motion to accept the survey and turn it over to staff to be used in their analysis of the submerged land lease application to FDEP passed 6-0.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

4. CITY MANAGER REPORTS

A. Complaint Policy Status & Updates

Formal complaint policy to include the whistleblower policy, internal complaint policy and clarification on how the City receives complaint from the public would be provided to Council for review and approval in January 2021.

B. Alternate Plan Review and Inspection Policy

Motion to adopt the Alternate Plan Review and Inspection Policy as City policy passed 6-0.

C. Preparation of Reevaluation of the PD&E study and Public Involvement Element – Crosstown Connector

Motion to adopt Resolution 20-30, authorizing and directing the City Manager to execute a Notice to Proceed to Atkins for Part III of the Crosstown Connector Project – Design Change Re-evaluation passed 6-0.

D. Main Street/Kelly Street Intersection Safety Measures

Motion to install a lit All-Way Stop Signs at the intersection of Main Street and Kelly Street, to monitor that intersection, and if conditions warrant, to proceed to Phase II passed 6-0.

E. Capital Project Status

F. Operations Financial Report

G. Announcements

- 1) City Facilities will be closed on December 24th & 25th and on January 1st.

Motion to designate New Year's Eve, December 31, 2020, as a holiday for City staff passed 6-0.

Grants/Project Manager Jeff Cozadd announced that today, Okaloosa County has issued the City of Destin a Notice to Proceed for Capt. Royal Melvin Heritage Park Improvements Project. It would allow the City to move forward with the construction phase of the project.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 20-18-LC – Amending Article 3 "Definitions" and Article 8 of the Land Development Code to prohibit motorized scooter rental businesses, offices, and other related and uses within the City of Destin

Motion to approve proposed Ordinance 20-18-LC on second reading passed 6-0.

- B. Second reading of Ordinance 20-31-CN -Amending Article VII "General Provisions" of the City Charter to create a new section prohibiting the conveyance, sale, lease or other transfer of interest of City parks without a super majority vote of the City Council; providing for a referendum on the charter amendment, providing for a ballot question for a vote at the March 9, 2020 Special Election

Motion to approve proposed Ordinance 20-31-CN on second reading and direct the City Clerk to immediately forward the ballot language to the Supervisor of Elections passed 6-0.

6. *CONSENT AGENDA

- A. FY 2021 Choctawhatchee Bay Alliance (CBA) Contract Renewal
B. Installation of a Fire Safety and Fire Monitoring System at City Hall, authorization to allow the City Manager to sign an Agreement and to execute a contract amendment
C. Resolution 20-32, Renewal of the Exclusive Contract Agreement between the City of Destin and Pyro Shows, Inc. for the Destin Independence Day Fireworks on July 4, 2021.
D. Office Productivity Suite and Email System (Microsoft Office 365)
E. Financial System (MUNIS) Continuing Services/Licensing and Support Renewal for 20-21
F. Proposed Bert Harris Settlement Agreement for 3892 Sandprint Drive
G. Proposed Bert Harris Settlement Agreement for 4646 Destiny Way
H. Proposed Bert Harris Settlement Agreement for 91 Dolphin
I. Proposed Bert Harris Settlement Agreement for 96 Cobia Street
J. Proposed Bert Harris Settlement Agreement for 3462 Scenic Highway 98
K. Proposed Bert Harris Settlement Agreement for 71 Stingray

Motion to pull Consent Agenda item 6B for further discussion, and approve Consent Agenda items 6A, and 6C thru 6K, as printed above, passed 6-0.

Motion to approve Consent Agenda item 6B, as printed above, passed 6-0.

The Mayor recommends having the Destin Fire Control District conduct an evaluation of City facilities to make sure they have the required number of fire extinguishers.

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

1) Highway 98 Improvement Project

B. Councilmember Ramswell

Discussed the collapse of a pavilion roof at James Lee Park (Ramswell)

County TDC is in close coordination with the lessee responsible for the maintenance of that facility, and they expect the problem to be remedied as soon as possible. (Warren)

There have been numerous complaints about a section of US Hwy 98 that drops from a 3-lane road down to a 2-lane road without sufficient warning (Ramswell)

Contacted and expressed this concern to the construction inspection engineer for the project and the District 3 office in Chipley, and they have forwarded the complaint to the engineer of record. They are waiting for their comments and possible corrective actions. (Burgess)

“Remember to yell ‘*Jumangi* !’ at midnight on New Year’s Eve. “

C. Councilmember Destin

1) Permitting Issues/Solutions

Requests the City Manager discuss this matter with the Community Development Department staff to see if they could come up with other solutions that could work in conjunction with the new computer program being installed that could help shorten the amount of time it takes to obtain a building permit.

D. Councilmember Overdier

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

- 1) Request to schedule an executive session pursuant to section 286.011(8), *Florida Statutes*, in the case of *Steven Drummond vs. City of Destin, et al.*, Case Number 2019CA000152 F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida

Motion to schedule the executive session to discuss the above case on Monday, January 4, 2021, at 5:30 PM passed 6-0.

8. PUBLIC COMMENTS

ADJOURNMENT: 7:55 PM

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 19, 2019
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to add East Pass Dredge discussion under the City Attorney's name passed 6-0 with Overdier absent.

Motion to adopt the agenda as modified passed 6-0 with Overdier absent.

1. APPROVAL OF MINUTES

A. Approval of minutes of February 4, 2019 Regular City Council Meeting

Motion to approve minutes of February 4, 2019 regular city council meeting passed with Overdier absent.

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. State of the City Address – Mayor Jarvis

B. Parks & Recreation Committee Presentation – Teresa Hebert

Motion to allow on leash dogs in Main Street, Kell-Aire North, Mattie Kelly Pier & Nature Walk, Joe's Bayou, and Jewel Melvin Parks passed 6-0 with Overdier absent.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

4. CITY MANAGER REPORTS

A. Crosstown Connector: Property Acquisition; Legal Opinion, Inverse Condemnation

No action at this point of the meeting; Ordinances to be heard later in agenda.

B. Code Compliance Update.

Motion to make the necessary budget amendments to hire 1-full time and 1-part time seasonal Code Compliance personnel passed 6-0 with Overdier absent.

C. Discussion on draft ordinance for pay-to-park facilities

Motion to proceed passed 5-1 with Marler dissenting and Overdier absent.

D. Announcements

E. Destin Fishing Fleet v. City of Destin, Okaloosa County Circuit Court, Case No. 2019 CA 000425 F.

Motion to appoint ASG as additional legal Counsel passed, 6-0 with Overdier absent.

5. PUBLIC HEARINGS

A. *Jenkins Engineering, Inc., on behalf of Vintage Destin, Inc., LLC, is requesting approval of a Major Development Order and Major Subdivision identifies as “Vintage Destin.” The proposed multi-family development consists of 282 units with Office Space and associated infrastructure improvements, including proposed public right-of-way. The proposed project is generally located north of Highway 98 East, addressed as 117 Palms Street. Property can also be identified by Okaloosa County Property Appraiser’s Parcel I.D. no. 00-2S-22-0000-00213-0000. The total site area is 18.1 acres, more or less.**

Motion to approve the request passed 6-0 with Overdier absent.

B. First reading of Ordinance 18-24-CN Acquisition of 607 Sandalwood for the Cross Town Connector

Motion to approve Ordinance 18-24-CN on First Reading and direct staff to bring it back for Second Reading at the next City Council meeting passed 5-1, Braden voting no with Overdier absent.

C. First reading of Ordinance 18-24-CN Acquisition of 601 Sandalwood for the Cross Town Connector

Motion to approve Ordinance 18-25-CN on First Reading and direct staff to bring it back for Second Reading at the next City Council meeting passed 5-1, Braden voting no with Overdier absent.

D. First reading of Ordinance 19-01-LC Provides for an amendment to Land Development Code Section 9.06.04., relating to the location of swimming pools

Motion to approve Ordinance 19-01-LC on First Reading and direct staff to bring back for Second Reading at the next Council Meeting passed 6-0 with Overdier absent.

- E. First reading of Ordinance 18-30-LC - Creates definitions for commercial uses, commercial special events and commercial special event venues. Provides for amendments to Articles 3, 7 and 9 of the Land Development Code; amending Table 7-2, Table of Allowable Uses in zoning districts to prohibit commercial special event venues in all residential districts.

Motion to approve Ordinance 18-30-LC on First Reading and direct staff to bring back for Second Reading at the next Council Meeting passed 6-0 with Overdier absent.

6. CONSENT AGENDA

- A. Submerged Lands Easement Renewal – Old Pass Lagoon
- B. Destin Little League Opening Day Parade Request for use of city right-of-way
- C. Junior League of the Emerald Coast request for use of right-of-way
- D. GP Lighting Service Contract Rate Schedule
- F. Independence Day Fireworks bid approval
- G. LoBello, Duhon, LoBello Quotes for Mattie Kelly & Joe Bayou
- H. Fencing Repairs for Tennis/Pickleball Courts at Buck Destin

Amended motion to approve A-H and pull G for discussion passed 6-0 with Overdier absent.

Motion to approve item G passed 6-0 with Overdier absent.

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

- A. Councilmember Braden

Landscaping in medians concerns/Co-Sponsorship with property owners. CM – After the 3R Project concludes work together on a plan for additional trees/landscaping.

- B. Councilmember Ramswell

Okaloosa County/Destin Partnership for zoning compatibility at annexed lines.

- C. Councilmember Menchel

Mid Bay Bridge Authority update at their next meeting. Also if any buildings planned for demo to notify and allow DFCD to perform a training first.

D. Councilmember Overdier - Absent

E. Councilmember Marler

F. Councilmember Destin

G. Councilmember Morgan

Add Alan French, Trees on the Coast to present plan to beautify the Welcome to Destin Sign on the EAFB property by the Marler Bridge.

H. Mayor Gary Jarvis

I. Land Use Attorney

1. Technical Review Committee (TRC) Update - Nothing

J. City Attorney

1. Fleet Lawsuit - Nothing

2. East Pass Update

Motion to authorize the Mayor, City Staff and City Attorney to execute easements with Reach One property owners so they can receive sand from the East Pass Dredge passed 6-0, with Overdier absent.

ADJOURNED: 9:05 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 09/22/2021

SUBJECT: Legion Drive at Main Street, Stormwater/Pavement Repair, authorization to execute a Task Order

I. BACKGROUND: A storm sewer pipe separation has produced a cavity under Legion Drive. Public Works has backfilled the hole and placed a metal plate over the area.

II. DISCUSSION: City staff met with its continuing service provider for stormwater and asphalt services, H&T, and determined a way forward for repairing this pipe separation and asphalt damage. The original contract with H&T from 2018 is included as ATT1. The quote for this repair is included as ATT2. The current contract pricing approved by Council on September 7, 2021 is attached as ATT3.

NOTE: This repair will take place over the course of a few days and will require the closing of the south turn lane on Legion Drive close to the Emergency Vet's office. The pipe that requires repair is approximately 10' deep and as such may require wellpoints that have been included in the quote.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): The work to be accomplished on this section of the stormwater infrastructure is significant (\$69,047.50) and will extend the life of the system in this area. Only \$26,307 was budgeted to renew/replace physical environment assets (stormwater, harbor pump, cemetery). Staff propose an internal budget transfer from RR054 Road renewal and replacement. The proposed internal budget transfer is attached as ATT4.

**FY2022
BUDGET**

30058585-565000-RR053	
Renew&Replace-Capital-Phys Environ	
FY22 Adopted Budget	26,307
Internal Transfer	42,741
Previous Expenses/Encumbrances	-
Available Program Budget	69,048
This Agreement +(-)	(69,048)
FY22 Remaining Program Budget	\$ -

C. Level of Service (LOS): Repair of a section of roadway and underlying storm sewer.

III. CONCLUSION: This repair is necessary to prevent further damage to the roadway and its substructure.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a Task Order for the repair of the storm sewer and road surface on Legion Drive in the amount of \$69,047.50.

Attachments:

1. ATT1: FY18 H&T Asphalt Contract
2. ATT2: Legion at Main stormwater road repair quote for 100421 CC meeting
3. ATT3: H&T Appendix A for FY22
4. ATT4: Budget Txfr RR054 to RR053 for strmwtr at Legion

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:

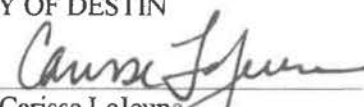
H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

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:

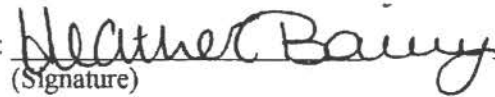

Rey Bailey
City Clerk

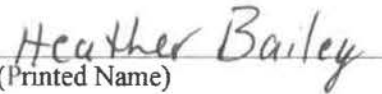
CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

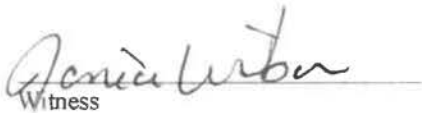
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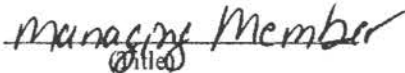
H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


(Printed Name)


Witness


Witness

Its: 
(Title)

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 18-01-PS
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

A handwritten signature in black ink, appearing to read "Carisse LeJuene", is written over a horizontal line.

Carisse LeJuene
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com

Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, 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.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section – medium 12 inches to 15 inches	EACH	
47	Mitered end section – large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

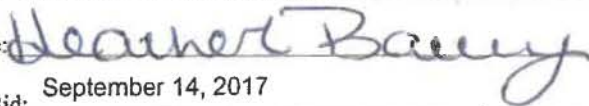
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

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: Heather Bailey, Managing Member
 Signature:  (Print or Type)
 Date of Bid: September 14, 2017

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

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY
PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY
TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day
CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL		QTY	UNIT
Sodding		700	SY
Fill Dirt provided, delivered, spread and compacted on grade		120	CY
Hay Bales		20	EA
Swale Installaion (grading)		75	CY
Silt Fence		2200	LF
MISCELLANEOUS		QTY	UNIT
Irrigation heads		50	EA
Manhole Adjustment		6	EA
Valve Box Adjustment		10	EA
Irrigation Piping		1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE 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 to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete 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)(c), 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.)

Deborah Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. The current bid documents shall be revised **from:** "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To:** The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

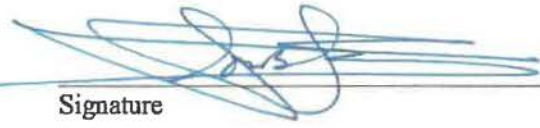
The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/07/2017
Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cashier's check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

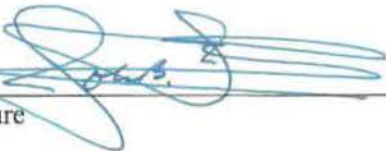
END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV

Print Name



Signature

9/11/2017

Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

H&T Contractors, L.L.C.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P.....**

☐ Other (see instructions) ▶

☐ Exempt
payee

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

376 Ben King Road, P.O. Box 9

City, state, and ZIP code

Freeport, Florida 32439

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

26

2414585

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

<u>JOB</u>	<u>Amount to Complete</u>	<u>General Contractor/ Owner</u>
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS NAME H AND T CONTRACTORS LLC
RAY ANTHONY CASIAS QUALIFIER

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 376 BEN KING RD
FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

Paid 0-17004456

35.00

07/10/2017

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online

Scan Here



Scan Here

RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

X 
SIGN AND DISPLAY AS REQUIRED
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Daniels Commercial Insurance, LLC
248 W. Garden St.
Pensacola FL 32502

CONTACT NAME: Daniels Commercial Insurance, LLC
PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716
E-MAIL: service@dcinsllc.com
ADDRESS:

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

H&TCONT-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	BITCO General Insurance Corporation	20095
INSURER B:	Great American Insurance Company	16691
INSURER C:	AGCS Marine Insurance Company	22837
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 764942720

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)

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Pensacola FL 32502

CONTACT NAME: Daniels Commercial Insurance, LLC
PHONE (A/C No. Ext): 850-308-7710 FAX (A/C No.): 850-308-7716
E-MAIL ADDRESS: service@dcinsllc.com

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BITCO General Insurance Corporation	20095
INSURER B: Great American Insurance Company	16691
INSURER C: AGCS Marine Insurance Company	22837
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 764942720

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 9/10/2021**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Main St. & Legion Drive Sink Hole

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$10.50	150.00	\$ 1,575.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$9.30	150.00	\$ 1,395.00
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$8.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$4.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$5.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$10.50	150.00	\$ 1,575.00
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$4.50	150.00	\$ 675.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$4.00	0.00	\$ -
11	Prime Coat	SY	\$2.25	0.00	\$ -
12	Tack Coat	SY	\$2.25	150.00	\$ 337.50
13	Asphalt Cut with Abrasive Blade	LF	\$5.00	160.00	\$ 800.00
14	Concrete Cut with Abrasive Blade	LF	\$5.00	0.00	\$ -
15	Silt Fence	LF	\$3.00	0.00	\$ -
16	Straw Waddle	LF	\$4.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$600.00	3.00	\$ 1,800.00
18	Valve Box Adjustment	EACH	\$300.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$8.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$7.00	150.00	\$ 1,050.00
21	Removal of Asphalt over 4 inches	SY	\$7.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$15.00	400.00	\$ 6,000.00
23	Clear & Grub	SY	\$0.55	0.00	\$ -
24	Debris Hauling	CY	\$15.00	20.00	\$ 300.00
25	Tree trimming	HR	\$200.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$250.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$225.00	0.00	\$ -
28	Mobilization	LUMP	\$3,000.00	1.00	\$ 3,000.00
29	12" inch RCP provided, delivered, and installed	LF	\$45.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$45.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$48.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$56.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$75.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$80.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$100.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$135.00	0.00	\$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$37.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$42.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$48.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$67.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$92.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$101.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$117.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$150.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$900.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$1,200.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,500.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$65.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$65.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,800.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$1,600.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$1,200.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$10.00	400.00	\$ 4,000.00
54	Well Points	DAY	\$4,000.00	4.00	\$ 16,000.00
55	Grout (joint)	EACH	\$1,000.00	3.00	\$ 3,000.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$10.00	800.00	\$ 8,000.00
57	Swale Installation (grading)	CY	\$20.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$1,000.00	2.00	\$ 2,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$400.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$600.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$20.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$3,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$60.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$56.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$20.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$30.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$22.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$24.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$24.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$65.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,800.00	5.00	\$ 9,000.00
72	Bermuda Sod installed	SY	\$6.50	0.00	\$ -
73	St Augustine Sod installed	SY	\$7.75	0.00	\$ -
74	Centipede Sod installed	SY	\$4.50	0.00	\$ -
75	Irrigation Repair	HR	\$150.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$6,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$8,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$3,500.00	0.00	\$ -
			Total		\$ 60,507.50

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	\$ 2.20	150	
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	\$ 1.90	-	\$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	\$ 1.55	-	\$ -
			Total		\$ 60,507.50
Contingent Items from Price Sheet		LS	Total		\$ 8,540.00
			Grand Total		\$ 69,047.50

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 9/10/2021
Completion Date:
Calendar Days:

Description of Work: Main St. & Legion Dr. Sink Hole

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Vac Truck		\$250.00	30.00	\$ 7,500.00
902	Testing		\$65.00	16.00	\$ 1,040.00
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 8,540.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
2" Type SP, 12.5 Asphalt Concrete Superpave (Course)	SY	\$9.50	\$10.50
1.5" Type SP, 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	\$9.30
1" Type SP, 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	\$8.00
Milling of Existing asphalt (1" depth)	SY	\$3.00	\$4.00
Milling of Existing asphalt (2" depth)	SY	\$4.00	\$5.00
8" Graded Aggregate Base, delivered and compacted	SY	\$9.50	\$10.50
6" Graded Aggregate Base, delivered and compacted	SY	\$8.50	\$9.50
4" Graded Aggregate Base, delivered and compacted	SY	\$7.00	\$8.00
Stabilized Base (12")	SY	\$3.50	\$4.50
Stabilized Base (6")	SY	\$3.00	\$4.00
Prime Coat	SY	\$0.75	\$2.25
Tack Coat	SY	\$0.75	\$2.25
Asphalt Cut with abrasive blade	LF	\$4.00	\$5.00
Concrete Cut with abrasive blade	LF	\$4.00	\$5.00
Silt Fence	LF	\$2.00	\$3.00
Straw Waddle	LF	\$3.00	\$4.00
Manhole Adjust	each	\$400.00	\$600.00
Valve Box Adjust	each	\$150.00	\$300.00
Removal of Concrete, over 6"	SY	\$7.50	\$8.50
Removal of Asphalt up to 4" thick	SY	\$6.00	\$7.00
Removal of Asphalt over 4" thick	SY	\$6.00	\$7.00
Fill Dirt provided, delivered, spread and compacted	CY	\$12.00	\$15.00
Clear & Grub	SY	\$0.22	\$0.55
Debris Hauling	CY	\$12.00	\$15.00
Tree Trimming	/hr	\$150.00	\$200.00
Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	\$250.00
Guardrail	LF	\$125.00	\$225.00
Mobilization	lump	\$2,500.00	\$3,000.00
12" RCP provided, delivered and installed	LF	\$28.00	\$45.00
15" RCP provided, delivered and installed	LF	\$29.00	\$45.00
18" RCP provided, delivered and installed	LF	\$34.00	\$48.00
24" RCP provided, delivered and installed	LF	\$42.00	\$56.00
30" RCP provided, delivered and installed	LF	\$55.00	\$75.00
36" RCP provided, delivered and installed	LF	\$65.00	\$80.00
42" RCP provided, delivered and installed	LF	\$90.00	\$100.00
48" RCP provided, delivered and installed	LF	\$120.00	\$135.00
12" ADS provided, delivered and installed	LF	\$20.00	\$37.00
15" ADS provided, delivered and installed	LF	\$22.00	\$42.00
18" ADS provided, delivered and installed	LF	\$25.00	\$48.00
24" ADS provided, delivered and installed	LF	\$30.00	\$67.00
30" ADS provided, delivered and installed	LF	\$38.00	\$92.00

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
36" ADS provided, delivered and installed	LF	\$47.00	\$101.00
42" ADS provided, delivered and installed	LF	\$85.00	\$117.00
48" ADS provided, delivered and installed	LF	\$95.00	\$150.00
Concrete Headwall or Drainage Structure	CY	\$600.00	\$900.00
Mitered End Section, medium 12-15"	each	\$800.00	\$1,200.00
Mitered End Section, large 18-24"	each	\$4,000.00	\$4,500.00
Concrete Flume (4" thick)	SY	\$48.00	\$65.00
Inlet Apron (4" thick)	SY	\$48.00	\$65.00
Raise existing inlet (assume 3" adjustment)	each	\$1,000.00	\$1,800.00
Lower existing inlet (assume 3" adjustment)	each	\$800.00	\$1,600.00
6" diameter yard inlet, installed maximum 2" depth	each	\$600.00	\$1,200.00
Excavation and Haul Off	CY	\$8.00	\$10.00
Well Points	/day	\$3,500.00	\$4,000.00
Grout (joint)	each	\$500.00	\$1,000.00
Compaction of subgrade, soil and backfill (up to 6")	SY	\$8.00	\$10.00
Swale Installation (grading)	CY	\$10.00	\$20.00
Concrete Collar (any size)	each	\$400.00	\$1,000.00
Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	\$400.00
Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	\$600.00
6" drain pipe	LF	\$15.00	\$20.00
Type C inlet installed	each	\$2,500.00	\$3,500.00
Concrete Driveway 6" thick, fiber reinforced	SY	\$48.00	\$60.00
Concrete Sidewalk 4" thick installed	SY	\$43.00	\$56.00
Concrete Flat/Ribbon Curb, fiber reinforced (12" wide x 8" deep)	LF	\$15.00	\$20.00
Concrete Type D Curb, fiber reinforced	LF	\$25.00	\$30.00
Concrete Type E Curb & gutter, fiber reinforced	LF	\$18.00	\$22.00
Concrete Type F Curb & gutter, fiber reinforced	LF	\$18.00	\$24.00
Concrete Modified (18") Type F Curb and gutter, fiber reinforced	LF	\$17.00	\$24.00
ADA truncated dome mat installation	SF	\$40.00	\$65.00
Traffic Control	/day	\$1,500.00	\$1,800.00
Bermuda Sod installed	SY	\$5.40	\$6.50
St Augustine installed	SY	\$6.75	\$7.75
Centipede Sod installed	/hr	\$3.30	\$4.50
Irrigation Repair	each	\$75.00	\$150.00
Type C inlet installed (6-10')	each	\$4,000.00	\$6,000.00
Type C inlet installed (10-14')	each	\$6,000.00	\$8,000.00
Type C inlet installed (<6')	each	\$2,500.00	\$3,500.00
Asphalt Reinforcing Fibers (2")	SY	\$1.20	\$2.20
Asphalt Reinforcing Fibers (1.5")	SY	\$0.90	\$1.90

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
Asphalt Reinforcing Fibers (1")	SY	\$0.55	\$1.55

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year 2022 Short Description STORMWTR BREAK Entity Code 1
 Period 1 Effective Date 10/4/2021 Amendment Type* 1
 Ref 1 BUA Budget Year Code 1 Budget Projection Inclusion One Time
 Ref 2 ADJ

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
30058585 RENEW/REPLACE	565000 CAPITAL PROJECT	RR053 PHYS ENVIR	LEGION DR STORMWTR BREAK	I	\$ 42,741.00	\$ 26,307.00	\$ 69,048.00
30058585 RENEW/REPLACE	565000 CAPITAL PROJECT	RR054 ROADS	LEGION DR STORMWTR BREAK	D	\$ 42,741.00	\$ 482,000.00	\$ 439,259.00

Created by: _____ Initials _____ Date _____
 Entered by: _____
 Approved by: _____

Note
 Increase Physical Environment RR budget to renew stormwater pipe connection at Legion Dr/Main St. See 10/04/2021 consent agenda.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.E.**TO:** City Council**THRU:** Lance Johnson, City Manager
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager**FROM:** Nichole DeVito, Human Resources Manager**DATE:** September 30th, 2021**SUBJECT:** Property & Casualty Insurance Renewals FY22

I. BACKGROUND: The City has been working with Public Risk Insurance Agency since 1996 as a strategic partner in the administration of our Property & Casualty insurance policies. Insurance policies for Property, Automobile (A/L), General Liability (G/L), Public Officials Liability and Employment Practices Liability (POL/EPL) expire on October 1, 2021 at 12:01 a.m. This item is being brought to Council at this time due to the timing of the renewal from the insurance agency and the extensive overview of properties and coverages for FY22. The Insurance Policy coverage has been extended until formal Council approval of this item.

II. DISCUSSION: A summary of changes in insurance lines for FY22 are as follows:

A. Property –

Premiums: \$109,805 Increase: \$7,667

- added Leonard Destin Park property

-2nd year rate guarantee

B. Inland Marine –

Premiums: \$4,543 Increase: \$217

C. General Liability –

Premiums: \$94,715 Increase: \$19,007

- increased payroll numbers (projected merit & cola)

D. Automobile –

Premiums: \$31,764 Increase: \$2,782

- addition of vehicles

E. Public Officials & Employment Practices Liability –

Premiums: \$43,333 Decrease: (\$995)

F. Workers Compensation –

Premiums: \$83,655 (decrease over last year of \$2,766)

G. Crime-

Premiums: \$1,000

-did not carry in previous years

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

B. Effect on Budget (EOB): The total for FY 2022 is \$368,815. All increases have been incorporated into the FY22 budget.

A. Property	\$109,805
B. Inland Marine	\$4,543
C. General Liability	\$94,715
D. Automobile	\$31,764
E. Public Officials/E	\$43,333
F. Workers Comp	\$83,655
G. Crime	\$1,000
	<u>\$368,815</u>

Property premiums are billed to the program that uses the particular property. Inland Marine and General Liability premiums are allocated to programs using the property premiums as the allocation basis. Vehicle insurance is charged to the program that uses the vehicles. Public Officials, Crime, and Workers Comp insurance is allocated to the programs using number of direct staff as the allocation basis. The full insurance allocation schedule is attached. Below is the effect on budget.

	0151321 Gen Gov	0151531 Com Dev	0152140 Public Safety	0152442 Code Compl	0153950 Cemetery	0153951 Phys Envir	0154160 Transportation/ Public Works	0154160 Transportation/ Public Works	0154160 Transportation/ Public Works
545000 Risk Mgmt Insurance	\$ 51,490	\$ 4,367	\$ 7,413	\$ 22,419	\$ 438	\$ 4,547	\$ 40,861	\$ 40,861	\$ 40,861
FY22 Adopted Budget	51,490	4,367	7,413	22,419	438	4,547	40,861	40,861	40,861
Internal Transfer	-	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-	-	-	-	-
Available Program Budget	51,490	4,367	7,413	22,419	438	4,547	40,861	40,861	40,861
This Agreement +(-)	(50,360)	(4,781)	(8,156)	(22,435)	(247)	(4,377)	(42,086)	(42,086)	(42,086)
FY22 Remaining Program Budget	\$ 1,130	\$ (414)	\$ (743)	\$ (16)	\$ 191	\$ 170	\$ (1,225)	\$ (1,225)	\$ (1,225)

ITEM # 2021-4289

		0157180	0157233	0157283	0157284	0157291	0157587	11152441	
		Library	Leonard Destin (FDEP)	Parks	Morgans	Beach/ WtrFront (TDC)	Com Ctr	Fl Bldg Code	
545000									
Risk Mgmt Insurance	\$	44,614	\$ 13,217	\$ 71,849	\$ 18,650	\$ 40,810	\$ 27,960	\$ 19,102	\$
FY22 Adopted Budget		44,614	13,217	71,849	18,650	40,810	27,960	19,102	
Internal Transfer		-	-	-	-	-	-	-	
Previous Expenses/Encumbrances		-	-	-	-	-	-	-	
Available Program Budget		44,614	13,217	71,849	18,650	40,810	27,960	19,102	
This Agreement +(-)		(46,155)	(15,664)	(69,333)	(20,455)	(34,562)	(29,681)	(18,827)	
FY22 Remaining Program Budget	\$	(1,541)	\$ (2,447)	\$ 2,516	\$ (1,805)	\$ 6,248	\$ (1,721)	\$ 275	\$

C. Level of Service (LOS): Increased level of service

III. CONCLUSION: The premium total for Property and Liability insurance is up a total of \$28,678 which represents an 11.18% increase.

Workers Compensation premium was reduced from last year -\$2,766. With this being our second year for the property premium rate lock, to maintain competitive pricing these items will be processed through the bid process in 2022 for council recommendation and approval.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to engage Florida Municipal Insurance Trust to bind Workers Compensation Insurance and to engage Public Risk Insurance Agency to bind all other lines of Property and Casualty coverage for Fiscal Year 2022.

Attachments:

1. Destin Premium comparison 21-22
2. 2022 INSURANCE ALLOCATIONS

Covered Party:	City of Destin
Effective Date:	10/1/2021

Coverage & Premium Comparison

LINE OF COVERAGE	2020/2021			2021/2022			Changes in Exposures	
	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2020/2021	2021/2022
Property:	2nd year Rate guarantee							
Preferred								
Blanket Buildings & Contents	\$ 16,971,857	\$ 5,000	\$ 89,614	\$ 17,466,857	\$ 5,000	\$ 96,341	Property	
Boardwalk	\$ 2,456,700	\$ 5,000	\$ 12,524	\$ 2,456,700	\$ 5,000	\$ 13,464	\$ 19,428,557	\$ 19,923,557.0
Equipment Breakdown	\$ 19,428,557	\$ 5,000		\$ 19,923,557	\$ 5,000		Exposure	\$ 495,000
Excess Flood	\$ 2,000,000	\$ 5,000		\$ 2,000,000	\$ 5,000		Difference	2.60%
Earth Movement	\$ 2,000,000	\$ 5,000		\$ 2,000,000	\$ 5,000			
Named Windstorm	\$ 19,428,557	3% per occ/min \$20,000		\$ 19,923,557	3% per occ/min \$20,000		Premium	\$ 7,667
Additional Expense	\$ 1,000,000	\$ 5,000		\$ 1,000,000	\$ 5,000		Difference	7.50%
Business Income	\$ 500,000	\$ 5,000		\$ 500,000	\$ 5,000			
Errors & Omissions	\$ 250,000	\$ 5,000		\$ 250,000	\$ 5,000			
misc Unnamed Locations	\$ 150,000	\$ 5,000		\$ 150,000	\$ 5,000			
Demolition & Increased Cost of Construction	\$ 500,000	\$ 5,000		\$ 500,000	\$ 5,000			
Inland Marine:			\$ 4,326			\$ 4,543		
Unscheduled Blanket Inland Marine	\$ 945,921	\$ 2,500		\$ 945,921	\$ 2,500		Inland Marine	
Communications Equipment	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		\$1,432,834	\$1,503,003
Mobile Equipment	\$ 416,744	\$ 2,500		\$ 486,913	\$ 2,500			
Electronic Data Processing	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		Exposure	\$ 70,169
Emergency Services Portable Equip	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		Difference	4.90%
Fine Arts	\$ 30,450	\$ 2,500		\$ 30,450	\$ 2,500			
Other Inland Marine	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		Premium	\$ 217
Rented Borrowed Leased Equipment	\$ 33,237	\$ 2,500		\$ 33,237	\$ 2,500		Difference	5.02%
Valuable Papers	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500			
Watercraft	\$ 6,482	\$ 2,500		\$ 6,482	\$ 2,500			
		Sub-Total	\$ 106,464		Sub-Total	\$ 114,348		
Crime:	2nd year Rate guarantee							
Preferred								
Employee Dishonesty	\$ 100,000	\$ 1,000	\$ 1,000	\$ 100,000	\$ 1,000	\$ 1,000		
Theft, Disappearance & Destruction In/Out	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000			
Funds Transfer	Included in Computer Fraud	\$ 1,000		Included in Computer Fraud	\$ 1,000			
Computer Fraud	\$ 25,000	\$ 1,000		\$ 25,000	\$ 1,000			
Forgery/Alterations	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000		Premium	\$ -
		Sub-Total	\$ 1,000		Sub-Total	\$ 1,000	Difference	0.00%
General Liability:	2nd year Rate guarantee						Payroll	
Preferred							\$4,603,340	\$5,484,800
General Liability	\$ 3,000,000	\$ -	\$ 75,708	\$ 3,000,000	\$ -	\$ 94,715	Exposure	\$ 881,460
Employee Benefits	\$ 3,000,000			\$ 3,000,000			Difference	19.15%
Deadly Weapon Protection	\$ 1,000,000		Included	\$ 1,000,000		Included	Premium	\$ 19,007
		Sub-Total	\$ 75,708		Sub-Total	\$ 94,715	Difference	25.11%

	2020/2021			2021/2022			Changes in Exposures	
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2020/2021	2021/2022
Automobile:	2nd year Rate guarantee						Vehicles	
Preferred							51	53
Auto Liability	\$ 3,000,000	\$ -	\$ 18,428	\$ 3,000,000	\$ -	\$ 20,186	TIV	
Uninsured Motorist	\$ 30,000			\$ 30,000			\$1,316,102	\$1,378,290
Comprehensive/Collision	symbol 2	\$ 2,500	\$ 10,554	symbol 2	\$ 2,500	\$ 11,578	Exposure	4%
Hired Physical Damage	\$ 35,000			\$ 35,000			Difference	4.73%
Medical Payments	\$ 5,000			\$ 5,000			Premium	\$ 2,782
		Sub-Total	\$ 28,982		Sub-Total	\$ 31,764	Difference	9.60%
Public Officials:	2nd year Rate guarantee						Payroll	
Preferred							\$4,603,340	\$5,484,800
Public Officials Liability	\$ 1,000,000	\$ 10,000	\$ 44,328	\$ 1,000,000	\$ 10,000	\$ 41,708	Exposure	\$ 881,460
Employment Practices Liability	\$ 1,000,000	\$ 10,000		\$ 1,000,000	\$ 10,000		Difference	19.15%
Cyber Liability	\$ 2,000,000	\$ 10,000		\$ 2,000,000	\$ 25,000	\$ 1,625		
		Fees			Fees		Premium	\$ (995)
		Sub-Total	\$ 44,328		Sub-Total	\$ 43,333	Difference	-2.24%
TOTAL PREMIUM								

LOCATION	PREMIUM	ORG
1 CITY HALL	\$ 9,856	0151321 GEN GOV
2 EOC BLDG	900	0152140 PUBLIC SAFETY
3 DALTON THREADGILL PARK	202	0157283 PARKS
4 DALTON THREADGILL PARK	98	0157283 PARKS
5 DALTON THREADGILL PARK	309	0157283 PARKS
6 DALTON THREADGILL PARK	59	0157283 PARKS
7 DALTON THREADGILL PARK	37	0157283 PARKS
8 DALTON THREADGILL PARK	231	0157283 PARKS
9 CEMETERY	43	0153950 CEMETERY
10 PUBLIC WORKS FACILITY	8,088	0154160 TRANS/PUBLIC WORKS
11 BUCK DESTIN PARK	1,002	0157283 PARKS
12 FISHING MUSEUM	2,915	0157283 PARKS
13 COMMUNITY CENTER	15,785	0157587 COMMUNITY CTR
14 DESTIN ELEMENTARY	765	0157283 PARKS
15 DESTIN ELEMENTARY	34	0157283 PARKS
16 DESTIN ELEMENTARY	142	0157283 PARKS
17 DESTIN ELEMENTARY	16	0157283 PARKS
18 DESTIN ELEMENTARY	807	0157283 PARKS
19 DESTIN ELEMENTARY	36	0157283 PARKS
20 DESTIN ELEMENTARY	18	0157283 PARKS
21 HARBOR PUMP HOUSE	1,151	0153951 PHYS ENVIR
22 CLEMENT TAYLOR PARK	647	0157283 PARKS
23 MAIN ST PARK	72	0157283 PARKS
24 JOE'S BAYOU	746	0157283 PARKS
25 KELL-AIRE PARK	21	0157283 PARKS
26 SHERIFF'S SUBSTATION	3,212	0152140 PUBLIC SAFETY
27 MATTIE KELLY PARK	340	0157283 PARKS
28 MORGANS	6,907	0157284 MORGANS
29 MORGANS	2,239	0157284 MORGANS
30 MORGANS	57	0157284 MORGANS
31 MORGANS	76	0157284 MORGANS
32 MORGANS	20	0157284 MORGANS
33 MORGANS	123	0157284 MORGANS
34 MORGANS	25	0157284 MORGANS
35 MORGANS	9	0157284 MORGANS
36 MORGANS	16	0157284 MORGANS
37 MORGANS	770	0157284 MORGANS
38 LIBRARY	18,790	0157180 LIBRARY
39 CITY HALL ANNEX	7,283	0151531/0152442/11152441
40 CITY HALL ANNEX	113	0151531/0152442/11152441
41 CITY HALL	113	0151321 GEN GOV
42 JOE'S BAYOU	288	0157283 PARKS
43 MORGANS	287	0157284 MORGANS
44 SHERIFF'S SUBSTATION	73	0152140 PUBLIC SAFETY
45 JUNE WHITE DECKER	477	0157291 TDC
46 CRYSTAL BEACH	1,177	0157291 TDC
47 DALTON THREADGILL PARK	369	0157283 PARKS
48 HARBOR BOARDWALK	2,185	0157291 TDC
49 HARBOR BOARDWALK	4,406	0157291 TDC
50 HARBOR BOARDWALK	3,113	0157291 TDC
51 HARBOR BOARDWALK	3,888	0157291 TDC
52 FOOD-4-THOUGHT	703	0156272 HEALTH & HUMAN
53 CEMETERY	204	0153950 CEMETERY
54 DOG PARK	148	0157283 PARKS
55 PUBLIC WORKS FACILITY	113	0154160 TRANS/PUBLIC WORKS
56 HERITAGE RUN PUMP STATION	136	0153951 PHYS ENVIR
57 STREET ROW: SANDALWOOD	498	0154160 TRANS/PUBLIC WORKS
58 LEONARD DESTIN PARK	7,667	0157233 LEONARD DESTIN

Property	Gen Liab	Inland Marir	Officials/Emp	crime	vehicles
	54,902.50	47,357.50	2,271.50	21,666.50	500.00
	27,451.25	23,678.75	1,135.75	10,833.25	250.00
	27,451.25	23,678.75	1,135.75	10,833.25	250.00
	109,805.00	94,715.00	4,543.00	43,333.00	1,000.00
grand total w/flood & workers Comp & soccer say soccer 0157284 MOR \$ 2,400.00					

Row Labels	Sum of PREMIUM	gen liab; inland marine	Sum Property /Gen Liab/ Inland Marine
0151321 GEN GOV	9,969	9%	\$ 8,932.00
0151531/0152442/11152441	7,396	see below	
0152140 PUBLIC SAFETY	4,185	4%	\$ 3,970.00
0153950 CEMETERY	247	0%	\$ -
0153951 PHYS ENVIR	1,287	1%	\$ 993.00
0154160 TRANS/PUBLIC WORKS	8,699	8%	\$ 7,941.00
0156272 HEALTH & HUMAN	703	1%	\$ 993.00
0157180 LIBRARY	18,790	17%	\$ 16,874.00
0157233 LEONARD DESTIN	7,667	7%	\$ 6,948.00
0157283 PARKS	9,302	8%	\$ 7,941.00
0157284 MORGANS	10,529	10%	\$ 9,926.00
0157291 TDC	15,246	14%	\$ 13,896.00
0157587 COMMUNITY CTR	15,785	14%	\$ 13,896.00
Grand Total	109,805		
0151531 COM DEV	\$ 2,465.33	2.3%	\$ 2,316.00
0152442 CODE COMPLIANCE	\$ 2,465.33	2.3%	\$ 2,316.00
11152441 BLDG FUND	\$ 2,465.33	2.3%	\$ 2,316.00
	109,805.00	100%	99,258.00
			\$ -
Wright Flood		FY2022	
Boat slips	0157283 PARKS	\$ 850.00	
Crystal Beach Flood	0157291 TDC	\$ 3,850.00	
JuneWhite Decker Flood	0157291 TDC	\$ 4,100.00	
		\$ 8,800.00	

ORG	Sum of # HUMANS	Allocation %	Officials & Crime
0151321 GEN GOV	29.17	24%	10,599
0152442 CODE COMPLIANCE	11.10	9%	4,034
0153951 PHYS ENVIR	2.00	2%	727
0154160 TRANSPORTATION (PUE	12.80	10%	4,651
0157180 LIBRARY	10.00	8%	3,634
0157233 LEONARD DESTIN	1.00	1%	363
0157283 PARKS	39.83	33%	14,475
0157291 TDC WATERFRONT	5.17	4%	1,877
11152441 BLDG FUND	10.93	9%	3,973
Grand Total	122.00	100%	44,333

ORG	# Vehicles by Dept	Allocation %	Vehicles
0151321 GEN GOV	1.00	3%	858
0152442 CODE COMPLIANCE	7.00	19%	6,009
0153951 PHYS ENVIR	-	0%	-
0154160 TRANSPORTATION (PUE	14.00	38%	12,019
0157180 LIBRARY	-	0%	-
0157233 LEONARD DESTIN	-	0%	-
0157283 PARKS	12.00	32%	10,302
0157291 TDC WATERFRONT	-	0%	-
11152441 BLDG FUND	3.00	8%	2,575
Grand Total	37.00	100%	31,764
	37.00	0%	-

WORKERS COMP INSURANCE ALLOCATION

ORG	Sum of #	Allocation %	FY2022
	HUMANS		
0151321 GEN GOV	29.17	24%	19,999
0152442 CODE COMPLIANCE	11.10	9%	7,611
0153951 PHYS ENVIR	2.00	2%	1,371
0154160 TRANSPORTATION (PUBLIC WORKS)	12.80	10%	8,777
0157180 LIBRARY	10.00	8%	6,857
0157233 LEONARD DESTIN	1.00	1%	686
0157283 PARKS	39.83	33%	27,314
0157291 TDC WATERFRONT	5.17	4%	3,543
11152441 BLDG FUND	10.93	9%	7,497
Grand Total	122.00	100%	83,655

DRAFT

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, September 7, 2021, at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Tom Weidenhamer
Richard Hickey
Sam Perman

Members Absent

Marcie Bell
John Green

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director

3. APPROVAL OF MINUTES: *July 13, 2021*

Committee member Perman moved to approve the July 13, 2021 minutes as written with Committee member Weidenhamer providing the second. A roll call vote of 4-0 was taken and the motion passed.

4. NEW BUSINESS:

5. CONTINUING BUSINESS:

A) Public Works & Emergency Management Update

Mr. Burgess reviewed the following with the members:

Operational Update

Recent & Upcoming Council Agenda Items

- August 2 – Repair of pavement/storm sewers, Airport Rd (x2), Legion Drive (x2)
- August 2 – Resurfacing of the Community Center / Sheriff Substation Parking Lots
- August 16 – Authorization for Payment, Harbor Pump Repairs to date
- September 7 & 20 – Authorization to renew continuing service contracts (10+)
- September 20 – ADA Transition Plan, Phase II (Baskerville-Donovan)

Project Update

- Harbor Pump Update – Still waiting on parts for Repair, Variable Speed Control – approved, auxiliary

pump put into place (~250,000 gals/hr)

- Main Street Striping – Completed
- Crosswalk Restriping – Underway
- LED Conversion Project – Underway, 150 lights to be converted thus far
 - Airport Rd + 1 new light
 - Crystal Beach area
 - Azalea & Mountain
 - Palms St & 98 Palms
 - 3 new lights on Gulf Shore Drive close to Norriego Point Park
- Emergency Work – Indian Bayou Dr (completed) and Calhoun Ave. (pending), Airport Rd & Legion Sinkholes (pending)
 - Airport Road Curve Update (HFST to be applied postponed due to Covid)

DRAFT

- Zerbe-Calhoun Pedestrian Improvements – 100% and closed out

Emergency Management Update

Operational Update

- Two 6” trash pumps ordered from Thompson Pump – November delivery
- Staff mobilized for Hurricane Fred, time and equipment use logged for reimbursement

B) Surtax Update by Staff

- As of end of July there is \$350k, however currently, there are not any identified projects.

C) Proposed List of Resurfacing & Restriping Projects - FY22

- FY22 Matthew Blvd, US 98 to Scenic 98
- FY22 Scenic 98, Matthew to Cobia, plus roadside parking and drainage fix at Matthew
- FY22 Zerbe St, Stahlman to Calhoun (may include some reconstruction/reconfiguration at the Stahlman end)
- FY22 Dolphin Street, pavers north of Luke Ave to Scenic 98
- FY23 Calhoun Ave, US98 to Cross St.
- FY23 Legion Dr, plus Main Street intersection (to correct dips and humps)
- FY24 Benning Dr (98 to TBD)
- FY24 Snapper Dr (Azalea to Maltezos)
- FY25 First and Third Aves (plus a connecting street to set up as 1 project and avoid paying 3 mobilization costs)
- FY25 Emm Lou Ln, Wild Oak, Cedar, Cypress
- FY25 Vintage Circle
- FY26 Sibert Ave, US 98 to Winton Ct
- FY26 Other projects – TBD

Committee member Perman questioned the status of the road striping. According to Mr. Burgess the following collector streets are scheduled to be striped after the quotes are obtained:

- Matthew Blvd
- Scenic 98
- Zerbe St.
- Dolphin St.

Committee member Weidenhamer spoke of the dips in Airport Road. Mr. Burgess explained staff is aware of them and they are pipes that are failing under the asphalt.

6. DISCUSSION:

A) **Chairman Jim Wood** – Update on the solar powered stop sign at Kelly and Main. He also reported a hole opening at the Coleman Outfall that may be the beginning of another wash out.

B) **Sean Hickey** - Announced that this would be his last meeting since he has sold his house and is moving out of Destin.

C) **Sam Perman**

- **Crosswalks at Beach Accesses**

Committee member Perman spoke of her concern of how people access the beach trails at all hours and how unsafe they are after sunset because people will attempt to cross Scenic Hwy 98 trying to beat oncoming cars. She feels that some sort of lighting should be installed at all of those beach trails and suggested the city install solar lighting.

DRAFT

- **Beach Safety - Flags, etc.**

Committee member Perman also spoke of her concern for the safety of the people that continue to get in the water when there are double red flags flying and the water is closed. She mentioned of a recent event where there were lifeguards visible, but they were not doing anything to keep people out of the water. She stated that she did contact the beach safety department with Destin Fire Control District and informed them of the incident, but nothing was done.

According to Mr. Burgess, there is an informal Beach Committee meeting coming up and he will let them know when it will take place. He also spoke of the County Ordinance that may be revisited especially since the two people drowned recently. And how now that the season is over, it may be a good time to work on the details.

D) Tom Weidenhamer – Agreed with Committee member Perman’s concerns and spoke of how he witnessed the exact same situation at the beach in SanDestin and how no one was obeying the double red flags that were flying.

7. DISCUSSION:

Having no further business at this time, the meeting adjourned at 6:55 p.m.

Adopted and approved this _____ day of _____ 2021.

James T. Wood, Jr., Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR COMMUNITY REDEVELOPMENT
AGENCY ADVISORY COMMITTEE MEETING
SEPTEMBER 8, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Vice Chairman Green called the meeting to order at 5:40 p.m. on Wednesday, September 8, 2021 in the Destin City Hall Board Room.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present

James Green
Jan Best
Ian Blaise
Mike Raim

Members Absent

Mike Buckingham
Sandy Trammell
Casey Jones

Staff Present

Kim Montgomery, Deputy City Clerk
Steven O'Connor, Principal Planner
Louis Zunguze CD Director
Krystal Strickland, Finance Director

3. MINUTES: May 12, 2021

Motion to approve the minutes of the May 12, 2021, as written was made by Committee member Raim with Committee member Best providing the seconded. The motion passed with a 4-0 vote for approval.

4. OLD BUSINESS:

A) FY2022 Budget and Long-Term Projections

The Finance Director Krystal Strickland provided the members with the long term projections that she has budgeted for the upcoming year. Adding that just because she set aside funds for certain things, and used the holiday lighting as an example, doesn't necessarily mean they have to use the entire funds, noting that if there are items they wanted to add or take away, to contact her. She also spoke of how they would have to make their decisions in the early summertime for holiday decorations so that there is time to purchase or rent whatever is decided.

B) Capital Project Status

➤ **Renewal & Replacement:** According to Ms. Strickland explained that staff will be going through the city to evaluate the conditions of the infrastructure and facilities citywide to create a more comprehensive renewal and replacement program.

➤ **Growth Necessitated and Comprehensive Plan Type Projects** are types of projects that the Impact Fees can be used for that are growth necessitated. Such as a new neighborhood being created in the city, the funds can be used for additional roads, additional spaces for parks as well as being spent for items in the Comprehensive Plan.

➤ **Citizen and Council Directed Projects:** These types of projects are a result of the Visioning Sessions that Council and the citizens of the city attend to provide ideas for future initiatives. These workshops were where the vision to obtain more public beaches came about with a partnership with the County. Also, the Crosstown Connector is another long time project that is funded through this initiative. As well as the undergrounding of electricity lines on Highway 98. Where the initial 3-mile phase will

mostly encompass the Harbor District.

➤ Other Capital Projects: Explained that in the document, things that marked CR are for the CRA's since they are monitored by the State. CRH stands for the Harbor CRA and CRT is for the Town Center CRA. She briefly explained the Wayfinding Master Plan funding that in the upcoming few years, both CRA's will help fund that initiative.

C) Operations Financial Report

According to Ms. Strickland the report is based on paid items from the prior month, with 45-days needed to close out a prior month. The General Fund and the two CRA's showing the 2020 Actuals, the 2021 Budget, the 2021 YTD Actuals, and the 2021 Projected Ending Balances for the Harbor CRA and as of June 30, the account had just over \$400k.

➤ Fund Balance for the State of the City is \$34.7M, with \$14M being unassigned adding that the unassigned needs to be much higher, which helps working with Cost Reimbursement Grants. Additionally, Council adopted Resolutions to ensure that the City has at least a minimum of 6-months of Operating Funds and one year of Debt Service in the Committed Reserves.

D) Development Projects and City Projects Update

According to Mr. O'Connor provided the members with the update as on this past May adding that there is not a whole lot of movement on the city projects that are listed, with a couple of drainage projects being completed Calhoun Ave. and Cross Street and a couple of FEMA projects at Joe's Bayou and Leonard Destin Park With just the start for the Cross Town Connector engaging the property owners to start the property acquisitions.

He then provided the members with a list of the most recent projects that are under review. Committee member Best asked if the McGuire's parking project was included in the historic overlay and Mr. Zunguze assured her that it is not, since that is a privately owned property.

Committee member Blaise asked if Heron Harbor's intent was to convert the private slips to transient slips to support the restaurant. According to Mr. O'Connor, he believes so.

E) Wayfinding Master Plan

Mr. O'Connor explained staff has been working on this plan and the proposed Harbor Planning Area that will be applied to the Comprehensive Plan. He provided the members with a brief overview of the plan with the following being covered:

- Goal/Objectives of the Wayfinding Program
- Wayfinding Map & Concept Signage
- Planning Areas
- Discussion

This all creates a sense of place and identity the districts for both residents and tourists and enhance the brand of Destin, which is the World's Luckiest Fishing Village. As well as help with the traffic by identifying where people are wanting to go.

Components of the Systems is to:

- Define a Sense of Place
- Highlight Destinations
- Enhance the City's Economic Brand
- Traffic Controls and Parking Identification
- Consistency and Sense of Organization

Components of a Wayfinding Program:

- Gateway and Area Identification
- Vehicular Wayfinding
- Street Identity
- Pedestrian Wayfinding
- Information Kiosks

Proposed Planning Areas of the City



Concept Signage Examples:

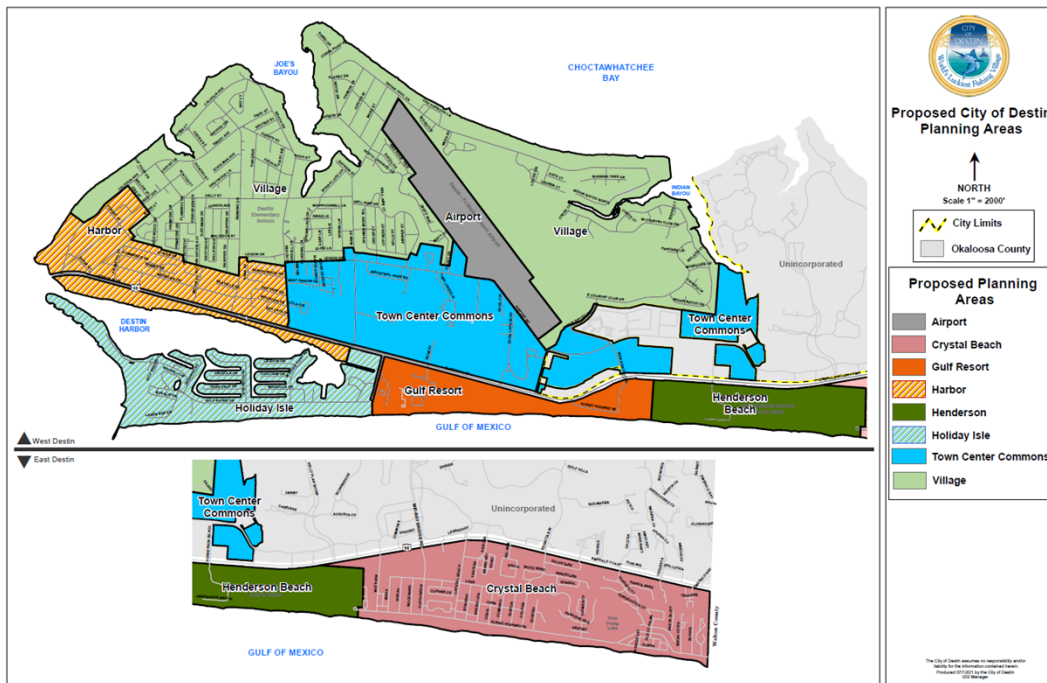


FDOT Programs Available for Hwy 98

- Community Wayfinding Signs
- Community Aesthetic Features
- Gateway Signage

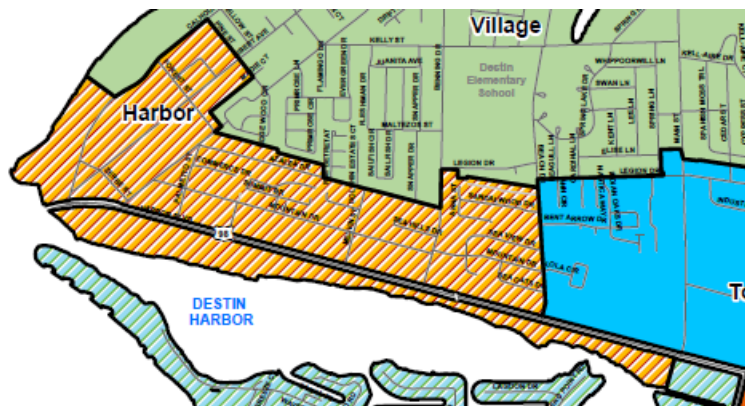
Current FLUM vs. Planning Areas

- Current FLUM not conducive to compatibility or appropriate growth patterns
- Acts like a zoning map rather than a vision
- Stifles growth, and creates a sense of “negotiated” development
- Planning Areas
- Captures the unique characteristics of an area
- Helps focus planning efforts and drive policy
- Ensures change is compatible or acceptable



Draft Planning Area Intent Statements:

The Harbor



The Harbor Planning Area (the "Harbor") intends to support a festive marketplace that fits the City's moniker as the "World's luckiest fishing village." The appropriate commercial, mixed-uses, and long-term residential uses should support the Destin fishing and recreation industries to draw visitors and residents alike. Public pedestrian shoreline and harbor boardwalk access should be planned, encouraged, and developed to foster a free-flowing festive feel of the area that benefits all users of the North and South Harbor. Efforts to implement and grow a connected and safe multi-modal transportation network within and to the Harbor Planning area should continue through innovative transportation options and creative urban design.

Mr. Zunguze informed the members that the formal adoption process will start on September 23rd when it goes before the LPA for their review and recommendation to City Council.

There was a discussion about what the signs should look like and the need for them to be large enough to be seen from the roadway as drivers are passing by and the font bold enough to be read.

Committee member Best asked if there are plans for an app to be downloaded for the visitors. According to Mr. Zunguze, there will be opportunities once the plan is adopted and put in place for improvements to the system in the future and all concepts will be considered at that time.

Committee member Best thanked the staff for the presentation

Committee member Best made the motion to recommend to CRA Board to explore the idea now to develop an app that would accompany the Wayfinding Plan for the city starting in the Harbor District. With Committee member Raim providing the second. The motion passed 4-0.

Committee member Best made the motion to recommend staff provide wayfinding recommendations for the Harbor District to the Harbor CRA-Advisory Committee. With Committee member Blaise providing the second. The motion passed 4-0.

5. NEW BUSINESS:

6. COMMITTEE MEMBER COMMENTS:

➤ **Committee member Raim:**

Committee member Raim spoke of the high rate of speed that people are traveling on Calhoun Avenue and how there are too many conflicting traffic conversions at the exit of McGuires at Calhoun. As well as Sibert, Zerbe areas that needs to be remedied. As well as all the other transportation equipment that people are using that can cause accidents that need to be addressed.

➤ **Committee member Best:**

Committee member Best proposed to look at not meeting during the summer months, except for when there is really something important that needs to be addressed, discussed, and voted. And suggested the months May through September.

Vice Chairman Green suggested not that long and possibly the months of June, July, and August.

The Finance Director suggested to the members to please be sure and some attend the Visioning Sessions as well as a representative attend the initial budget workshops to ensure that anything they may need to get in the budget is acknowledged.

Motion to suspend meeting during the months of June, July, and August unless staff has some very important issues that need to be discussed and recommendations to City Council. With Vice Chairman Green providing the second. The motions passed with a 4-0 vote.

➤ **Vice Chairman Green:**

Spoke of how much he dislikes the speed bump that was installed on Calhoun Avenue and how he feels it should be removed and replaced with a speed table.

Motion to recommend to City Council that the current speed bump be modified to a speed table that is appropriate to the speed limits of Calhoun Avenue and another one be added north of Clement Taylor Park entrance. With Committee member Best providing the second. The motion passed 4-0.

➤ **Committee member Blaise:**

Thanked staff for their presentation and spoke of how informing it was.

➤ **Public Comment:**

None

➤ **Next meeting: October 13, 2021**

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 7:06 PM.

Adopted and approved this ____ day of _____ 2021.

Mike Buckingham, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 4, 2021
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 7.E.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Beach Flag Ordinance

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 13-08

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA ESTABLISHING THE PURPOSE AND PROCEDURES FOR THE CITY MANAGER'S ANNUAL EVALUATION; PROVIDING FOR AUTHORITY; PROVIDING FOR THE REPEAL OF RESOLUTION 04-18 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.01 of the Destin City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the City Council; and

WHEREAS, Article IV, Section 4.05 of the Destin City Charter establishes the duties and responsibilities of the City Manager; and

WHEREAS, The City Manager's Employment Agreement states in Section 5.B that *"The City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form, as the Council deems appropriate and shall be made each year in accordance with procedures established by City Council for the duration of this agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this contract."* and;

WHEREAS, a formal system has been adopted to evaluate the performance of the City Manager and is intended to provide a direct relationship between the performance of the City Manager and additional incentive for the City Manager by relating performance to salary and/or benefits received by the City Manager; and

WHEREAS, the formal system adopted under Resolution 04-18, is repealed and replaced with this updated resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Destin, Florida that:

SECTION 1. AUTHORITY. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

SECTION 2. PURPOSE. The purpose of this Resolution is to repeal Resolution 04-18, and set forth a procedure for the annual evaluation of the City Manager.

SECTION 3. PROCEDURES : The evaluation process is set forth as described in **Exhibit A**, with an Evaluation Form and Goal Table at **Exhibit B** and a mid-cycle Performance Feedback form at **Exhibit C**.

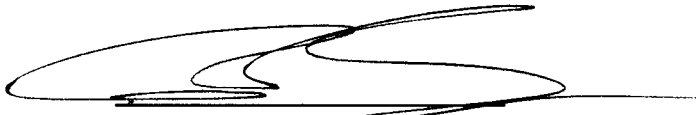
SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon adoption by the City Council and signature of the Mayor.

ADOPTED THIS 5th DAY of August 2013

By:


Sam Seavers, Mayor

ATTEST:


Rey Bailey, City Clerk

City Manager (CM) Evaluation Process

Flow Chart

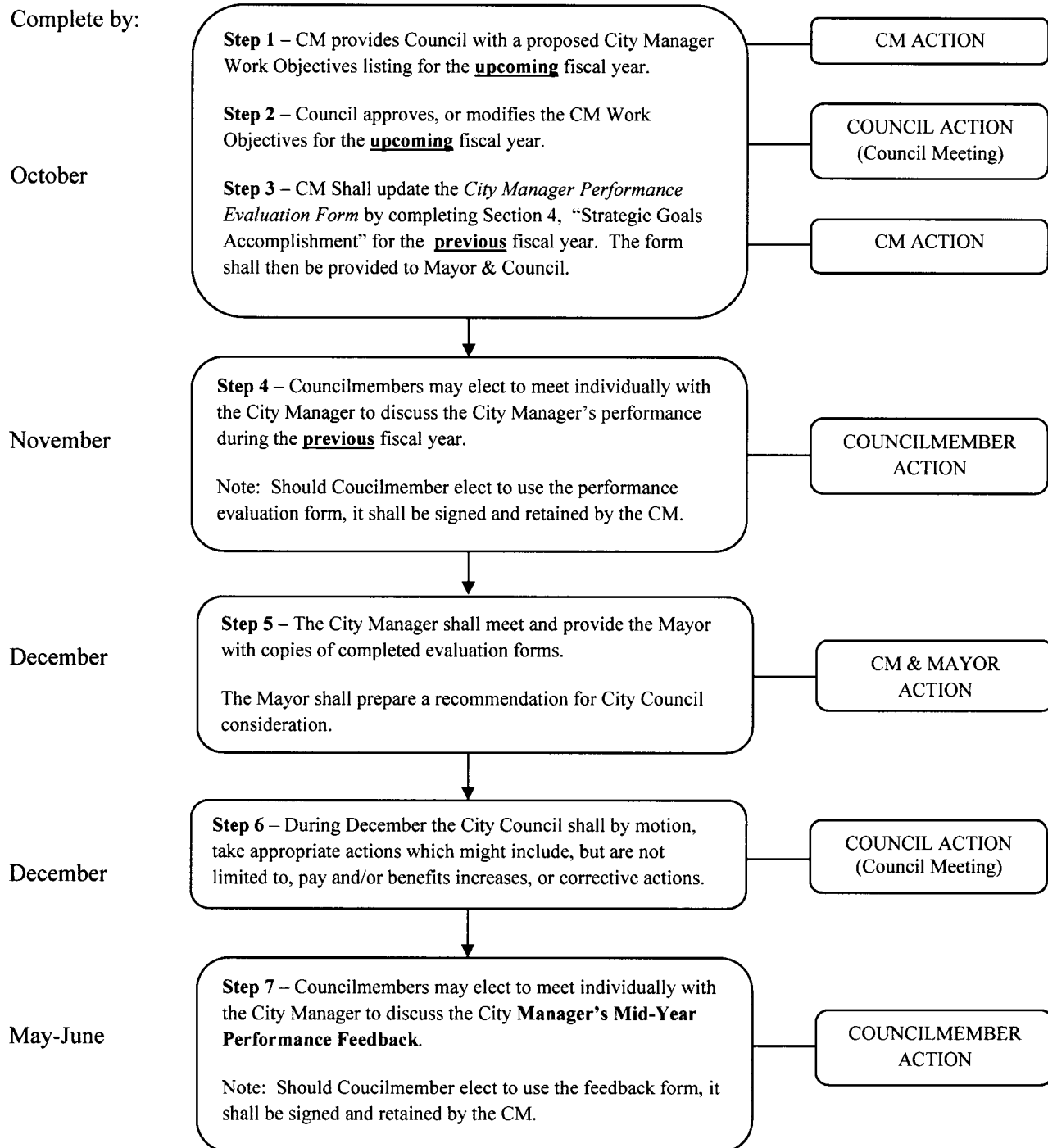


Exhibit A
Resolution 13-08



City of Destin City Manager Performance Evaluation Form

City Manager: _____

Evaluation Period: _____

Place a mark in the box that applies.						
(1) Professional Skills	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Not Observed
a. Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.						
b. Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.						
c. Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.						
d. Planning and Organization: Works with Council developing long and short term goals and objectives; makes effort to carryout the goals and policies and programs of the Council; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.						
e. Budgeting: Provides operating and capital improvement plans and other short and long range plans that anticipate the needs of the community; presents a timely annual budget which is well documented, organized and one which closely represents the goals of the Council.						
f. Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; uses debt appropriately; plans for long-term maintenance and replacement of infrastructure.						
g. Asset Management: Oversees the appearance and condition of City-owned facilities, equipment, vehicles; reviews equipment and property for the purpose of future development and/or replacement.						
h. Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.						
i. Directing: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.						
j. Creativity: Identifies effective, efficient, and innovative solutions to problems.						

Place a mark in the box that applies.						
(2) Professional Skills (cont')		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding Not Observed
k. Operational Efficiency: Obtains the best possible result for the resources expended.						
l. Honesty/Integrity: Is consistently open, honest, straightforward and impartial.						
m. Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.						
n. Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.						
o. Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.						
p. Ethical Standards: Conforms to high standards of the profession.						

Comments:

Place a mark in the box that applies.						
(2) Communication Skills	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Not Observed
a. Council: Openly communicates with Council, promptly and properly responds to requests, keeps Council informed of current issues, remains accessible; provides support in carrying out Council decisions.						
b. Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.						
c. Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.						
d. Residents/General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Council action and policies.						
e. Relationship with Council: Develops and maintains an effective and professional dialogue with City Council on a formal and informal basis.						
f. Interpersonal Communications: Demonstrates ability to cooperate, work and communicate with Council, other Charter Officers, subordinates and outside contacts.						
g. Community Relations: Demonstrates a satisfactory working relationship with other governmental agencies such as Okaloosa County, other area municipalities, the legislative delegation and other community service providers such as Destin Water Users and the Destin Fire Control District.						
h. Responsiveness: Responds in a timely manner to the requests of Council and residents.						
i. Follows Direction: Understands and follows Council's Direction.						

Comments:

Place a mark in the box that						
(3) Administrative Leadership Skills	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Not Observed
a. Collaboration: Takes the initiative to provide information, advice, and recommendations to the Council on matters that are non-routine and not administrative in nature.						
b. Documentation: Reports produced by the City Manager are accurate, comprehensive, concise and written to their intended audience.						
c. Transparency: Produces and handles reports in a way to convey the message that City operations are open to public scrutiny.						
d. Counseling: Applies an appropriate level of supervision to improve any areas of substandard performance.						
e. Development: Promotes training and development opportunities for employees at all levels of the organization.						
f. Empowerment: Encourages department directors to make decisions within their areas of responsibility with minimal City Manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff.						
g. Interpersonal Relationships: Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the City Manager's office.						
h. Performance: Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback.						
i. Teamwork: Encourages teamwork, innovation, and effective problem-solving among the staff members.						
j. Supervisory: Directs and supervises the administration of all departments, offices and agencies of the City, except as otherwise directed by the charter.						
k. Delegation: Delegates responsibility & work effectively. Holds staff accountable for results.						
l. Goal Setting: Sets realistic and challenging goals for self and staff.						
m. Motivation/Support: Encourages and supports career development of staff. Motivates staff to attain individual potential.						
n. Role model: Sets example for others to follow. Serves as positive role model.						
o. Vision: Displays foresight, imagination, and vision and demonstrate reasonable risk-taking where rewards may be great.						
p. Strategic Thinking: Displays strategic thinking.						
q. Time Management: Adheres to priorities and deadlines; completes work within scheduled time frames. Ensures adequate time is allocated to job responsibilities, elected officials, and staff.						

Comments:

Fiscal Year: 2013		Place a mark in the box that applies					
(4) Strategic Goals Accomplishment		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
1. Enhanced Quality of Life							
1.B. Plan and Implement the Harbor Master Plan. QUALITY DEVELOPMENT & REVITALIZATION							
1.B.2. Construct Capt. Royal Melvin Heritage Park and Plaza -interim improvements.							
Status:							
1.B.3. Examine pedestrian crossing and parking needs for construction in Harbor District.							
Status:							
1.B.5. Develop direction and city role for Festive Market Place.							
Status:							
1.B.6.a. Construct Marler Parking Lot.							
Status:							
1.B.6.b. Plan and Install pedestrian crossing at Marler St. and Harbor Blvd.							
Status:							
Rater Comments:							
1.C. Improve Mobility and Connectivity IMPROVED MOBILITY & CONNECTIVITY							
1.C.1. Capital projects in 2013 - transit stops, Bike Parking Plan, Hutchinson St. bike lane, sidewalks.							
Status:							

Rater Comments:

Exhibit B-5

Fiscal Year: 2013		Place a mark in the box that a					
(4) Strategic Goals Accomplishment (cont')		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
1.D. Plan and implement transportation corridor development to ease access for City residents IMPROVED MOBILITY.							
1.D1. Determine alignment and preliminary cost estimates for Beach to Benning connection (to include Harbor Blvd./Stahlman intersection).							
Status:							
Rater Comments:							

1.E. Improve and expand the City's library, parks and recreational services. EXPANDED COMMUNITY AMENITIES.							
1.E.1 Increase young adults' usage of library services.							
Status:							
1.E.1.a. Expand meeting space in library.							
Status:							
1.E.2. Increase youth and senior participation in recreational services.							
Status:							
1.E.3. Develop Management Plan for Norriego Point Recreation Area.							
Status:							
1.E.4. Develop Sports Tourism Expansion Plan.							
Status:							

Rater Comments:

Fiscal Year: 2013		Place a mark in the box that applies					
(4) Strategic Goals Accomplishment (cont')		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
1.F. Enhance opportunities for economic diversity within the City. QUALITY DEVELOPMENT & REVITALIZATION							
1.F.1. Develop Economic Development Element of Comprehensive Plan. (to encourage development opportunities to increase tax base).							
Status:							
1.F.2. Develop Plan to alleviate deficit funding in Town Center CRA.							
Status:							
1.F.3. Determine direction of Tier III Development Projects and all Comp. Plan Elements' revision.							
Status:							
1.F.4. Evaluate Tax Abatement Program.							
Status:							
Rater Comments:							

2. Preservation of Heritage and Environment. WORLD CLASS BEACH AND FISHING							
2.A. Identify & seek approval to obtain property or develop easements that provide boating/water access for the public.							
2.A.2. Identify sites for acquisition and other projects for funding and seek/secure grants.							
Status:							
2.A.4. Re-evaluate regulatory/Comp Plan/LDC to maximize potential for public access to waterways thru development & redevelopment.							

Status:
Rater Comments:

Exhibit B-7

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
2.B. Implement a stormwater management plan that maintains water quality in support of our fishing and tourism industries.						
2.B.1.a. Destin Harbor Water Quality Improvements - Fisherman's Wharf Outfall.						
Status:						
2.B.2. Prepare Needs Assessment of Citywide Stormwater Drainage and Water Quality Issues.						
Status:						
2.B.3. Evaluate and adopt Flood Plain Management Ordinance.						
Status:						
Rater Comments:						

2.C. Work toward restoration of all Destin Beaches						
2.C.1. Promote adoption of East Pass Inlet Management Plan.						
Status:						
2.C.2. Construction of beach restoration project from R-17 to R-23.8, Destin's western beaches.						

Status:
Rater Comments:

Exhibit B-8

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
2.D. Restore Norriego Point.						
2.D.2. Permanent armoring of Norriego Point.	☐	☐	☐	☐	☐	☐
Status:						
Rater Comments:						

2.E. Establish Management of Destin Harbor.						
2.E.1. Prepare comprehensive report of issues and agency role analysis and recommendations for a City Harbormaster.	☐	☐	☐	☐	☐	☐
Status:						
2.E.2. Seek 5-Year Permit from USACE for harbor dredging.	☐	☐	☐	☐	☐	☐
Status:						
Rater Comments:						

3. Service Excellence. FINANCIALLY SOUND CITY PROVIDING SERVICE VALUE
3.A. Create and maintain strategies for revenue growth, expenditure monitoring, and long term financing options.

3.A.6. Develop long-range financial plan.						
Status:						
3.A.7. Develop and implement an investment plan for unreserved funds.						
Status:						

Exhibit B-9

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
3.A.8. Analyze Recreation Fees cost recovery for fee schedule development.						
Status:						
Rater Comments:						

3.B. Develop programs to enhance organizational development and excellence.						
3.B.2. Update and externally administer the customer & employee climate satisfaction surveys.						
Status:						
3.B.3. Plan and implement external business and visitor surveys.						
Status:						
3.B.4. Revise development process to streamline requirements and time frame for small scale development while assuring quality development.						
Status:						

3.B.5. Implement quality improvement initiatives of the Workforce, Knowledge Mgt., Customer Service, Leadership, Sr. Leadership, Home teams. Scorecard System.						
Status:						
3.B.7. Attract, develop and retain qualified employees to serve the needs of the organization and community.						
Status:						

Exhibit B-10

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
3.B.9.a. Implement Clean City Initiatives.						
Status:						
3.B.10. Structure a sustainable training program and options for employee and organizational development.						
Status:						
3.B.11. Optimize knowledge management capabilities of intranet and software.						
Status:						
3.B.12. Engage, train, and recognize citizen volunteers.						
Status:						

Rater Comments:

3.C. Analyze, measure, and improve key processes to enhance organizational excellence.						
3.C.3. Establish improved enforcement processes based on sound regulations to ensure quality of life enhancement. Civil Citation authority.						
Status:						
3.C.4. Implement a comprehensive communications plan to address citywide public education and marketing needs.						
Status:						
Rater Comments:						

Exhibit B-11

Weaknesses, Strengths, and Performance Objectives

Weaknesses: What areas of the City Manager's performance do you feel most needs improvement? Do you have any suggestions for improvements in these areas?

Strengths: What do you feel are some of the City Manager's strongest attributes and finest accomplishments in the last twelve (12) months?

Opportunities & Recommendations for Improvement: List those you would like to offer.

Signed _____ Date _____
(City Council Member)

Acknowledged (Without) (With) Comments

Signed _____
(City Manager)

Date _____

City Manager Comments:

Exhibit B-12



CITY OF DESTIN

CITY MANAGER INTERIM PERFORMANCE FEEDBACK

CITY MANAGER:

MID YEAR DATE:

PURPOSE: Interim Performance Feedback (conducted near the mid-point of evaluation cycle)

The City Manager is **on-track** in meeting performance objectives.

(Councilmember's Initials)

Or,

The City Manager is **not on-track** in meeting performance objectives.

(Councilmember's Initials)

(Specific criteria for each category below can be found on the CM performance evaluation form)

UNSATISFACTORY 1	NEEDS IMPROVEMENT 2	MEETS EXPECTATIONS 3	EXCEEDS EXPECTATIONS 4	CLEARLY OUTSTANDING 5	NOT OBSERVED N/O
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(1) PROFESSIONAL SKILLS:

1 2 3 4 5 N/O

Comments:

(2) COMMUNICATION SKILLS:

1 2 3 4 5 N/O

Comments:

1	2	3	4	5	N/O
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[illegible]

Date _____

Date _____

[illegible]