

**REGULAR MEETING
DESTIN CITY COUNCIL
MAY 2, 2022
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Teamwork*****

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

- A. Proclamation - Drinking Water Week
- B. Proclamation - National Public Works Week
- C. Utility Undergrounding Update - Utility Consultants of Florida

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

- A. Authorization to purchase a Brush Chipper (12"), Florida Sheriff's Association Contract pricing
- B. Boardwalk Repair and Replacement Services, authorization to award and execute contract
- C. Harbor Pump Update - May 2022
- D. Destin Little League Parade Approval
- E. Repair of Storm Sewer Pipe under Airport Road
- F. Approval of minutes of April 18, 2022 Regular City Council Meeting
- G. Quarterly Committee Attendance Report

4. CITY MANAGER REPORTS

- A. Solid Waste Franchise Negotiations with Waste Management, Inc.
- B. Okaloosa Half Penny Infrastructure Surtax
- C. Shore at Crystal Beach Expansion - Project and Plans Update, Invoice Approval
- D. Announcements:

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 22-07-LC, which provides for amendments to Article 7 of the Land Development Code to provide minimum requirements for non-residential components in the Town Center Mixed-Use zoning district.
- B. First reading of Ordinance 22-06-LC, which changes the list of permitted uses in the Industrial zoning district to allow for one custodian or nightwatchman dwelling per industrial site and establishes maximum square footage for the dwelling unit.
- C. First reading of Ordinance 22-08-CN, which provides for extension of Ordinance 21-23-CN (Temporary Moratorium on Livery Vessel Permits), extending the temporary moratorium until December 31, 2022, and directing staff to develop recommendations for regulation of livery vessels

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

- A. Councilmember Braden
- B. Councilmember Wagner
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
 - 1. TDC Update and Presentation
- F. Councilmember King
- G. Councilmember Schmidt
 - 1. Towing Resolution
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

7. PUBLIC COMMENTS (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

8. ADJOURN

* Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

*** 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.

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 necesitan 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.

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

Proclamation

Drinking Water Week *May 1-7, 2022*

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it; and

WHEREAS, Destin Water Users is the water service provider for our area;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Destin, I do hereby proclaim May 1-7, 2022, as ***Drinking Water Week***.

SO, DONE THIS 2ND DAY OF MAY 2022
BY:

Gary Jarvis, Mayor



City of Destin

Proclamation

NATIONAL PUBLIC WORKS WEEK

“Ready and Resilient”

WHEREAS, Public Works Professionals focus on services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Destin; and,

WHEREAS, these services could not be provided without the dedicated efforts of our Public Works Professionals, who are responsible for rebuilding, improving, maintaining, and protecting our city’s transportation networks, stormwater infrastructure, public buildings, and natural resources essential for and to our citizens, and,

WHEREAS, it is in the public interest for our citizens, civic leaders, and children in the City of Destin to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Gary Jarvis, Mayor of Destin, Florida, on behalf of the City Council, do hereby designate the week of May 15 – 21, 2022 as *National Public Works Week* in the City of Destin and urge all citizens to join with representatives of the American Public Works Association and other government agencies in paying tribute to our Public Works Professionals recognizing the substantial contributions they make to protecting our health, safety, and quality of life here in the City of Destin.

SO, DONE THIS 2ND DAY OF MAY 2021
BY:

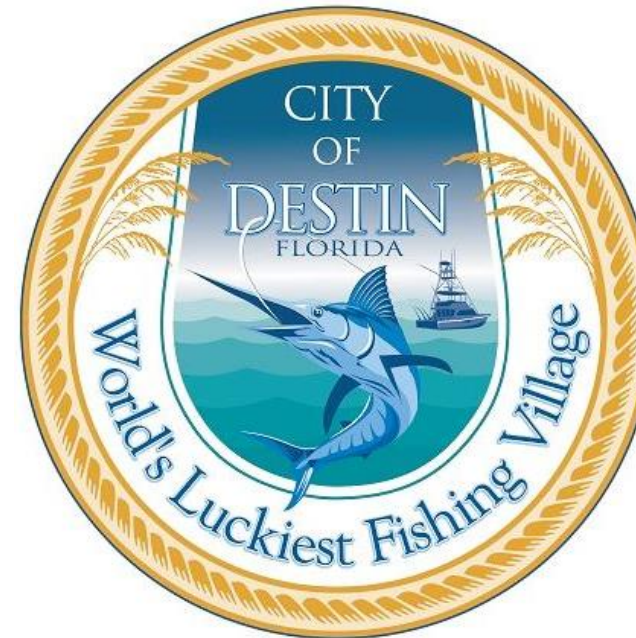
Gary Jarvis, Mayor

Undergrounding Update

City of Destin Utility Underground Conversion Phase 1 Project

PRESENTED BY:

Mark Porter, Principal, Utility Consultants of Florida



FPL DESIGN

- Design Deposit
- Survey Date Collection
- Preliminary Layout
- Easements





FLORIDA PROJECTS



Town of Longboat Key



Bradenton Beach



PROCUREMENT

PROCESS

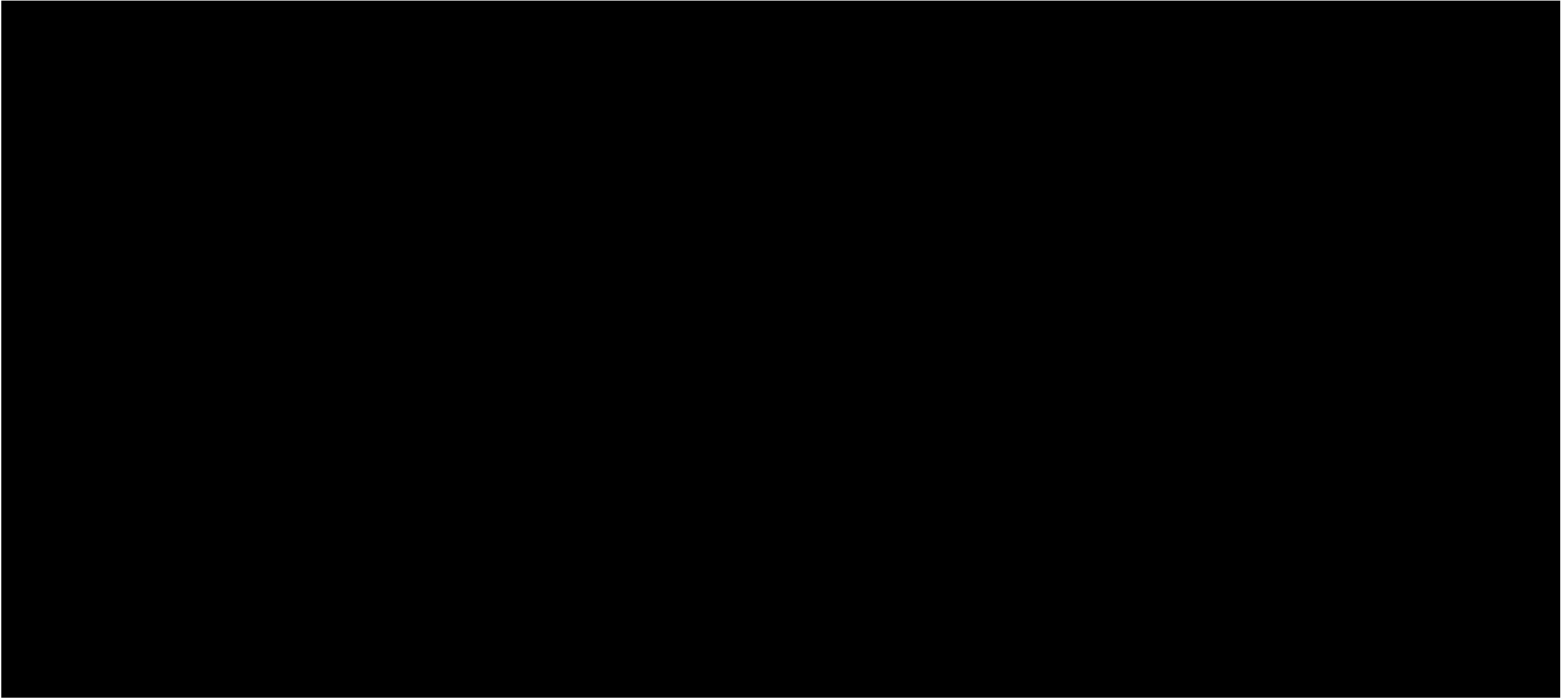
- Secure Appropriate Funding Sources
- FPL Binding Cost Estimate, this includes cost for the respective communication carriers
- Applicable Credits
- Qualified Contractors/RFQ

An aerial photograph of Bradenton Beach, Florida, at dusk. The image shows a coastal town with colorful buildings, palm trees, and a marina in the background. A large, semi-transparent white circle is overlaid on the left side of the image, containing text. The sky is a mix of blue and orange, and the water reflects the lights from the town and the sky.

RECENTLY COMPLETED
CRA PROJECT

City of Bradenton Beach

Conversion of all existing
overhead utilities along the
major CRA corridor



QUESTIONS

MARK PORTER

Principal, Utility Consultants of Florida

Portermw.ucof@gmail.com

321.287.8911

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.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: 04/20/2022

SUBJECT: Authorization to purchase a Brush Chipper (12"), Florida Sheriff's Association
Contract pricing

I. BACKGROUND: The Public Work's Department currently has a brush chipper that is 22 years old. This unit that has performed well over this tenure has recently experienced several issues requiring staff to have it assessed and repaired three times in the last couple of months.

II. DISCUSSION: This brush chipper will replace our current 22-year old brush chipper that has experienced recent mechanical issues. The Public Works Department uses this equipment on a regular basis performing tree trimming activities and will use it as part of our emergency response to and recovery from strong thunderstorms and/or tropical storm/hurricane events as this item will support the removal of fallen trees and large limbs that could block roadways. The quote (per the Florida Sheriff's Association contract) is attached as ATT1. A photo of this equipment is attached as ATT2.

A. Link to Strategic Goals / Objectives: from Strategic Goals 2026:

- > Enhanced quality of Life and Safety for Families
- > Effective, efficient, and aesthetically pleasing infrastructure
- also, *Emergency Management Response and Recovery*

B. Effect on Budget (EOB): The brushchipper may be purchased using motorized equipment budget adopted in the Renewal and Replacement fund that was funded by the General Fund for FY 2022:

Budget Impact		TOTAL
30058585-564000-RRVEH		
GenFund RR-Equipment-Replacement Vehicles	\$	463,427
FY22 Adopted Budget		463,427
Budget Amendments/Txfrs (Rollforwards)		59,617
Revised Budget		523,044
Previous Expenses/Encumbrances		(418,460)
Available Program Budget		104,584
This Agreement +(-)	\$	(51,127)
FY22 Remaining Program Budget	\$	53,457

C. Level of Service (LOS): Increased reliability for a vital piece of equipment in the City's Emergency Response and Recovery activities post-storm and will support the City's Beautification efforts all year long (tree trimming).

III. CONCLUSION: Approval of this item will allow the City to replace a 22-year-old brush chipper, a piece of equipment critical to the success of the Public Works Department's post-storm cleanup efforts.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase a 12" Brush Chipper from Vermeer Southeast for the amount of \$51,127.00.

Attachments:

1. ATT1: FSA_City of Destin_220407_BC1000XL_D
2. ATT2: vermeer-bc1000xl-tier-4-final-wood-chipper



Vermeer Southeast Sales & Service, Inc.
6691 Mobile Highway
Pensacola, FL 32526

QUOTE

Date: 04/07/22

Sales Rep: Tyler Harrison

Customer Information:

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

Delivered to:

Contact Name: Dennis Dykes
Phone Number: 850-685-6101

Picked up at this Vermeer Store Location:

Payment method: P.O.

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer BC1000XL Brush Chipper - Trailer Mounted 74 HP Deutz Tier 4 Final Diesel Engine 12" capacity Drum Style 5,200 Lbs Axle, 16" Tires Clutchless PTO Eco-Idle Standard Patented Bottom Feed Stop Bar - Standard Pricing per FL Sheriff's Contract FSA20-EQU18.0 Item #19 Title: BRUSH CHIPPER - TRAILER MOUNTED Model: BC1500XL		
1	Bid Price Per FSA contract	\$ 76,630.00	\$ 76,630.00
1	Delete: BC1000XL-74D, Brush Chipper 12" Capacity, 74HP Deutz Diesel	\$ (29,316.00)	\$ (29,316.00)
1	Confidence Plus 3 Yr w/ Maintenance intervals (250/500/750/1000) PPI Increase Sept 01, 2021.	\$ 3,813.00	\$ 3,813.00
SubTotal			\$ 51,127.00
Tax			
Total			\$ 51,127.00
Less Down Payment			
Balance Due			\$ 51,127.00

*** Price Valid For Current Contract ***

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Lisa Firth, Parks & Rec Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 4/21/22

SUBJECT: Boardwalk Repair and Replacement Services, authorization to award and execute contract

I. BACKGROUND: The City Parks and Recreation Department and the Public Works Department are not equipped nor do they have adequate personnel or the equipment to perform the repair, replacement, and maintenance of the various boardwalks located in the city. For these more demanding projects, it is necessary to outsource the work to a vendor who has the necessary equipment and manpower. An RFB for Boardwalk Repair and Replacement Continuing Services Contract (RFB 22-03-PW) was advertised in March 2022.

II. DISCUSSION: The City received two bids, Anderson-Gore Home, Inc. and RJ Gorman Contracting.

The Bid Committee met on April 21, 2022 to review these bids. Committee members discussed the two bids, and after some consideration, the voting members identified which bid they wished to recommend.

Both bid proposals have been provided as well as RFB 22-03-PW.

The Bid Committee passed a motion that Anderson Gore Homes, Inc. be recommended to Council.

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

Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): This item does not have an immediate effect on budget. Each work order over \$15,000 will be brought before council for review and approval. Purchase Orders will encumber budget for each task order as funding is available and within adopted budget.

C. Level of Service (LOS): This continuing services contract will allow the City to respond quickly to needed boardwalk repairs. This will also ensure that boardwalk replacement is uniform and the cost is reasonable.

III. CONCLUSION: This action allows for the City Manager to execute a contract with Anderson Gore Homes, Inc. for Boardwalk Repair Continuing Services Contract.

IV. RECOMMENDED MOTION: I move that the contract for Boardwalk Repair and Replacement Continuing Services Contract be awarded for three years from May 2, 2022 to April 30, 2025, with two additional optional one-year renewals to Anderson Gore Homes, Inc., and authorize the City Manager to execute said contract on behalf of the City.

Attachments:

1. RFB 22-03-PW Boardwalk Repair and Replacement executed
2. Anderson Gore
3. RJ Gorman Contracting
4. Boardwalk Repair and Replacement Contract - final

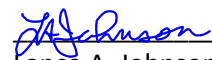
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 22-03-PW

**BOARDWALK REPAIR AND REPLACEMENT
CONTINUING SERVICES CONTRACT**



City of Destin, Florida
March 21, 2022



Lance A. Johnson
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: _____

NOTICE TO BIDDERS

The City of Destin is soliciting Requests for Bids for Boardwalk Repair and Replacement Continuing Services Contract.

The Request for Bids may be obtained from the City Clerk's Office at Destin City Hall, 4200 Indian Bayou Trail between the hours of 8 a.m. and 5 p.m., Monday through Friday by phone by calling (850) 837-4242 or by email: ClerksDepartment@cityofdestin.com.

RFB's submissions must be received by the City of Destin in a sealed envelope that is clearly marked, "RFB #22-03-PW, Boardwalk Repair and Replacement Continuing Services Contract no later than 2:00 p.m. C.S.T. **April 14, 2022** at which time they will be opened and read aloud. EOE

The City reserves the right to reject any and all RFB submissions, in whole or in part, to waive minor defects in the process and to accept the proposal deemed by the City to be in the City's best interest.

MAILING AND HAND-DELIVERY ADDRESS:

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

Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 22-01-REC may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

Initials of Bidder: _____

GENERAL BID INFORMATION

- I. **PURPOSE:** The purpose of RFB No. 22-03-PW is to secure sealed Bids for providing boardwalk, repair and replacement services for City-owned/controlled properties and infrastructure.
- II. **SCOPE OF WORK:** The Scope of Work will include boardwalk repair and replacement services listed in **Exhibit A** of this document for specified City-owned/controlled properties and infrastructure.

III. **PROJECT CONTRACTOR REQUIREMENTS**

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) for work on this project. State General Contractor licensure through the Florida Department of Business and Professional Regulation is not necessarily required so long as the independent general contractor and all necessary independent subcontractors are appropriately licensed for the work to be performed.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. **Bid Form.** The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. **Public Entity Crimes Form.** Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.
- C. **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.
- D. **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.
- E. **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 certification form with the RFB submittal (**Exhibit C**).

Initials of Bidder: _____

F. **MAILING AND HAND-DELIVERY ADDRESS:**

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

- G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 22-03-PW may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

- I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor 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 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.
- K. 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.
- L. 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.
- M. Insurance. Contractor shall, during the performance of the contract, maintain Workman'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 in the amount of \$1,000,000 combined single limit and Vehicle Liability Insurance in the amount of \$500,000 combined single limit all with companies and in the form and amounts

Initials of Bidder: _____

acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the City Certificates of insurance which shall include a provision that such insurance shall not be canceled, or coverage reduced, without at least 30 days written notice to the City. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records.

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

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Number of Years in Business: _____ Email: _____

PART II *Bidding RFB No. 22-03-PW, BOARDWALK REPAIR AND REPLACEMENT Continuing Services Contract:*

The Decking Continuing Services Contractor shall be responsible for replacement and repairs of decking and boardwalks throughout the City of Destin. A replacement schedule shall be confirmed on an annual basis with the Director of Parks and Recreation and the Director of Public Works, and shall result in an annual work authorization for the contractor. Quotes for estimated labor hours and materials may be requested for repair on an as needed basis, that may result in additional work authorizations.

Contractor will remove all existing decking and replace with City approved deck board material. Contractor will remove all existing stringers and replace with 2x12 marine pressure treated boards and other necessary 2x4 marine pressure treated boards if that task is identified in the task order. Contractor will use stainless steel screws and fasteners and will include the cost of these items with the bid items below. Contractor will lawfully dispose of all removed materials. Contractor shall provide a price per square foot for this service that includes labor, equipment rental, demolition, and disposal costs.

Contractor shall obtain necessary permits including but not limited to: City building department permits, Army Corps of Engineers permit (if necessary), etc. Contractor shall replace existing deck boards with composite structural decking (City will identify material to be used). Contractor shall repair boardwalk support sub-structure as necessary. Contractor should expect that significant structure repair may be required. All materials except for deck boards will be provided by the contractor. Deck board material must be pre-approved by the City's Project Manager.

Initials of Bidder: _____

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit Price	Unit
Labor for deck board installation	\$	Per Square Foot
Marine-Grade Pressure Treated Boards for stringers and other support (2"x12" and 2"x4") with installation	\$	Per Square Foot

Deck board material will be identified by the City and priced per project or may be purchased and provided by the City.

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

The labor billing rate will increase automatically each year beginning October 1 based on the change of the "Monthly-Single-Family Houses Under Construction" Laspeyres (fixed) consumer price index (CPI) maintained by the US Census bureau available at: <https://www.census.gov/construction/cpi/>. The calculation will be calculated each year in July based upon the following formula:

April Current Year CPI/April Prior Year CPI x current labor billable rate = New labor rate effective October 1

SAFETY NOTE

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

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

Contractor will ensure that the work area is secured and not accessible to the public until after such time that it has passed inspection.

Initials of Bidder: _____

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: _____

Signature: _____

Date of Bid: _____

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

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

END OF BID FORM

Initials of Bidder: _____

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for **RFB 22-03-PW, BOARDWALK REPAIR AND REPLACEMENT**.
2. This sworn statement is submitted by _____ whose business address is: _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____.

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

3. My name is _____ and my relationship to the entity named above is: _____.

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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

Initials of Bidder: _____

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 _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires:

Initials of Bidder: _____

EXHIBIT C
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Initials of Bidder: _____

EXHIBIT C – SAMPLE CONTRACT

CITY OF DESTIN, FLORIDA

SAMPLE CONTRACT

BOARDWALK REPAIR AND REPLACEMENT CONTINUING SERVICES CONTRACT

On {Date}, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the “City,” accepted the bid of _____, herein referred to as the “Contractor,” to supply boardwalk repair and replacement 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 BOARDWALK REPAIR AND REPLACEMENT 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 boardwalk repair and replacement 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 May 1, 2022 through April 30, 2025, and is for supplying the City with boardwalk repair and replacement for City properties. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to two times.

4. Time for Performance:

The Contractor agrees to provide boardwalk repair and replacement for City properties.

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.

The labor billing rate will increase automatically each year beginning October 1 based on the change of the “Monthly-Single-Family Houses Under Construction” Laspeyres (fixed) consumer price index (CPI) maintained by the US Census bureau available at: <https://www.census.gov/construction/cpi/>. The calculation will be calculated each year in July based upon the following formula:

April Current Year CPI/April Prior Year CPI x current labor billable rate = New labor rate effective October 1

Initials of Bidder: _____

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due

hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee or the City's Parks and Recreation Director or designee. The Public Services / Parks and Recreation 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 / Parks and Recreation 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.

Initials of Bidder: _____

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 INTERPRETATION, 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

Initials of Bidder: _____

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:

As to the Contractor:

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

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.

Initials of Bidder: _____

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2022.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

Initials of Bidder: _____

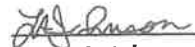
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 22-03-PW

**BOARDWALK REPAIR AND REPLACEMENT
CONTINUING SERVICES CONTRACT**



City of Destin, Florida
March 21, 2022


Lance A. Johnson

City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: 

NOTICE TO BIDDERS

The City of Destin is soliciting Requests for Bids for Boardwalk Repair and Replacement Continuing Services Contract.

The Request for Bids may be obtained from the City Clerk's Office at Destin City Hall, 4200 Indian Bayou Trail between the hours of 8 a.m. and 5 p.m., Monday through Friday by phone by calling (850) 837-4242 or by email: ClerksDepartment@cityofdestin.com.

RFB's submissions must be received by the City of Destin in a sealed envelope that is clearly marked, "RFB #22-03-PW, Boardwalk Repair and Replacement Continuing Services Contract no later than 2:00 p.m. C.S.T. **April 14, 2022** at which time they will be opened and read aloud. EOE

The City reserves the right to reject any and all RFB submissions, in whole or in part, to waive minor defects in the process and to accept the proposal deemed by the City to be in the City's best interest.

MAILING AND HAND-DELIVERY ADDRESS:

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

Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 22-03-PW may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

Initials of Bidder: 

GENERAL BID INFORMATION

- I. **PURPOSE:** The purpose of RFB No. 22-03-PW is to secure sealed Bids for providing boardwalk, repair and replacement services for City-owned/controlled properties and infrastructure.
- II. **SCOPE OF WORK:** The Scope of Work will include boardwalk repair and replacement services listed in **Exhibit A** of this document for specified City-owned/controlled properties and infrastructure.

III. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) for work on this project. State General Contractor licensure through the Florida Department of Business and Professional Regulation is not necessarily required so long as the independent general contractor and all necessary independent subcontractors are appropriately licensed for the work to be performed.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. **Bid Form.** The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. **Public Entity Crimes Form.** Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.
- C. **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.
- D. **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.
- E. **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 certification form with the RFB submittal (**Exhibit C**).

Initials of Bidder: 

F. **MAILING AND HAND-DELIVERY ADDRESS:**

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

G. **Notification.** Questions or requests for Bid documents, plans and specifications regarding RFB No. 22-03-PW may be directed to the individuals below:

For Administrative Questions

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

I. **Responsive Bids.** Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. **Bid Evaluations.** The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor 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 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.

K. **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.

L. **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.

M. **Insurance.** Contractor shall, during the performance of the contract, maintain Workman'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 in the amount of \$1,000,000 combined single limit and Vehicle Liability Insurance in the amount of \$500,000 combined single limit all with companies and in the form and amounts

Initials of Bidder: 

acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the City Certificates of insurance which shall include a provision that such insurance shall not be canceled, or coverage reduced, without at least 30 days written notice to the City. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records.

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

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

Initials of Bidder: 

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: Anderson Gore Homes, Inc.

Address: 125 Rainbow Drive NW

City & State: Fort Walton Beach, FL Zip Code: 32548

Telephone: (850) 259-1845 Fax: () _____

Number of Years in Business: 50 Email: rigorecontractor@gmail.com

PART II Bidding RFB No. 22-03-PW, BOARDWALK REPAIR AND REPLACEMENT Continuing Services Contract:

The Decking Continuing Services Contractor shall be responsible for replacement and repairs of decking and boardwalks throughout the City of Destin. A replacement schedule shall be confirmed on an annual basis with the Director of Parks and Recreation and the Director of Public Works, and shall result in an annual work authorization for the contractor. Quotes for estimated labor hours and materials may be requested for repair on an as needed basis, that may result in additional work authorizations.

Contractor will remove all existing decking and replace with City approved deck board material. Contractor will remove all existing stringers and replace with 2x12 marine pressure treated boards and other necessary 2x4 marine pressure treated boards if that task is identified in the task order. Contractor will use stainless steel screws and fasteners and will include the cost of these items with the bid items below. Contractor will lawfully dispose of all removed materials. Contractor shall provide a price per square foot for this service that includes labor, equipment rental, demolition, and disposal costs.

Contractor shall obtain necessary permits including but not limited to: City building department permits, Army Corps of Engineers permit (if necessary), etc. Contractor shall replace existing deck boards with composite structural decking (City will identify material to be used). Contractor shall repair boardwalk support sub-structure as necessary. Contractor should expect that significant structure repair may be required. All materials except for deck boards will be provided by the contractor. Deck board material must be pre-approved by the City's Project Manager.

Initials of Bidder: _____



SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit Price	Unit
Labor for deck board installation	\$ 21.90	Per Square Foot
Marine-Grade Pressure Treated Boards for stringers and other support (2"x12" and 2"x4") with installation	\$ 3.50	Per Square Foot

Deck board material will be identified by the City and priced per project or may be purchased and provided by the City.

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus -0-%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

The labor billing rate will increase automatically each year beginning October 1 based on the change of the "Monthly-Single-Family Houses Under Construction" Laspeyres (fixed) consumer price index (CPI) maintained by the US Census bureau available at: <https://www.census.gov/construction/cpi/>. The calculation will be calculated each year in July based upon the following formula:

April Current Year CPI / April Prior Year CPI x current labor billable rate = New labor rate effective October 1

SAFETY NOTE

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

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

Contractor will ensure that the work area is secured and not accessible to the public until after such time that it has passed inspection.

Initials of Bidder: 

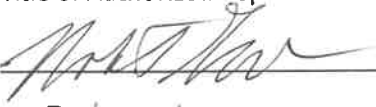
Part III Certifications

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: Robert Gore (pres)

Signature: 

Date of Bid: 3/29/2022

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

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

END OF BID FORM

Initials of Bidder: 

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED
TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for **RFB 22-03-PW, BOARDWALK REPAIR AND REPLACEMENT.**

2. This sworn statement is submitted by Anderson Gore Thomas, Inc whose business address is: 125 Rainbow Drive, Fort Walton Beach, FL 32548 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1837357.

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

3. My name is Robert Gore and my relationship to the entity named above is: owner.

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

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair

Initials of Bidder: RG

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. AK 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)

AK 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.

AK 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)

AK 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).

AK 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.)

AK
Authorized Signature

3 / 29 / 2022
Date

STATE OF FLORIDA, COUNTY OF Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29 day of March, 2022, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires: May 21, 2024

Initials of Bidder: AK

10

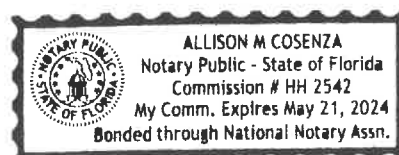


EXHIBIT C
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE: _____



DATE: _____

3/29/2022

COMPANY: _____

Anderson Gore Homes, Inc.

STREET ADDRESS: _____

125 Rainbow Drive

CITY, STATE: _____

Fort Walton Beach, FL 32548

Initials of Bidder: _____

EXHIBIT C – SAMPLE CONTRACT

CITY OF DESTIN, FLORIDA

SAMPLE CONTRACT

BOARDWALK REPAIR AND REPLACEMENT CONTINUING SERVICES CONTRACT

On {Date}, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the “City,” accepted the bid of _____, herein referred to as the “Contractor,” to supply boardwalk repair and replacement 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 BOARDWALK REPAIR AND REPLACEMENT 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 boardwalk repair and replacement 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 May 1, 2022 through April 30, 2025, and is for supplying the City with boardwalk repair and replacement for City properties. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to two times.

4. Time for Performance:

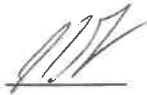
The Contractor agrees to provide boardwalk repair and replacement for City properties.

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.

The labor billing rate will increase automatically each year beginning October 1 based on the change of the “Monthly-Single-Family Houses Under Construction” Laspeyres (fixed) consumer price index (CPI) maintained by the US Census bureau available at: <https://www.census.gov/construction/cpi/>. The calculation will be calculated each year in July based upon the following formula:

April Current Year CPI/April Prior Year CPI x current labor billable rate = New labor rate effective October 1

Initials of Bidder: 

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

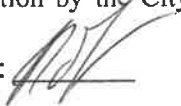
Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due

Initials of Bidder: 

hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee or the City's Parks and Recreation Director or designee. The Public Services / Parks and Recreation 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 / Parks and Recreation 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.

Initials of Bidder: 

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 INTERPRETATION, 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

Initials of Bidder:



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:

As to the Contractor:

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

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.

Initials of Bidder:



IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2022.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance A. Johnson
City Manager

SEAL

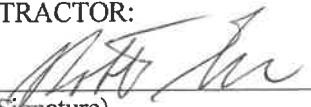
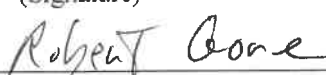
As to Legal Form:

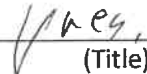
Kyle Bauman, Esq.
City Attorney


Witness Allison M. Coverza

Witness

CONTRACTOR:

By: 
(Signature)

(Printed Name)

Its: 
(Title)

Initials of Bidder: 

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: RJ Gorman Contracting
Address: 1944 Frankford Ave
City & State: Panama City, FL Zip Code: 32405
Telephone: (850) 769-7747 Fax: () _____
Number of Years in Business: 5 Email: Wesley@RJGormanMarine.com

PART II Bidding RFB No. 22-03-PW, BOARDWALK REPAIR AND REPLACEMENT Continuing Services Contract:

The Decking Continuing Services Contractor shall be responsible for replacement and repairs of decking and boardwalks throughout the City of Destin. A replacement schedule shall be confirmed on an annual basis with the Director of Parks and Recreation and the Director of Public Works, and shall result in an annual work authorization for the contractor. Quotes for estimated labor hours and materials may be requested for repair on an as needed basis, that may result in additional work authorizations.

Contractor will remove all existing decking and replace with City approved deck board material. Contractor will remove all existing stringers and replace with 2x12 marine pressure treated boards and other necessary 2x4 marine pressure treated boards if that task is identified in the task order. Contractor will use stainless steel screws and fasteners and will include the cost of these items with the bid items below. Contractor will lawfully dispose of all removed materials. Contractor shall provide a price per square foot for this service that includes labor, equipment rental, demolition, and disposal costs.

Contractor shall obtain necessary permits including but not limited to: City building department permits, Army Corps of Engineers permit (if necessary), etc. Contractor shall replace existing deck boards with composite structural decking (City will identify material to be used). Contractor shall repair boardwalk support sub-structure as necessary. Contractor should expect that significant structure repair may be required. All materials except for deck boards will be provided by the contractor. Deck board material must be pre-approved by the City's Project Manager.

Initials of Bidder: WL

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit Price	Unit
Labor for deck board installation	\$ 49.49	Per Square Foot
Marine-Grade Pressure Treated Boards for stringers and other support (2"x12" and 2"x4") with installation	\$ 63.63	Per Square Foot

Deck board material will be identified by the City and priced per project or may be purchased and provided by the City.

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 15 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

The labor billing rate will increase automatically each year beginning October 1 based on the change of the "Monthly-Single-Family Houses Under Construction" Laspeyres (fixed) consumer price index (CPI) maintained by the US Census bureau available at: <https://www.census.gov/construction/cpi/>. The calculation will be calculated each year in July based upon the following formula:

April Current Year CPI/April Prior Year CPI x current labor billable rate = New labor rate effective October 1

SAFETY NOTE

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

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

Contractor will ensure that the work area is secured and not accessible to the public until after such time that it has passed inspection.

Initials of Bidder: WL

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: Wesley Lockwood, Estimator

Signature: 

Date of Bid: 14 Apr 2022

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

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

END OF BID FORM

Initials of Bidder: UL

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED
TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for **RFB 22-03-PW, BOARDWALK REPAIR AND REPLACEMENT.**

2. This sworn statement is submitted by RJ Gorman Contracting whose business address is: 1944 Frankford Ave, Panama City, FL 32405 and (if applicable) Federal Employer Identification Number (FEIN) is 81-4117386.

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

3. My name is Wesley Lockwood and my relationship to the entity named above is: Estimator.

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

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair

Initials of Bidder: WL

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.)

[Signature]

Authorized Signature

13 / Apr / 2022
Date

STATE OF FLORIDA, COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13 day of April, 2022, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires: 2/28/24

Initials of Bidder: WL

[Signature]

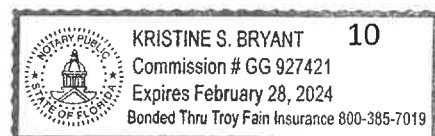


EXHIBIT C
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE: 
DATE: 13 Apr 2022
COMPANY: RJ Gorman Contracting
STREET ADDRESS: 1944 Frankford Ave
CITY, STATE: Panama City, FL 32405

Initials of Bidder: WL

CITY OF DESTIN, FLORIDA

BOARDWALK REPAIR AND REPLACEMENT CONTINUING SERVICES CONTRACT

On May 2, 2022, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the “City,” accepted the bid of Anderson-Gore Homes Inc., herein referred to as the “Contractor,” to supply boardwalk repair and replacement 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 BOARDWALK REPAIR AND REPLACEMENT 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 boardwalk repair and replacement 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 May 2, 2022 through April 30, 2025, and is for supplying the City with boardwalk repair and replacement for City properties. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to two times.

4. Time for Performance:

The Contractor agrees to provide boardwalk repair and replacement for City properties.

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.

The labor billing rate will increase automatically each year beginning October 1 based on the change of the “Monthly-Single-Family Houses Under Construction” Laspeyres (fixed) consumer price index (CPI) maintained by the US Census bureau available at: <https://www.census.gov/construction/cpi/>. The calculation will be calculated each year in July based upon the following formula:

April Current Year CPI/April Prior Year CPI x current labor billable rate = New labor rate effective October 1

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, 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.

All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee or the City's Parks and Recreation Director or designee. The Public Services / Parks and Recreation 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 / Parks and Recreation 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 INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 Notices

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

As to the City:

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

As to the Contractor:

Anderson Gore Homes, Inc.
125 Rainbow Drive NW
Fort Walton Beach, FL 32548

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2022.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.C.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager

FROM: Michael Burgess, Public Services Director

DATE: 04/28/2022

SUBJECT: Harbor Pump Update - May 2022

I. BACKGROUND: For an extended period during 2021 and early 2022, the City's Harbor Pump was not operational. City Council approved funding to have the pump unit and motor repaired.

II. DISCUSSION: The City engaged Gilbert Pump Company (aka GoForth Williamson) to extract, repair, and replace the Harbor Pump with all new components to include a pump shaft, propeller and gearbox. City Council also authorized the purchase of a "Variable Frequency Drive" that will allow staff to reduce the rotations per minute of the motor to inhibit the vortices and cavitation issues the pump had experienced for years. The VFD was installed in early March 2022. All work associated with these repairs has been completed.

The Pump is now operating six hours per day, every day, and will be for the remainder of the warm weather season (through October 31), when it will then begin a cool weather operations schedule. On the recommendation of one of the City's continuing service engineering firms, the pump is operating on the outgoing tide. The run schedule for the pump is adjusted on a weekly basis per published tide charts.

A. Link to Strategic Goals / Objectives: from Strategic Goals 2026:

- > A green and sustainable environment
- > Enhanced quality of life and safety for families
- > Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): None

C. Level of Service (LOS): Enhanced water quality/aquatic habitat in Destin Harbor and improved aesthetics.

III. CONCLUSION: This is an informational item.

IV. RECOMMENDED MOTION: No motion required, this is an informational item.

Attachments:

1. IMG_1890 (1)_Moment



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council
THRU: Rey Bailey, City Clerk
FROM: Kim Montgomery, Deputy City Clerk
DATE: February 15, 2022
SUBJECT: Destin Little League Parade Approval

I. BACKGROUND: The Destin Little League, Inc. is requesting use of city streets to hold a Closing Day Parade from Destin Elementary School to Dalton Threadgill Park on Saturday, May 14, 2022. This event is to make up for the canceled Opening Day event due to inclement weather last month.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: I. Enhance Quality of Life
I.E. Enhance the City's Recreational Services

B. Effect on Budget (EOB): There is no staff requirement for this event.

C. Level of Service (LOS): The City of Destin shall not incur any expenses or revenue as a result of this event.

III. CONCLUSION: Except for approve of the Okaloosa County Sheriff's Office, all related and required documentation have been submitted and approved for legal sufficiency by the Risk Manager and City Attorney. Therefore, City approval should be contingent on OCSO approval.

IV. RECOMMENDED MOTION: I move to approve the Destin Little League's request for use of city streets for their Closing Day Parade on May 14, 2022 contingent upon receiving the acknowledgement and approval from the OCSO.

Attachments:

ITEM # 2022-5216

1. Destin LL Closing Day Parade Req.
2. Kyle's response - Closing day ceremony for Destin little league
3. OCSO - Destin Little League Closing Day Parade



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Destin Little League

Type of Event: Parade

Date(s) of Event: May

Location of Event: Destin Elementary to Threadgill Park

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: ☒ **This is required.** Date on which provided: _____

2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.** Date on which provided: _____

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No _____ Date written permission granted: N/A

4.** Local law enforcement services requested: Yes ☒ **This is required.** Law enforcement officer contacted: Tim Dowbridge & Matthew Abbott

5.** Destin Fire Control District contacted: Yes ☒ **This is required.** Person contacted: Chief Anderson

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: Patrick Malloy Yes ☒ **This is required**

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:
Volunteers will rewalk the route after the event & remove any signs, trash, debris

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Parking at Destin Elementary

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes _____ No ☒ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? No

Huggy Smith
(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**



HOLD HARMLESS AGREEMENT

Destin Little League, Inc agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Parade to be held on May 14, 2022.

In addition, the Destin Little League, Inc agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

Destin Little League, Inc
(Corporate Name)

Signature of President

Jason Alley, President
Print name and print President next to name

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 22nd day of April 20 22 by Jason Alley who is personally known by me ☒ or has produced identification FLDL Type of Identification: FLDL

Jolie M. Kremser
Signature of Notary Taking Acknowledgement

Jolie M. Kremser
Printed name of Notary Taking Acknowledgement

(Seal)



CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 02/08/22
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #: 3090105-2022-1 3 09 01
ADDITIONAL NAMED INSURED: DESTIN LL Jason Alley 4602 Sailmaker Ln Destin, FL 32541		INSURERS AFFORDING COVERAGE: INSURER A: Lexington Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA (Non-Liability) INSURER C: AIG Specialty Insurance Company

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
 * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
 ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

ENDORSEMENT #14 OF THE MASTER CYBER POLICY										
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	X	GENERAL LIABILITY		011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000		
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000		
		X	SEXUAL ABUSE						Sexual Abuse OCCURRENCE	\$1,000,000
									Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person			
C	X	DIRECTORS & OFFICERS		018235622	01/01/2022	01/01/2023	EACH LOSS	\$1,000,000 *		
							AGGREGATE	\$1,000,000		
C	X	CYBER LIABILITY COVERAGE		017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE		
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE			
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION			
	EM		EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION		
		CRIME COVERAGE					EACH LOSS	\$35,000		
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE		
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess		

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
 1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
 2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Destin FL

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
 539 U.S.RT. 15 Highway
 South Williamsport, PA 17702

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

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 02/08/22	
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #: 3090105-2022-1	
ADDITIONAL NAMED INSURED: DESTIN LL Jason Alley 4602 Sailmaker Ln Destin, FL 32541		INSURERS AFFORDING COVERAGE:	
		INSURER A:	Lexington Insurance Company
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		INSURER C:	AIG Specialty Insurance Company

COVERAGES

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 ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

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		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS		018235622	01/01/2022	01/01/2023	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
		S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE
			REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION
		EM	EVENT MANAGEMENT INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE
		CRIME COVERAGE					EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
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"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
 1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
 2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

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

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
 539 U.S.RT. 15 Highway
 South Williamsport, PA 17702

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

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2022

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com																					
INSURED Little League Baseball Risk Purchasing Group, Incorporated DESTIN LL 4602 Sailmaker Ln Destin FL 32541	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lexington Insurance Company	19437	INSURER B:	AIG Specialty Insurance Company	26883	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					PRODUCTS - COMP/OP AGG \$ 1,000,000
	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				SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						PER STATUTE OTH-ER
						E.I. EACH ACCIDENT \$
						E.I. DISEASE - EA EMPLOYEE \$
						E.I. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

City of Destin FL 4200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

Kim Montgomery

From: Haydyn Smith <haydynelaine@gmail.com>
Sent: Monday, April 25, 2022 3:36 PM
To: Kim Montgomery
Subject: Fwd: Destin Little League Closing Day

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Confirmation from Destin Fire Department of their escort.

Sent from my iPhone

Begin forwarded message:

From: Roxanne Alley <rbaquie2@gmail.com>
Date: April 25, 2022 at 2:47:50 PM CDT
To: Haydyn Smith <haydynelaine@gmail.com>
Subject: Fwd: Destin Little League Closing Day

Sent from my iPhone

Begin forwarded message:

From: Jeff Anderson <JAnderson@destinfire.com>
Date: April 25, 2022 at 1:06:27 PM CDT
To: Roxanne Alley <rbaquie2@gmail.com>
Subject: RE: Destin Little League Closing Day

Roxanne we will be there to lead the parade on May 14th.

Jeff Anderson
Battalion Chief / Paramedic
Destin Fire Control District
848 Airport Road
Destin, Florida 32541
Office: (850)837-8413
Fax: (850)837-6715
janderson@destinfire.com

-----Original Message-----

From: Roxanne Alley <rbaquie2@gmail.com>
Sent: Thursday, April 21, 2022 2:48 PM
To: Jeff Anderson <JAnderson@destinfire.com>
Subject: Destin Little League Closing Day

Good afternoon Chief Anderson,
I hope you're family had a great Easter!

Kim Montgomery

From: Catherine Card
Sent: Monday, April 25, 2022 3:17 PM
To: Patrick Maddox; 'Haydyn Smith'; Timothy S. Trowbridge
Cc: 'Charles A. Nix'; Matt Abbott; Darrel Welborn; Kim Montgomery; Lisa Firth
Subject: RE: Destin Little League Closing Day Parade

Thank you, Director Maddox,

Hello Hayden,

Please contact Kim Montgomery (who is copied) and she will assist you as this will have to go before council for approval again since it was previously cancelled due to inclement weather.

Thank you,
Catherine

Catherine Card
Public Information Manager
City of Destin
850.460.8538



From: Patrick Maddox <pmaddox@myokaloosa.com>
Sent: Monday, April 25, 2022 3:01 PM
To: 'Haydyn Smith' <haydynelaine@gmail.com>; Timothy S. Trowbridge <Ttrowbridge@sheriff-okaloosa.org>
Cc: 'Charles A. Nix' <cnix@sheriff-okaloosa.org>; Matt Abbott <mabbott@sheriff-okaloosa.org>; Catherine Card <ccard@cityofdestin.com>; Darrel Welborn <dwelborn@myokaloosa.com>
Subject: RE: Destin Little League Closing Day Parade

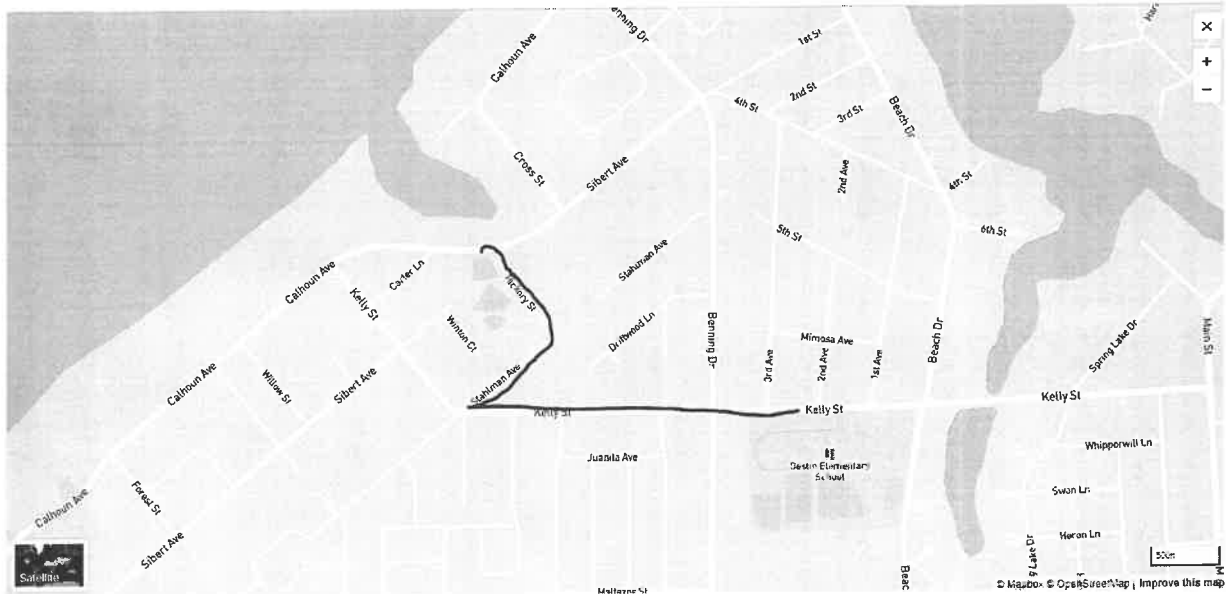
[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good Afternoon Hayden,

No concerns from Public Safety, and I have copied my EMS Chief here. I have also copied the Okaloosa County Sheriff's Office (route and other safety approval) as well as the Destin PIO for City coordination.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, FL 32578



From: [Kyle Bauman](#)
To: [Kim Montgomery](#); [Nichole Rivera](#)
Cc: [Rey Bailey](#)
Subject: RE: Closing day ceremony for Destin little league
Date: Tuesday, April 26, 2022 10:11:13 AM

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Looks good to me contingent on OCSO.

Thanks,
Kyle

Kyle S. Bauman, Esq.

Anchors Smith Grimsley
a Professional Limited Company
Attorneys and Counselors at Law
[909 Mar Walt Drive, Ste. 1014](#)
Fort Walton Beach, Florida [32547](#)
(850) 863-4064
(850) 862-1138 (fax)
kbauman@asglegal.com

CONFIDENTIAL

THIS ELECTRONIC TRANSMISSION CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS TRANSMISSION IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY E-MAIL AND DESTROY THE ORIGINAL TRANSMISSION.

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Tuesday, April 26, 2022 9:38 AM
To: Kyle Bauman <kbauman@asglegal.com>; Nichole Rivera <nrivera@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: RE: Closing day ceremony for Destin little league

[Sorry, in my haste I forgot to include the DFCD & OCEMS emails.](#)

From: Kim Montgomery
Sent: Tuesday, April 26, 2022 9:20 AM
To: Kyle Bauman <kbauman@asglegal.com>; Nichole Rivera <nrivera@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: FW: Closing day ceremony for Destin little league
Importance: High

Good morning,

Attached for your review is a last-minute item for May 2nd Council agenda. The Destin LL wants to have an Closing Day Parade to compensate for the Opening Day Parade they could not have because of severe storms. The only item I do not have at this time is the email from OCSO. I can make the approval contingent on receiving that prior to the day of the event. Please review and email me back that you approve the paperwork for legal sufficiency if everything looks to be in order.

Thanks!
-Kim

-----Original Message-----

From: Haydyn Smith <haydynelaine@gmail.com>
Sent: Monday, April 25, 2022 4:37 PM
To: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: Re: Closing day ceremony for Destin little league

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

I will bring those documents to your office first thing in the morning. Thank you!!!

Sent from my iPhone

> On Apr 25, 2022, at 4:11 PM, Kim Montgomery <kmontgomery@cityofdestin.com> wrote:

>

> Hayden I just need the email from the OCSO along with the new Hold Harmless & the insurance requirements. I have both the EMS & the DFCD emails.

>

> -----Original Message-----

> From: Kim Montgomery
> Sent: Monday, April 25, 2022 3:57 PM
> To: Haydyn Smith <haydynelaine@gmail.com>
> Cc: Rey Bailey <rbailey@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>; Nichole Rivera <nrivera@cityofdestin.com>
> Subject: RE: Closing day ceremony for Destin little league

>

> I have been authorized to add the request, please make sure you provide me with the new signed and notarized Hold Harmless, updated insurance COI and Endorsement to the Policy and emails.

>

> -----Original Message-----

> From: Haydyn Smith <haydynelaine@gmail.com>
> Sent: Monday, April 25, 2022 3:39 PM
> To: Kim Montgomery <kmontgomery@cityofdestin.com>
> Subject: Re: Closing day ceremony for Destin little league
>
> [CAUTION: This email originated from outside of the City of Destin
> email system. DO NOT CLICK on links or open attachments unless you are
> sure the content is safe.]
>
>
> Sorry, May 14th
>
> Sent from my iPhone
>
>> On Apr 25, 2022, at 3:35 PM, Kim Montgomery <kmontgomery@cityofdestin.com>
wrote:
>>
>> When is the closing day ceremony?
>>
>> -----Original Message-----
>> From: Haydyn Smith <haydynelaine@gmail.com>
>> Sent: Monday, April 25, 2022 3:35 PM
>> To: Kim Montgomery <kmontgomery@cityofdestin.com>
>> Subject: Re: Closing day ceremony for Destin little league
>>
>> [CAUTION: This email originated from outside of the City of Destin
>> email system. DO NOT CLICK on links or open attachments unless you
>> are sure the content is safe.]
>>
>>
>> We had to cancel because of weather so we're trying to do a closing day instead. I
absolutely understand that it's probably a lost cause, but I will bring my paperwork first
thing in the morning and just see what happens. If it doesn't work out I completely
understand!
>> Thank you for all your help!! Twice now! Haha Haydyn
>>
>> Sent from my iPhone
>>
>>>> On Apr 25, 2022, at 3:06 PM, Kim Montgomery <kmontgomery@cityofdestin.com>
wrote:
>>>>
>>>> Since I cannot guess their schedules, I cannot promise anything. When is the closing
day ceremony? Didn't it just open last month?
>>>>
>>>> -----Original Message-----
>>>> From: Haydyn Smith <haydynelaine@gmail.com>
>>>> Sent: Monday, April 25, 2022 2:49 PM
>>>> To: Kim Montgomery <kmontgomery@cityofdestin.com>
>>>> Subject: Re: Closing day ceremony for Destin little league
>>>>
>>>> [CAUTION: This email originated from outside of the City of Destin
>>>> email system. DO NOT CLICK on links or open attachments unless you
>>>> are sure the content is safe.]

>>>

>>>

>>> Of course my board just decided they wanted to make this closing day ceremony happen not realizing the work that goes into getting the parade approved. Would it be ok if I try my hardest to get approval from EMS and the sheriff and get you my paperwork to you first thing in the morning? I have a commitment from the fire department already. If it doesn't work out I totally understand!!

>>>

>>> Sent from my iPhone

>>>

>>>> On Apr 25, 2022, at 2:30 PM, Kim Montgomery
<kmontgomery@cityofdestin.com> wrote:

>>>>

>>>> I would say, "Yes" - - it still needs to be reviewed and approved for legal sufficiency by the Risk Manager and City Attorney, I have to unput the information into our computer program Civic Clerk after their review, and then it gets approved by the City Manager prior to being published to Council on Thursday mornings. Just too tight at this point.

>>>>

>>>> -----Original Message-----

>>>> From: Haydyn Smith <haydynelaine@gmail.com>

>>>> Sent: Monday, April 25, 2022 2:18 PM

>>>> To: Kim Montgomery <kmontgomery@cityofdestin.com>

>>>> Subject: Re: Closing day ceremony for Destin little league

>>>>

>>>> [CAUTION: This email originated from outside of the City of Destin
>>>> email system. DO NOT CLICK on links or open attachments unless you
>>>> are sure the content is safe.]

>>>>

>>>>

>>>> I'm guessing it's too late for the May 1st meeting? I have all the paperwork done.

>>>> Thanks!

>>>> Haydyn

>>>>

>>>> Sent from my iPhone

>>>>

>>>>> On Apr 25, 2022, at 9:43 AM, Kim Montgomery
<kmontgomery@cityofdestin.com> wrote:

>>>>>

>>>>> Hi Haydyn,

>>>>>

>>>>> Here are the forms for you. Still has to go through the same preapproval process with the City Risk Manager and City Attorney. So, it can go on the May 16 Council agenda or so, since there is plenty of time.

>>>>> -Kim

>>>>>

>>>>> -----Original Message-----

>>>>> From: Haydyn Smith <haydynelaine@gmail.com>

>>>>> Sent: Tuesday, April 19, 2022 2:50 PM

>>>>> To: Kim Montgomery <kmontgomery@cityofdestin.com>

>>>>> Subject: Closing day ceremony for Destin little league

>>>>>

>>>>> [CAUTION: This email originated from outside of the City of Destin
>>>>> email system. DO NOT CLICK on links or open attachments unless you

>>>>> are sure the content is safe.]

>>>>>

>>>>>

>>>>> Hey Kim! The Destin little League board is throwing around the idea of having a closing day ceremony since we had to cancel our opening day. Can you send me the packet of paperwork again for a parade? It would all be the same info as the last parade we submitted for approval, so I'll be able to fill it out quickly and submit it for the next city council meeting. Hope you've been well and again thanks for all your help!

>>>>> Haydyn Smith

>>>>>

>>>>> Sent from my iPhone

>>>>> "Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

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From: [Timothy S. Trowbridge](#)
To: [Haydyn Smith](#)
Cc: [Kim Montgomery](#)
Subject: Re: Destin Little League Closing Day Parade
Date: Wednesday, April 27, 2022 12:03:57 PM
Attachments: [image001.jpg](#)
[image004.png](#)

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Yes, Captain Abbott confirmed everything is good to go ! (Following the same guidelines set forth previously)

Get [Outlook for Android](#)

From: Haydyn Smith <haydynelaine@gmail.com>
Sent: Wednesday, April 27, 2022 12:01:17 PM
To: Timothy S. Trowbridge <ttrowbridge@sheriff-okaloosa.org>
Cc: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: Re: Destin Little League Closing Day Parade

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Deputy Trowbridge! Could you confirm for Kim Montgomery and the city of Destin that OCSO has no objections to the opening day parade? She wasn't included on the email with Captain Abbott and I also wanted to confirm that you had no objections. She is included on our email today.

Thank you both again for your time!
Haydyn Smith

Sent from my iPhone

On Apr 26, 2022, at 7:41 AM, Timothy S. Trowbridge <ttrowbridge@sheriff-okaloosa.org> wrote:

Should have final word today, but I don't see any issues.

Get [Outlook for Android](#)

From: Haydyn Smith <haydynelaine@gmail.com>

Sent: Tuesday, April 26, 2022 7:29:38 AM

To: Patrick Maddox <pmaddox@myokaloosa.com>

Cc: Timothy S. Trowbridge <ttrowbridge@sheriff-okaloosa.org>; Charles A. Nix <cnix@sheriff-okaloosa.org>; Matthew D. Abbott <mabbott@sheriff-okaloosa.org>; Catherine Card <ccard@cityofdestin.com>; Darrel Welborn <dwelborn@myokaloosa.com>

Subject: Re: Destin Little League Closing Day Parade

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you, Mr Maddox.

Deputy Trowbridge, does the Sheriff's Department need anymore information for your approval?

Thank you!

Haydyn Smith

Sent from my iPhone

On Apr 25, 2022, at 3:00 PM, Patrick Maddox <pmaddox@myokaloosa.com> wrote:

Good Afternoon Hayden,

No concerns from Public Safety, and I have copied my EMS Chief here. I have also copied the Okaloosa County Sheriff's Office (route and other safety approval) as well as the Destin PIO for City coordination.

Stay safe,

Patrick Maddox, LE CDR(R)

Director of Public Safety

Okaloosa County Board of County Commissioners

90 College Blvd E.

Niceville, Fl. 32578

(850) 651-7150

pmaddox@myokaloosa.com

image001.jpg



image004.png



From: Haydyn Smith <haydynelaine@gmail.com>

Sent: Monday, April 25, 2022 14:57

To: Patrick Maddox <pmaddox@myokaloosa.com>; Timothy S. Trowbridge <Ttrowbridge@sheriff-okaloosa.org>

Subject: Destin Little League Closing Day Parade

Hello! Hope you have both been well. Destin Little League would like to have a parade for our closing day ceremony Saturday, May 14th. If you remember we canceled our opening day ceremony due to weather back in March. We are on a tight timeline as the president just decided to try and make this happen. Sorry to be so late to see your approval. The parade route is highlighted below. We have a commitment from Chief Anderson of the Destin Fire Department to escort our parade along the route. We will begin the parade at Destin Elementary School at 8:30AM and should arrive to Threadgill park by 9:00AM. We will have volunteers at the 4 side streets, Snapper, Freshmwn, Evergreen, and Flamibgo. We already have the safety gear from the canceled parade. Please let me know if there are any questions. Again, we are on a tight timeline with the city to submit our request. I know you're busy, but if you could respond in the next day I would be very grateful.

Thank you for your time!!

Haydyn Smith

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 04/26/2022

SUBJECT: Repair of Storm Sewer Pipe under Airport Road

I. BACKGROUND: A storm sewer pipe separation has been identified on Airport Road close to the Destin Racquet Club that requires repair.

II. DISCUSSION: The pipe in question is approximately 15' below the road surface with the point of separation not easily accessible, making traditional methods of repair impractical. The contractor will first clean the pipe then install a pipe liner to seal the gap between the two pipe sections. The Contractor will then deep clean the system, removing sediment and other debris.

Due to the specialized nature of this repair, this service is considered a "Sole Source."

A. Link to Strategic Goals / Objectives: from Strategic Goals 2026:

> Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): The City has American Rescue Plan Act funds on hand that were budgeted for FY 2022. These funds may be spent to address stormwater issues.

Budget Impact		TOTAL
30553833-565000-ARP		
ARPA Grant-Capital Project-ARPA Projects	\$	790,000
FY22 Adopted Budget		790,000
Previous Expenses/Encumbrances		(429,535)
Available Program Budget		360,465
This Agreement +(-)	\$	(20,800)
FY22 Remaining Program Budget	\$	339,665

C. Level of Service (LOS): Repairs to storm sewer infrastructure and roadway surface.

III. CONCLUSION: This item will allow staff to coordinate a repair to a storm sewer pipe under Airport Road.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to sign the attached Job Proposal from Florida Septic and Sewer Inc to repair a storm sewer pipe under Airport Road for an amount not to exceed \$20,800.

Attachments:

1. ATT1: City of Destin Airport Rd liner install and cleaning

~JOB PROPOSAL~

Florida Septic by BRC, Inc.
201 Valley Rd.
Crestview, FL 32539
(850) 837-7200 Fax (850) 654-4791
flasepticsewer@gmail.com

April 26, 2022

City of Destin
Attn: JT
Phone: 499-7289
jhart@cityofdestin.com

Re: Storm line repairs – Airport Rd

As requested, the following is the updated estimate on storm line repairs and cleaning:

- 1) Provide guzzler, jet truck with water and piping to clean storm drain line to remove debris, disposal at City yard
- 2) Plug line upstream to reduce water flow during cleaning & repair
- 3) Install 48" x 4' repair liner to seal affected line
- 4) Video upon completion
- 5) Estimated time for completion of cleaning is 16-20 hours @ \$600.00 per hour
- 6) Price includes all labor and materials

ESTIMATED COST.....\$18,400.00 -\$20,800.00
(cleaning cost \$9600-12,000.00)

If more information is needed, please do not hesitate to call me. I appreciate the opportunity to bid this job for you.

WAIVER OF RESPONSIBILITY: Florida Septic & Sewer, Inc. will not be responsible for any landscaping or underground utilities (electrical, gas, cable, telephone, irrigation, etc.). Florida Septic & Sewer, Inc. will take all necessary precautions to ensure as little damage as possible.

Payment to be made upon completion of above stated job

Please sign and return Acceptance of Proposal. Acceptance of Proposal to follow.

WWW.FLORIDASEPTICANDSEWER.COM

~JOB PROPOSAL~

Florida Septic by BRC, Inc.
201 Valley Rd.
Crestview, FL 32539
(850) 837-7200 Fax (850) 654-4791
flasepticsewer@gmail.com

April 26, 2022

City of Destin
Attn: JT
Phone: 499-7289
jhart@cityofdestin.com

Re: Storm line repairs – Airport Rd

ACCEPTANCE OF PROPOSAL

Bryan Rogers

AUTHORIZED SIGNATURE: _____
Bryan Rogers

ACCEPTANCE OF PROPOSAL: The above price is satisfactory and is hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

NOTE: We may withdraw this proposal if not accepted within 30 days.

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 18, 2022
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 Jim Bagby

Councilmember Bobby Wagner

Councilmember Johnny King

Councilmember Dewey Destin

Councilmember Rodney Braden

Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Public Info Mgr. Catherine Card

Senior Planner Daniel Butler

Public Works Director Michael Burgess

Building Official Noelle Bell

Grants/Project Manager Jeffrey Cozadd

Land Use Attorney Kim Kopp

Deputy City Manager Webb Warren

City Planner Tunazzina Alam

Principal Planner Steve O'Connor

Engineering Assistant Joe Bodi

Parks & Rec Director Lisa Firth

Finance Director Krystal Strickland

City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Schmidt moved to pull item 6G1 – *Towing Resolution* – from the agenda and place the item on the May 2, 2022, council meeting agenda; seconded by Councilmember Wagner. Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

Motion by Councilmember Braden, seconded by Councilmember King, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

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

- A. Destin Elementary Archery Team Places First in The National Archery Competition, Sponsored by The Fish and Wildlife Commission of Florida.

The mayor presented an award plaque to the Destin Elementary School Archery Team honoring their accomplishment.

2. PUBLIC COMMENTS

Mr. Claude Perry, a Destin resident and business owner, asked for clarifications regarding an ordinance being proposed tonight, which would provide minimum requirements for non-residential components in the Town Center Mixed Use zoning district. He stated he wanted to make sure that if this regulation passes, it would not interfere with what Publix plans to do with the property they are trying to obtain; adding that this property, which is located on Main Street and U.S. Hwy 98, has been deteriorating for over 20 years.

According to the Land Use Attorney, the proposed ordinance currently proposes a minimum of 10 percent of non-residential uses off of US Hwy 98, and a minimum of 20 percent uses on U.S. Hwy 98; and that it will not affect any specific proposals for the Publix property at this time.

3. CONSENT AGENDA

- A. Operations Financial Report
- B. Capital Project Status
- C. Floodplain Management Program - Annual Report
- D. Proposed Single-Family Residential Marine Construction - 4049 Indian Bayou N Road
- E. Proposed Bert Harris Settlement Agreement for 70 Pompano
- F. Approval of minutes of March 21, 2022, Regular City Council Meeting
- G. Approval of minutes of April 4, 2022, City Council Executive Session
- H. Approval of minutes of April 4, 2022, Regular City Council Meeting
- I. Minutes of Board & Committees

Councilmember Bagby moved for approval of Consent Agenda items 6A thru 6I, as printed above, passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

4. CITY MANAGER REPORTS

- A. Quarterly Investment Report

The Finance Director Krystal Strickland discussed the quarterly investment report as well as the status of the city’s investment accounts with Raymond James, as presented in the report to council; noting that the city has approximately \$16 million currently invested with Raymond James, another \$7 million at Trustmark that will be eligible for investment and working out the class flows to always maintain \$3 million on hand to cover the city’s monthly expenditures.

Councilmember Destin asked how the city’s funds at Trustmark and Raymond James are protected since FDIC only insures a certain amount.

Ms. Strickland explained that since Trustmark is a qualified public depository, the city is insured by the state. With regards to the city’s funds with Raymond James, the only investment that could be at risk based on the maximum amount FDIC can cover is the money they put in a

certificate of deposit. However, they make sure they do not invest too much in any one bank for the certificate of deposit and that those funds are always covered by FDIC.

B. FY23 Budget Calendar

Ms. Strickland explained that two budget and millage public hearings must be set each fiscal year. Each year the city must publish a budget adoption calendar, establishing dates for the two budget and millage public hearings. After review of the schedules of other budget public hearings, committee meetings and legal counsel schedules, staff recommends holding the first budget and millage public hearing on September 8, 2021, at 5:30 PM in the City Hall Annex Council Chambers.

Motion by Councilmember King, seconded by Councilmember Wagner, to approve the Fiscal Year 2023 Budget Calendar and to set Budget and Millage Adoption Public Hearing #1 for September 8, 2022, at 5:30 PM, in the City Hall Annex Council Chambers at 4100 Indian Bayou Trail, passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

C. Facilities Condition Assessment for Capital Improvement Planning, authorization to execute a contract

Public Works Director Michael Burgess explained that the purpose of the Facilities Condition and Needs Assessment is to provide comprehensive documentation and analysis of the city’s existing built facilities. This analysis will be utilized for prioritizing capital improvements and maintenance requirements as well as assisting decision-makers with allocating operating budgets and long-term facility needs for various city facilities. He stated that the city put out a Request for Proposal (RFP) for the service which resulted in two submissions. The city’s Bid Committee reviewed both proposals and recommended Matrix Design Group, Inc. to the council. Staff recommends the execution of the Standard Agreement for Professional Services.

Councilmember Bagby moved to authorize the mayor to execute the Standard Agreement for Professional Services with Matrix Design Group, Inc., seconded by Councilmember Wagner.

The council discussed adding the following to the list of city facilities to be assessed:

- Dalton Threadgill Park
- Public parking lots
- Capt. Royal Melvin Heritage Park

Councilmember Destin wants to know if adding the above facilities to the list will increase the total amount of the contract.

Mr. Sal Nodjomian, Chief Executive Officer for Matrix Design Group, Inc., stated it will not affect the total amount of the contract.

Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

D. Announcements

- Coastal cleanup at Joe's Bayou and Norriego Point Park on Saturday, April 23rd, from 8:00 to 10:00 AM
- Deadline for completion of Capt. Royal Melvin Heritage Park construction extended from April 11th to May 11th
- Arbor Day Celebration scheduled for April 29th at 10:00 AM at the Kell-Aire North Park
- Blue Star Memorial to be installed at the Destin Library on April 19th at 11:00 AM

5. PUBLIC HEARINGS

A. Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" uses in the City of Destin Land Development Code.

The City Attorney sworn in the following individuals for testimony:

- Steve O'Connor – Principal Planner
- Daniel Butler – Senior Planner
- Tunazzina Alam - Planner

The City Attorney asked if there had been any ex-parte communications regarding the project that the mayor and members of the council wish to disclose.

Each mayor and city council member responded they have not been involved in any ex-parte communications regarding this project.

City Planner Tunazzina Alam provided the following information relative to the proposed development:

- Request for a Conditional Use approval for a smoke shop, which is classified as "Other miscellaneous store retailers" within the City Land Development Code (LDC), to be located at 34894 Emerald Coast Parkway. The existing site is 0.62 acres and is located within the Crystal Beach Plaza.
- Review and analysis of the proposed conditional use are based on the following criteria outlined in Section 7.12.10 of the LDC:
 - Land Use Compatibility
 - Sufficient size, site specifications, and infrastructure
 - Proper use of mitigative techniques
 - Hazardous Waste
 - Over proliferation of use
- Proposed project meets the land development standards and regulations outlined in the comprehensive plan and LDC.

The mayor opened a public hearing to receive comments for or against the proposed project. Having none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for discussion and consideration.

Councilmember Bagby moved for approval of Conditional Use 21-40-CU with the following condition: The applicant shall provide the city with proof of record of the executed shared parking agreement. Councilmember Wagner provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

- B. Major Development Order 21-21-SP - Gregory Uzdevenes, on behalf of William N. Martin, is requesting approval for a Major Development Order. The project is located at 90 Sibert Avenue (Parcel ID: 00-2S-22-0310-000A-073E), with the property totaling approximately 0.43 acres. The applicant is proposing to construct a two-story parking structure to serve the McGuire’s Restaurant, as well as the Harborview Shopping Center.

The City Attorney sworn in the following individuals for testimony:

- Steve O’Connor – Principal Planner
- Daniel Butler – Senior Planner
- Tunazzina Alam – Planner
- Gregory Uzdevenes – Project Architect
- William N. Martin – Property Owner

The City Attorney asked if there had been any ex-parte communications regarding the project that the mayor and members of the council wish to disclose.

Each mayor and city council member responded they have not been involved in any ex-parte communications regarding this project.

Senior Planner Daniel Butler provided the following information relative to the proposed development:

- This is a request for approval for a Major Development Order
- The project is located at 90 Sibert Avenue, with the property totaling approximately 0.43 acres
- The applicant is proposing to construct a two-story parking structure to serve the McGuire’s Restaurant, as well as the Harborview Shopping Center
- The property has a Future Land Use Map Designation of North Harbor Mixed Use (NHMU) and a Zoning Designation of North Harbor Mixed Use (NHMU). The proposed use is consistent with these land use regulations
- The project, as required by the Comprehensive Plan and the LDC, has undergone a compatibility review and meets the minimum requirements
- Parking lots and garages (public & private) are an appropriate use within the NHMU’s future land use designation and permitted use within the NHMU zoning district
- Proposed height, floor area ratio, setbacks, and open space are all in compliance with the LDC
- The site is currently nonconforming in its parking provided. Construction of the parking structure will bring them into compliance with the parking regulations in Article 8 of the code
- The project meets the landscaping requirements in the LDC

The mayor opened a public hearing to receive comments for or against the proposed project. Having none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for discussion and consideration.

Councilmember Bagby moved for approval of McGuire's Parking Structure, a Major Development Order, seconded by Councilmember Wagner.

Councilmember Schmidt asked whether the parking garage will be gated, or if it is open to the public.

Mr. Gregory Uzdevenes, project architect, stated that the parking garage will be opened to the patrons of the site.

Councilmember Destin noted that McGuire's Restaurant's current surface lot has the entrance on Sibert Avenue and an exit on Zerbe Street, but the current design has both the entrance and exit on Sibert Avenue. He stated that Sibert is a more travelled road; and that the city has at one point entertained the possibility of making it a one-way road. He asked whether the applicant was directed by the city to design it this way.

Mr. Uzdevenes noted that the original proposal (conceptual design) has an entry on both streets, but the City Engineer turned it down.

Engineering Assistant Joe Bodi explained that one of the requirements for new development is to provide a way into the site without being in the right-of-way as they are coming in for parking. In addition, the multimodal transportation district requires consolidation of accessways.

Mr. Uzdevenes stated that after further review of the plan, they have determined it is more advantageous to them to only have one accessway as they could pick up more parking spaces.

Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember Hebert was absent from the meeting).

- C. First reading of Ordinance 22-06-LC, changing the list of permitted uses in the Industrial Zoning District to allow one Custodian or Night Watchman residence per Industrial Site; Amending Table 7-2 "Table of Allowable Uses"

The City Attorney read proposed Ordinance 22-06-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA CHANGING THE LIST OF PERMITTED USES IN THE INDUSTRIAL ZONING DISTRICT TO ALLOW ONE CUSTODIAN OR NIGHTWATCHMAN RESIDENCE PER INDUSTRIAL SITE; AMENDING TABLE 7-2 "TABLE OF ALLOWABLE USES"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for their discussion and consideration.

Councilmember Schmidt moved for approval of Ordinance 22-06-LC on first reading, seconded by Councilmember King.

Councilmember Destin recommends establishing a size restriction for the custodian or nightwatchman residential dwelling in the Industrial zoning district. He also stated that this type of a proposal requires a legislative sponsor from this council.

According to the Land Use Attorney, they can include a size restriction on that residential dwelling unit and bring the ordinance back to first reading with that change if that is the desire of the council. She also explained that the reason staff brought the ordinance forward without a legislative sponsor was they had an applicant come in that wanted to have a storage unit converted to a residential unit for the security nightwatchman in the Industrial district. They could have included this matter in some of the LDC rewrite because it is a change that should be made to the code for consistency with the comprehensive plan.

There were some discussions relative to the maximum size restriction to include in the ordinance. There was a suggestion for a maximum square footage of 900-1000 square feet.

The Land Use Attorney recommends a square footage that is based on the size of the overall project; adding she could discuss this matter with staff and come back with a recommended square footage.

Councilmember Destin offered a substitute motion to bring proposed Ordinance 22-06-LC back to first reading adding a size restriction for custodian/night watchman dwelling unit based on recommendation by city staff and Land Use Attorney; seconded by Councilmember Bagby. Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

- D. First reading of Ordinance 22-07-LC - Providing for amendments to Article 7 of the Land Development Code to provide minimum requirements for non-residential components in the Town Center Mixed Use zoning district

The City Attorney read proposed Ordinance 22-07-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO PROVIDE MINIMUM REQUIREMENTS FOR NONRESIDENTIAL COMPONENTS IN THE TOWN CENTER MIXED USE ZONING DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for their discussion and consideration.

Councilmember Destin moved to approve proposed Ordinance 22-07-LC on first reading; seconded by Councilmember Bagby.

Councilmember Bagby recommends applying the minimum square footage or percentages to Main Street and US Hwy 98.

According to the Land Use Attorney, they could make that change to the ordinance without going back to first reading since it will not alter the title of the ordinance.

Councilmember Destin moved to approve proposed Ordinance 22-07-LC on first reading, and to add Main Street and US Hwy 98 for the minimum square footage (20%) requirements for non-residential components in the TCMU zoning district. Councilmember Bagby provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

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

A. Councilmember Braden

Councilmember Braden inquired as to the status of the abandoned house located on the north side of the Destin Bridge that was to be demolished last year.

Building Official Noelle Bell stated that staff will bring back quotes for demolition of the structure for council’s approval, if necessary. She also noted that the city currently has a lien of \$250 per day on that property based on the order previously imposed by the Special Magistrate.

Councilmember Destin asked if they could go ahead and demolish the building and then put another lien on the property to recoup the cost for the demolition.

Ms. Bell stated they could place an additional lien on the property to recover the money they will spend for the demolition. She added they will proceed with the demolition of the property as soon as they receive the quotes and select a firm.

The mayor noted that the rewrite of the Land Development Code is underway, and that he has previously requested that the Land Use Attorney and staff update the code and bring back a much clearer, more proficient, and aggressive abatement process for nuisance and problem properties in the community.

The Land Use Attorney noted that updating this particular code is one of their priorities and they have planned to bring it back to council in the upcoming weeks.

Councilmember Bagby suggests they develop a matrix similar to the one for the derelict vessels that was created a few years back. They identify the problem, list all the steps involved in solving it, outline dates and timelines on how they plan to proceed, and then execute the plan.

B. Councilmember Wagner

1. Emerald Coast Regional Council (ECRC) - Appointment as Primary Council Representative

Councilmember Wagner requests council appoints him as primary council representative to the Emerald Coast Regional Council (ECRC) so he could attend and vote, if necessary, in their upcoming board meeting. He added that the current primary, Councilmember Hebert, is out of town and will not be able to attend the board meeting.

Councilmember Bagby moved to appoint Councilmember Wagner as primary council representative to the ECRC, seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

- C. Councilmember Destin
- D. Councilmember Bagby

Councilmember Bagby urged first term council members to take advantage of the opportunity to attend the Institute of Elected Municipal Officials (IEMO) Level 1 training on June 10th – 12th in Jacksonville, FL.

- E. Councilmember Hebert
- F. Councilmember King

Councilmember King reported being contacted by a citizen who runs a fishing operation in Destin. According to the citizen, they were having a night excursion down at Joe’s Bayou and were cited by a Code Compliance Officer for utilizing the facility after hours. He continued that the hours of operations for all city parks are from dawn to dusk, but they need to consider making provisions for these types of businesses that operate late at night and/or early morning.

The City Manager noted that commercial activities are not allowed on all city parks. They are for recreational use only. He continued that council previously voted to allow commercial businesses to launch and recover their vehicles at Joe’s Bayou, but not to conduct commercial activities in that park; however, it is not currently allowed after hours based on the current ordinance. He also stated he has not been informed of any citations being issued to that effect. He added that the council has the ability to extend the operating hours of any of the parks within the city.

The mayor noted that a lot of the fishing activities happen at night and during the wee hours in the morning. These businesses should be allowed to launch and recover their boats at Joe’s Bayou as long as they are not conducting commercial activities there. However, he has some concern about safety and the city’s legal liability in extending the hours of operations at Joe’s Bayou since it will not be staffed.

It was the consensus of the council to have the City Manager and City Attorney investigate the feasibility as well as the liability involved in extending the hours of operations at Joe's Bayou and allowing people to launch and recover their boats late at night or early morning.

Councilmember Bagby recommends installing infrared cameras at Joe's Bayou to help in investigating any damage done to city properties. He would like to be able to see license plates of vehicles as people drive off with their boats.

Councilmember Wagner noted that the Parks and Recreation Committee is looking into the feasibility of recommending the hours of operations at all city parks be extended; however, one of the problems is lighting. He recommends setting up a plan to install lighting in all city parks.

G. Councilmember Schmidt

1. Towing Resolution

Item moved to May 2nd council meeting.

2. Beach boardwalk safety boards

Councilmember Schmidt provided photos of several safety boards along the Walton County beach accesses containing one or two lines of text that provide information on such things as the beach flag system, the leave no trace program, surf conditions, and surf warning flags as well as rip current safety tips. He recommends the city creates similar along the boardwalk.

Councilmember Schmidt moved to direct staff to bring back pricing to place safety boards on the boardwalk, seconded by Councilmember Destin.

Councilmember Bagby stated that it is a great idea. It has worked very well for Walton County as even little children notice them as they walk down on the beach. He also noted that the Walton County TDC paid for the placement of the safety boards. He recommends asking Okaloosa County TDC to cover the cost for the placement of safety boards along the boardwalk.

Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember Hebert was absent from the meeting).

H. Mayor Gary Jarvis

Mayor Jarvis presented the idea of instituting a community clean up program calling it a Community Pride Week or Community Pride Month, which is a way of providing residents with a focused and organized cleanup effort. It will be a concentrated sweep through selected neighborhoods each week or month focusing on cleaning up litter and removing abandoned vehicles. The goal will be to bring volunteers together to clean and improve public spaces or other areas such as vacant lots. Citizens as well as different entities such as the Boys and Girls

Club, the Boys Scouts as well as high school students will be encouraged to participate in the program.

Councilmember Destin moved to direct staff to look into the idea of instituting a community cleanup program such as a Community Pride Week or Community Pride Month, which is a concentrated sweep through selected neighborhoods cleaning up litter and removing abandoned vehicles; and encouraging different entities (i.e., Boys and Girls Club, Boy Scouts, high school students, etc.) to get involved. Councilmember Schmidt provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Hebert was absent from the meeting).

- I. Land Use Attorney
- J. City Attorney

The City Attorney noted that Dr. Prebble Ramswell pleaded no contest and was adjudicated guilty to two counts of public records violation. Dr. Ramswell sent an email to both him and the City Manager requesting they contact Governor DeSantis to initiate the process of lifting her suspension and reinstating her to the city council. He continued he cannot say this is the process that would take place as it is for the Governor to decide, and that it is his decision alone whether Dr. Ramswell is reinstated or removed from the city council in accordance with the state statute. He also stated that he has conducted some research and has spoken with some peer organizations. It seems that typically the agency, the City of Destin in this case, does not take that type of action on behalf of a suspended council member. He added that he and the City Manager do not plan on taking any direction in this instance unless otherwise directed by the council; in which case they will adhere to the council’s direction.

Councilmember Braden asked how this process is normally handled.

According to the City Attorney, he learned in his research that typically the affected person is the one that either advocates for reinstatement or resign.

7. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 7:40 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.G.

TO: City Council
THRU: Lance Johnson, City Manager
FROM: Rey Bailey, City Clerk
DATE: April 28, 2022
SUBJECT: Quarterly Committee Attendance Report

I. BACKGROUND: All committees and boards of the city created by ordinance shall meet at least once every month unless there are no items for their consideration. Members of committees and boards are encouraged to select meeting times that are convenient for all members and the public alike.

II. DISCUSSION: The quarterly committee attendance report for the first quarter of the calendar year 2022 is provided in attachment 1. Moving forward, staff will provide a monthly report via a quarterly report per request by the council.

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

B. Effect on Budget (EOB): None. These are volunteer positions.

C. Level of Service (LOS): Each committee is designed to consist of 7 members, with 4 constituting a quorum. A full committee should be seated in order to effectively procure the business for which it was established.

III. CONCLUSION: By ordinance, each city council member is entitled to nominate one person for appointment to each committee. The term for each member is 4 years, which coincides with the term of the nominating council member. The committee membership roster is provided in attachment 2. The roster provides the status of members following the city council election on November 8, 2022.

IV. RECOMMENDED MOTION: None. For information only.

Attachments:

1. Committee Absentee Report - January-

March 2022

2. Committee Membership Roster

QUARTERLY
COMMITTEE ABSENTEE REPORT
(January – March 2022)

BOARD OF ADJUSTMENT

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/5/22 (Meeting cancelled. No applications submitted)</i>		
<i>2/2/22 (Meeting cancelled. Applicant withdrew application)</i>		
<i>3/2/22 (Meeting cancelled. No applications submitted)</i>		

HARBOR AND WATERWAYS BOARD

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/24/22 (Meeting Held)</i>	<i>Jim Green Casey Jones William McKissick</i>	<i>Braden King Hebert</i>
<i>2/28/22 (Meeting Held)</i>	<i>Casey Jones Harvey Hurst</i>	<i>King Schmidt</i>
<i>3/28/22 (Meeting Held)</i>	<i>Harvey Hurst Casey Jones Jim Green</i>	<i>Schmidt King Braden</i>

HARBOR COMMUNITY REDEVELOPMENT AGENCY (CRA)
ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/12/22 (Meeting Held)</i>	<i>Mike Buckingham Casey Jones</i>	<i>Destin Ramswell/Wagner</i>
<i>2/9/22 (Meeting Held)</i>	<i>Ian Blaise Jim Green</i>	<i>Schmidt King</i>
<i>3/9/22 (Meeting cancelled. No items to be heard)</i>		

LOCAL PLANNING AGENCY
(Two scheduled meetings per month)

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/6/22 (Meeting Held)</i>	<i>Karen Hudson</i>	<i>King</i>
<i>1/27/22 (Cancelled due to Visioning Session)</i>		
<i>2/3/22 (Meeting Held)</i>	<i>Corey Ledbetter Jason Klosterman</i>	<i>Schmidt Braden</i>
<i>2/24/22 (Meeting Held)</i>	<i>None</i>	
<i>3/3/22 (Meeting cancelled. No items to be heard)</i>		
<i>3/24/22 (Meeting Held)</i>	<i>Corey Ledbetter</i>	<i>Schmidt</i>

PARKS AND RECREATION COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/25/22 (Meeting cancelled for lack of quorum)</i>	<i>Nikki Johnson Matthew Sweetser Brian Liesveld Daniella Piper</i>	<i>King Braden Overdier/Bagby Hebert</i>
<i>2/22/22 (Meeting cancelled due to conflict with Tuesday city council meeting)</i>		
<i>3/22/22 (Meeting Held)</i>	<i>Brian Liesveld Matthew Sweetser</i>	<i>Overdier/Bagby Braden</i>

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/11/22 (Meeting Held)</i>	<i>Marcie Bell John Green</i>	<i>King Hebert</i>
<i>2/8/22 (Meeting Held)</i>	<i>Mark Brown</i>	<i>Bagby</i>
<i>3/8/22 (Meeting Held)</i>	<i>Mark Brown Jim Wood</i>	<i>Bagby Ramswell/Wagner</i>

TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY
(CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i>1/19/22 (Meeting cancelled for lack of quorum)</i>	<i>Matthew Sweetser Alexander Santos</i>	<i>Ramswell/Wagner Schmidt</i>
<i>2/16/22 (Meeting cancelled for lack of quorum)</i>	<i>Matthew Sweetser Alexander Santos</i>	<i>Ramswell/Wagner Schmidt</i>
<i>3/16/22 (Meeting cancelled for lack of quorum)</i>	<i>Matthew Sweetser Alexander Santos</i>	<i>Ramswell/Wagner Schmidt</i>

BOARD OF ADJUSTMENT

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
***Tom Weidenhamer (Chairman) 808 Wild Oak Avenue Destin, FL 32541 585-1400 cell & preferred contact # 837-7600 (Hm) tweidenhamer@cityofdestin.com	Braden	4/2/2018	11/2022
David Emerson (V Chair) 501 Beach Drive Destin, FL 32541 269-1080 (hm) 585-2633 (cell) demerson@cityofdestin.com	Schmidt	12/7/2020	11/2024
Daniella Piper 608 Main Street Destin, FL 32541 (404) 435-6493 dpiper@cityofdestin.com	Hebert	4/19/2021	11/2024
***Cyron Marler 616 2 nd Street Destin, FL 32541 850-687-0654 (cell) cyronmarler@cox.net	Bagby	12/6/2021	11/2022
***Kimberley Mergler 3598 Waverly Circle Destin, FL 32541 404-731-9685 (cell) Kmergler@gmail.com	Wagner	12/6/2021	11/2022
Robert Pinard 220 Dolphin Estates Ct Destin, FL 32541 850-533-9632 (cell) bob.pinard@gmail.com	Destin	12/6/2021	11/2024
James Moomaw 1048 Hwy 98 E, Unit 303W Destin, FL 32541 214-683-0484 (cell) j.moomaw@sbcglobal.net	King	12/6/2021	11/2024

*** **Member will need to apply for reappointment in November 2022 following council election**

HARBOR AND WATERWAYS BOARD

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
***Richard Hoey (Chair) 3819 Indian Bayou Trail Destin, FL 32541 (404) 457-5158 rhoey@cityofdestin.com	Bagby	4/2/2018	11/2022
***Capt. Jim Green (V. Chair) 824 N. Lakeside Drive Destin, FL 32541 837-1293 (W) 259-5308 (Main) jgreen@cityofdestin.com	Braden	11/5/2018	11/2022
***Guy Tadlock 502 Norriego Road Destin, FL 32541 837-7078 334-728-0091 gtadlock@cityofdestin.com	Ramswell	4/4/2018	11/2022
William McKissick 151 Calhoun Avenue Destin, FL 32541 (850) 803-4269 bmckissick@cityofdestin.com	Hebert	12/7/2020	11/2024
Casey Jones 3830 Indian Trail Destin, FL 32541 837-6935 (H) 259-5531 (C) cjones@cityofdestin.com	King	12/7/2020	11/2024
John Stephens 4025 Indian Trail Destin, FL 32541 850-217-4711 (cell) jstephens@cityofdestin.com	Destin	12/7/2020	11/2024
Harvey Hurst 404 Spanish Moss Trail Destin, FL 32541 310-910-7964 hhurst@cityofdestin.com	Schmidt	4/5/21	11/2024

*** Member will need to apply for reappointment in November 2022 following council election

HARBOR COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>APPTD. BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Mike Buckingham (Chair) 510 Calhoun Avenue Destin, FL 32541 (850) 837-7770 (H) (850) 654-1633 (W) (850) 259-6533 (C) mbuckingham@cityofdestin.com	Destin	12/7/2020	11/2024
Capt. Jim Green (V. Chair) 824 N. Lakeside Drive Destin, FL 32541 837-1293 (W) 259-5308 (Main) jgreen@cityofdestin.com	King	12/7/2020	11/2024
***Mike Raim 619 Calhoun Avenue Destin, FL 32541 (850) 837-9538 (H) (850) 837-9161 (W) mrain@cityofdestin.com	Braden	4/2/2018	11/2022
***Casey Jones 3830 Indian Trail Destin, FL 32541 837-6935 (H) 259-5531 (C) cjones@cityofdestin.com	Ramswell	4/2/2018	11/2022
***H. Jan Best 504 Norriego Road Destin, FL 32541 837-6360 (Home) 678-472-4745 (Cell) 837-0955 (Work) hbest@cityofdestin.com	Overdier	4/2/2018	11/2022
Sandy Trammell 3823 Indian Trail Destin, FL 32541 837-6366 (home) 585-3408 (cell) strammell@cityofdestin.com	Hebert	12/7/2020	11/2024
Ian Blaise 702 Lakeside Drive Destin, FL 32541 (850) 748-8002 lblaise@cityofdestin.com	Schmidt	12/7/2020	12/2024

***** Member will need to apply for reappointment in November 2022 following council election**

LOCAL PLANNING AGENCY

<u>MEMBERS</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Jim T. Wood, Jr. (Chair) 3790 Misty Way 269-0196 (home) jwood@cityofdestin.com	Destin	12/7/2020	11/2024
Corey Ledbetter (V. Chair) 301 Cypress Street Destin, FL 32541 (850) 240-2449 cl Ledbetter@cityofdestin.com	Schmidt	3/15/2021	11/2024
***Todd Buhr 4510 Luke Avenue Destin, FL 32541 334-494-3749	Bagby	1/18/2022	11/2022
Karen Hudson (formerly Drexler) 4221 Commons Dr. Apt. 2311 Destin, FL 32541 (615) 418-0142 khudson@cityofdestin.com	King	12/7/2020	11/2024
Marcie Bell 3 Gulf Breeze Ct. Destin, FL 32541 (850) 974-2711 mbell@cityofdestin.com	Hebert	12/7/2020	11/2024
***Jason Klosterman 1014 Airport Road Destin, FL 32541 714-3880 © jklosterman@cityofdestin.com	Braden	7/16/2018	11/2022
*** VACANT	Wagner	12/6/2021	-----

*** Member will need to apply for reappointment in November 2022 following council election

PARKS & RECREATION COMMITTEE

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Nikki Johnson 3710 First Street Destin, FL 32541 (850) 225-0562 njohnson@cityofdestin.com	King	12/7/2020	11/2024
***Matthew Sweetser 3710 First Street Destin 850-830-4433 msweetser@cityofdestin.com	Braden	4/2/2018	11/2022
***Brian Liesveld 301 Primrose Circle Destin, FL 32541 (520) 850-9500 bliesveld@cityofdestin.com	Overdier	3/2/2020	11/2022
***Barbara Telford 19 Indian Bayou Drive Destin, FL 32541 (850) 499-2643 btelford@cityofdestin.com	Ramswell	2/3/2020	11/2022
Leslie Schmidt 833 Kell Aire Drive Destin, FL 32541 lschmidt@cityofdestin.com	Schmidt	12/7/2020	11/2024
Daniella Piper 608 Main Street Destin, FL 32541 (404) 435-6493 dpiper@cityofdestin.com	Hebert	12/7/2020	11/2024
Sandy Trammell 3823 Indian Trail Destin, FL 32541 837-6366 (home) 585-3408 (cell) strammell@cityofdestin.com	Destin	12/7/2020	11/2024

***** Member will need to apply for reappointment in November 2022 following council election**

PUBLIC WORKS/PUBLIC SAFETY

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP.DATE</u>
***Jim T. Wood, Jr. (Chair) 3790 Misty Way 269-0196 (home) jwood@cityofdestin.com	Ramswell	3/18/2019	11/2022
Marcie Bell 3 Gulf Breeze Court Destin, FL 32541 (850) 974-2711 mbell@cityofdestin.com	King	12/7/2020	11/2024
***Tom Weidenhamer 808 Wild Oak Avenue Destin, FL 32541 585-1400 cell & preferred contact # 837-7600 (Hm) tweidenhamer@cityofdestin.com	Braden	4/2/2018	11/2022
John Green 3792 Indian Trail Destin, FL 32541 770-630-7555 jgreen@gmail.com	Hebert	12/7/2021	11/2024
Shirley "Sam" Perman 4652 Destiny Way Destin, FL 32541 269-7684 (H) 803-7684 (C) sperman@cityofdestin.com	Destin	12/7/2020	11/2024
John Stephens 4025 Indian Trail Destin, FL 32541 850-217-4777 (cell) john@lutherspontoon.com	Schmidt	12/6/2021	11/2024
***Mark Brown 85 Dolphin Stree Destin, FL 32541 850-420-7371 (cell) marklbrownjr@yahoo.com	Bagby	12/6/2021	11/2022

***** Member will need to apply for reappointment in November 2022 following council election**

**TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY ADVISORY
COMMITTEE**

<u>MEMBERS</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
***Lockwood Wernet (Chairman) 10 Country Club Dr Destin, FL 32541 837-6146 (wk) 200-2028 (c) 654-5173 (fax) lwernet@cityofdestin.com	Overdier	12/7/2020	11/2022
Michelle Sandstead (V. Chair) 337 Calhoun Ave. Destin, FL 32541 837-0327 (hm) 269-3200 (wk) 974-4031 (cell) msandstead@cityofdestin.com	Hebert	12/7/2020	11/2024
Delores Morrell 3828 Indigo Circle Destin, FL 32541 (850) 238-1942 dmorrell@cityofdestin.com	Destin	12/7/2020	11/2024
***Matthew Sweetser 710 Legion Dr. #F3 Destin 850-830-4433 msweetser@cityofdestin.com	Ramswell	1/7/2020	11/2022
Alexander Santos 174 Bayou Drive Destin, FL 32541 850-716-7911 asantos@cityofdestin.com	Schmidt	5/3/2021	11/2024
(VACANT)	Braden		11/2022
VACANT	King		11/2024

*** **Member will need to apply for reappointment in November 2022 following council election**

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Michael Burgess, Public Services Director
Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 3/11/21

SUBJECT: Solid Waste Franchise Negotiations with Waste Management, Inc.

I. BACKGROUND: The City of Destin is in the final year of a five-year solid waste services franchise agreement with Waste Management, Inc, of Florida (WM). This franchise agreement will expire on September 30, 2022.

The current standard residential rate (effective Oct 1, 2021) for Destin residents is:

Monthly \$22.78

Quarterly \$68.35

Annual \$273.40

The current Destin contract also provides for a discounted senior service at \$18.63 monthly/\$223.50 annually.

The current agreement provides residential services as follows:

- Twice a week solid waste service (96 gallon)
- Once a week recycling service (96 gallon)
- Once a week bulk pickup
- Once a week yard waste pickup

Destin and surrounding area current contract comparisons:

ITEM # 2021-4430

LOCATION	CONTRACTOR	SERVICE/GARBAGE	SERVICE/RECYCLING	SERVICE/YARD WASTE	SERVICE/BULK	COST/MONTH/RESIDENT
Destin, FL	Waste Management	2x/wk garbage	1x/wk recycling	1x/wk yard waste	Provided	\$22.78
Okaloosa County	Waste Management	2x/wk garbage	1x/wk recycling	1x/wk yard waste	Provided	*\$29.99
Santa Rosa County	Waste Pro	1x/wk garbage	subscription only	1 item/month	Provided	\$25.75 (\$9.89 Recycling) \$35.64
Escambia County	ECUA	1x/wk garbage	1x/wk recycling	1x/wk yard waste	None	\$24.54
Fort Walton Beach	FWB	1x/wk garbage	1x/wk recycling	1 item/month (\$30 each add. item)	Provided	\$22.63
Panama City Beach	Waste Pro	1x/wk garbage	1x/wk recycling	1 item/month	Provided	\$37.00

* New rate effective April 1, 2022

Unincorporated areas of Okaloosa County have a similar service contract to Destin's with Waste Management.

The Okaloosa Board of County Commissioners voted on March 15 to renew their contract (effective April 1, 2022) with Waste Management. This was done under the direction of the County Commissioners for staff to negotiate a new contract with Waste Management. The unincorporated Okaloosa County residential rate increased under the new contract from \$25.90 to \$29.23 per month (15% increase), plus a county \$.76 remediation fee, for a total of \$29.99.

Staff have received a low number of complaints since 2017 regarding our solid waste services. Since 1/01/2021, the City has received 11 complaints and 37 compliments on Destin's solid waste services.

All the City's franchise fees are at 6%, with the exception of solid waste services, which is currently at 1%.

II. DISCUSSION: At the March 21, 2022 City Council Meeting, the City Council directed the City Manager to negotiate a renewal of the solid waste contract with Waste Management and to bring information back to the City Council by the first Council Meeting in May.

Staff worked with representatives from Waste Management to structure proposed services very similar to current contract levels. The current contract and service levels have resulted in a low number of complaints.

Staff from Waste Management has provided proposed rates for a new franchise agreement for Destin.

Waste Management Proposed Rates 2022 City of Destin, FL			
Residential Services	Proposed 2022 Rates including 1% Franchise Fee	Proposed 2022 Rates including 3% Franchise Fee	Proposed 2022 Rates including 6% Franchise Fee
Residential Service with Recycling and Carts	\$300.72 Annual \$ 75.18 Quarterly \$ 25.06 Monthly	\$307.20 Annual \$ 76.80 Quarterly \$ 25.60 Monthly	\$317.04 Annual \$ 79.26 Quarterly \$ 26.42 Monthly
Senior Citizen Residential Rates	\$246.72 Annual \$ 61.68 Quarterly \$ 20.56 Monthly	\$251.40 Annual \$ 62.85 Quarterly \$ 20.95 Monthly	\$259.44 Annual \$ 64.86 Quarterly \$ 21.62 Monthly
Second Cart Residential Rates	\$174.24 Annual \$ 43.56 Quarterly \$ 14.52 Monthly	\$178.56 Annual \$ 44.64 Quarterly \$ 14.88 Monthly	\$184.44 Annual \$ 46.11 Quarterly \$ 15.37 Monthly

1% Franchise Fee

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	107.53	205.79	304.32	402.74	501.15	599.53	701.45
4 yard container	133.36	255.09	376.80	498.52	620.23	741.95	868.08
6 yard container	161.90	306.94	451.97	597.02	742.06	887.10	1037.90
8 yard container	186.93	355.28	523.63	692.01	860.36	1028.75	1203.62

3% Franchise Fee

Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

6% Franchise Fee

Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	114.28	218.71	323.43	428.02	532.61	637.16	745.48
4 yard container	141.73	271.10	400.46	529.81	659.17	788.53	922.57
6 yard container	172.06	326.21	480.35	634.50	788.64	942.79	1103.06
8 yard container	198.66	377.58	556.50	735.45	914.37	1093.33	1279.18

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

B. Effect on Budget (EOB): Currently, the city currently has a 1% franchise fee, generating approximately \$40,000 annually for the city. Increasing the franchise fee to 6% would increase the regular residential monthly fee from \$25.06 to \$26.42 per month (increase of \$1.36 per month), and this would increase the revenue to the City by \$200,000 per year. (01300-323700). The Electric and Gas franchise fees are currently set at 6%.

C. Level of Service (LOS): To be determined

III. CONCLUSION: At the March 21, 2022 City Council Meeting, the City Council directed the City Manager to negotiate a renewal of the solid waste contract with Waste Management and to bring information back to the City Council by the first Council Meeting in May.

Attached are the proposed rates from Waste Management. Council can either continue to move forward to finalize a franchise agreement with Waste Management or can elect to go out to RFP for solid waste services.

IV. RECOMMENDED MOTION: I move to direct the City Manager and City Attorney to bring back to Council a Solid Waste Franchise Agreement with Waste Management, Inc., in the form of an Ordinance and set the Franchise Fee at __%.

Attachments:

1. 3.21.22 CC Minutes

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 21, 2022
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 Jim Bagby

Councilmember Bobby Wagner

Councilmember Johnny King

Councilmember Dewey Destin

Councilmember Rodney Braden

Councilmember Terésa Hebert

Destin City Staff

Deputy City Manager Webb Warren

Parks & Rec Director Lisa Firth

HR Manager Nicole Rivera

Comm. Dev. Director Louis Zunguze

Deputy Code Compliance Dir. Kris Mercurio

Public Works Director Michael Burgess

Land Use Attorney Kim Kopp

City Clerk Rey Bailey

Public Information Manager Catherine Card

Code Compliance Director Joey Forgione

Finance Director Krystal Strickland

Grants/Project Manager Jeffrey Cozadd

Senior Accountant Rhonda Greene

City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

The mayor announced that agenda item 1A – “*U.S. Coast Guard Presentation*” has been rescheduled to April 4, 2022.

Councilmember Braden requests Consent Agenda item 3B – “*Replacement of Community Center Foyer Windows & Doors*” be pulled for discussion.

Motion by Councilmember Braden, seconded by Councilmember Hebert, to approve the agenda, as amended, passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

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

A. U.S. Coast Guard Presentation - Lt Steve Browning, US Coast Guard

Presentation rescheduled to April 4, 2022

2. PUBLIC COMMENTS

Mr. Jimmy Perkins, a Destin resident and business owner, stated that there have been a lot of misinformation about livery vessels. The rule states that a boat with more than 6 passengers is considered a livery vessel and no longer a charter boat. There are those who feel they could just put a captain on a boat, call it a bare boat and operate it at the Destin Harbor. He continued that the City of Destin needs to do a better letting people know there is an ordinance that states no bare boats are allowed in the city. Also, no one should be able to rent boats in the city unless they have a Business Tax Receipt (BTR). GetMyBoat.com rents out hundreds of boats on a daily basis. The city should take the appropriate action to shut down this website since they do not have a BTR.

Mr. Cyron Marler, a Destin resident and former city council member, noted that he recently attended a funeral service at the Destin Cemetery. The street noise with very loud vehicles passing by was quite disturbing especially to the family of the deceased. He stated that this issue needs to be addressed, possibly by placing a sign that states "*Quiet, Funeral Service in Progress*" and/or assigning someone to control traffic if there is a funeral service in this area.

Mr. Marler also stated that before he left the council, he and the city's Public Works Director worked on a plan to have the intersection at Benning Drive, 4th Street, and 1st Street realigned to remedy a line-of-sight problem at that intersection. He stated that this request was turned down by the previous council. He asked the council to follow up with the Public Works Director and take the necessary steps to remedy the situation; adding this is a serious safety issue which could result in a tragedy.

Councilmember Bagby recommends proposed realignment of 1st Street, 4th Street, and Benning Drive intersection be brought before the Public Works/Safety Committee for their review and recommendation to council.

Mr. Virgil May, a Destin resident, discussed the possibility of honoring a long-time little league football and baseball coach Bill Shirah. He stated that Coach Shirah started coaching back in 1976 and that he made several Destin Little League teams a powerhouse for many years. He has invested a lot in the community. He urged the council to start the discussion on how they could honor Coach Shirah in the near future while he is still alive.

3. CONSENT AGENDA

- A. Destin High School Fund Raiser 5k
- B. Replacement of Community Center Foyer Windows & Doors
- C. Single-Family Residential Marine Construction Proposed at 4141 Belcourt Drive (Parcel ID: 00-2S-22-4600-0000-0110)

- D. Single-Family Residential Marine Construction Proposed at 130 Country Club Drive West (Parcel ID: 00-2S-22-4600-0000-0120)
- E. Single-Family Residential Marine Construction Proposed at 4137 Belcourt Drive (Parcel ID 00-2S-22-4600-0000-0120)
- F. Capital Project Status
- G. Operations Financial Report
- H. Budget Transfer for Project EVENT (Multi-Use Center Feasibility Study) to Council Contingency
- I. Approval of minutes of February 22, 2022, Regular City Council Meeting
- J. Approval of minutes of February 17, 2022, City Council Workshop
- K. Draft Minutes of Board and Committee Meetings

Consent Agenda item 3B pulled for discussion.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Consent Agenda items 3A, 3C thru 3K, as printed above, passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

The council discussed Consent Agenda item 3B - *Replacement of Community Center Foyer Windows & Doors*.

Councilmember Braden stated that the report did not specific why the framing needs to come out. It does not include any stucco work, and interior drywall and painting.

Public Works Director Michael Burgess explained that city staff prepared and advertised an RFB for the replacement of these windows and stucco repair on two separate occasions. Both advertisements garnered no bids or proposals. The city was able to secure a quote from City Glass to replace the windows with hurricane-rated glass units. The city attempted to obtain quotes for this work from two additional local vendors, but neither were able or willing to provide quotes. As far as stucco and interior drywall and painting, if they receive authorization to engage City Glass to replace the foyer windows and doors tonight, staff will start the second phase and secure all additional services that will be required to finish this project.

Councilmember Braden recommends contracting with a company that will perform all the required services instead of piecemealing it. He continued that he has contacted two firms that are interested in bidding but were not aware there was a request for bid out on this project.

Councilmember Hebert moved to readvertise this project and try to secure the services of an eligible general contractor; seconded by Councilmember Wagner. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

Councilmember Bagby recommends staff contacting Mr. Alan Baggett of Building Industry Association (BIA) for a list of eligible general contractors.

4. CITY MANAGER REPORTS

A. Compensation Study

Deputy City Manager Webb Warren noted that the Destin City Council adopted the 2021 Strategic Plan. This plan had the top and critical priority council objective for the organization to “offer livable wages to attract and maintain high caliber staff.” In 20231, staff and council prepared the FY 2022 budget through a series of annual budget workshops. Council later adopted the FY 2022 budget which allocated \$5.6 million for salaries and \$1.7 million for employee benefits. In FY2022, the Destin City Council reaffirmed to keep the top priority objective as a top and critical priority. In late FY 2021, council authorized Evergreen Solutions to perform a compensation study that council could consider for implementation in mid-FY 2022. Ninety-two percent of employees participated in the survey conducted by Evergreen Solutions.

Dr. Jeffrey Ling of Evergreen Solutions presented the following report:

Evergreen Compensation Study – Market Results

Unadjusted Results (no cost-of-living adjustment)			Adjusted Results (cost-of-living adjusted)		
Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
-19.4%	-19.1%	-18.8%	-17.4%	-16.9%	-16.4%

- A negative differential indicates the city is behind at that market position on average
- While cost-of-living adjustments make the city slightly more comparable than an evaluation without an adjustment, the city is significantly behind the market at the minimum, midpoint, and maximum of the range
- When considering benefits, most peers are within +/-1 percent

Compensation Study – Key Recommendations:

- Adopt an adjusted pay plan with fewer pay grades. The newly recommended pay plan has consistent range spreads and progression between the grades
- Reassign pay grades to positions based on internal equity and the market results. Some positions will see larger adjustments than others due to the market response

- Place employees within their newly recommended pay grades. Select an implementation methodology that aligns with the compensation philosophy and financial means of the city

Compensation Study – Implementation Options

- Compa Ratio – sets an employee’s salary in the recommended range so that their compa ratio is unchanged. Compa ratio is a ratio between an employee’s salary and their range midpoint. Therefore, if an employee is at midpoint before the study, they would remain at the midpoint after the study. If they are 5% below the midpoint in their current pay grade, they would be placed 5% below the midpoint of their newly recommended pay range as well.
- Compa Ratio to Midpoint – uses the compa ratio methodology but does not adjust employees who are above the midpoint. Therefore, an employee who is at the midpoint currently would remain at the midpoint in their new pay range, but an employee who is 5% above their midpoint currently may fall to the midpoint of their new grade.

Mr. Warren discussed the following options for implementation:

Options for Implementation

Option 1 - COMPA to MID FOR ALL

	# of FTEs	% of staff	*Current Personnel Costs (1 year)	Recommended Personnel Costs (1 year Compa to Mid)	Difference	grades	Current Average Salary	Recommended Average Salary	% Increase			
General	32.93	31%	\$ 1,041,749	\$ 1,220,722	\$ 178,973	101-103	\$ 31,640	\$ 37,076	17%			
Specialists Level 1	38.90	36%	1,560,049	1,757,305	\$ 197,256	104-107	\$ 40,104	\$ 45,175	13%			
Specialists Level 2	22.00	20%	1,322,203	1,396,900	\$ 74,697	108-110	\$ 60,100	\$ 63,495	6%			
Sr Specialists	4.00	4%	351,714	390,672	\$ 38,958	111-115	\$ 87,929	\$ 97,668	11%			
Sr Leaders	10.00	9%	980,442	1,068,781	\$ 88,339	111-115	\$ 98,044	\$ 106,878	9%			
Total	107.83	100%	\$ 5,256,157	\$ 5,834,381	\$ 578,223							
			Implementation Cost April-Sept (5 months)			\$ 240,926						
								Salaries ONLY	FY23 vs FY22	Future COLA each 1%		
			FY 2022 Budget	\$ 5,666,275			FY 2023 Budget	\$ 5,834,381	\$ 168,106	\$ 58,051		
			**YTD Exp/Encumber	4,302,265			FY 2022 Budget	\$ 5,666,275				
			Available Balance	1,364,010			FY 2021 Budget	\$ 4,738,300				
			This Motion	(240,926)			FY 2021 Actuals	\$ 4,254,736				
			Remaining Budget	\$ 1,123,084								

Options for Implementation

Option 2 Straight COMPA FOR ALL

	# of FTEs	% of staff	*Current Personnel Costs (1 year)	Recommended Personnel Costs (1 year Compa)	Difference	grades	Current Average Salary	Recommended Average Salary	% Increase		
General	32.93	31%	\$ 1,041,749	\$ 1,259,375	\$ 217,626	101-103	\$ 31,640	\$ 38,250	21%		
Specialists Level 1	38.90	36%	1,560,049	1,825,715	265,666	104-107	\$ 40,104	\$ 46,934	17%		
Specialists Level 2	22.00	20%	1,322,203	1,456,468	134,265	108-110	\$ 60,100	\$ 66,203	10%		
Sr Specialists	4.00	4%	351,714	423,969	72,255	111-115	\$ 87,929	\$ 105,992	21%		
Sr Leaders	10.00	9%	980,442	1,069,165	88,724	111-115	\$ 98,044	\$ 106,917	9%		
Total	107.83	100%	\$ 5,256,157	\$ 6,034,693	\$ 778,535						
			Implementation Cost April-Sept (5 months)		\$ 324,390						
								Salaries ONLY	FY23 vs FY22	Future COLA each 1%	
			FY 2022 Budget	\$ 5,666,275			FY 2023 Budget	\$ 6,034,693	\$ 368,418	\$ 60,244	
			**YTD Exp/Encumber	4,302,265			FY 2022 Budget	\$ 5,666,275			
			Available Balance	1,364,010			FY 2021 Budget	\$ 4,738,300			
			This Motion	(324,390)			FY 2021 Actuals	\$ 4,254,736			
			Remaining Budget	\$ 1,039,620							

Options for Implementation

Staff's Recommendation - Option 3 - Hybrid of COMPA and COMPA-MID

	# of FTEs	% of staff	*Current Personnel Costs (1 year)	Hybrid Compa/Compa-Mid	Difference	grades	Current Average Salary	Recommended Average Salary	% Increase		
General	32.93	31%	\$ 1,041,749	\$ 1,259,375	\$ 217,626	101-103	\$ 31,640	\$ 38,250	21% COMPA		
Specialists Level 1	38.90	36%	1,560,049	\$ 1,825,715	\$ 265,666	104-106	\$ 40,104	\$ 46,934	17% COMPA		
Specialists Level 2	22.00	20%	1,322,203	\$ 1,396,900	\$ 74,697	107-110	\$ 60,100	\$ 63,495	6% MID		
Sr Specialists	4.00	4%	351,714	\$ 390,672	\$ 38,958	111-115	\$ 87,929	\$ 97,668	11% MID		
Sr Leaders	10.00	9%	980,442	\$ 980,442	\$ -	111-115	\$ 98,044	\$ 98,044	0%		
Total	107.83	100%	\$ 5,256,157	\$ 5,853,104	\$ 596,947						
			Implementation Cost April-Sept (5 months)		\$ 248,728						
								Salaries ONLY	FY23 vs FY22	Future COLA each 1%	
			FY 2022 Budget	\$ 5,666,275			FY 2023 Budget	\$ 5,853,104	\$ 186,829	\$ 58,382	
			**YTD Exp/Encumber	4,302,265			FY 2022 Budget	\$ 5,666,275			
			Available Balance	1,364,010			FY 2021 Budget	\$ 4,738,300			
			This Motion	(248,728)			FY 2021 Actuals	\$ 4,254,736			
			Remaining Budget	\$ 1,115,282							

Staff does not recommend compensation study adjustments for the 10 full time employees that are the top-level managers aside from the normal annual merit and annual COLA increases.

Finance Director Crystal Strickland described the strategy for financial sustainability:

Strategy for Financial Sustainability

ALL FUNDS	ADOPTED BUDGET			Projections		
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Operating Revenue						
01 CITY REVENUES	\$ 11,713,556	\$ 12,495,960	\$ 13,823,686	\$ 14,376,181	\$ 14,930,032	\$ 15,509,033
02 OPERATIONAL REV	4,610,849	4,349,919	4,947,401	5,051,446	5,133,678	5,218,307
Subtotal Recurring Operational Revenue	\$ 16,324,405	\$ 16,845,879	\$ 18,771,087	\$ 19,427,627	\$ 20,063,711	\$ 20,727,339
Operating Expenditures						
01a SALARIES	4,490,157	4,738,300	5,667,700	5,853,104	6,085,047	6,326,666
01b BENEFITS	1,814,578	1,951,872	1,762,633	1,932,787	2,034,106	2,073,984
02 CONTRACTUAL	4,505,368	4,363,879	4,741,724	4,508,917	4,512,227	4,642,833
03 OP EXPENSE	2,534,369	2,795,600	2,808,483	2,816,178	2,885,015	2,956,016
Subtotal Operational Expenditures	13,344,472	13,849,650	14,980,541	15,110,987	15,516,396	15,999,499
Subtotal Net Operations	\$ 2,979,933	\$ 2,996,228	\$ 3,790,546	\$ 4,316,640	\$ 4,547,315	\$ 4,727,840
PERSONNEL % of City Revenues	38%	38%	41%	41%	41%	41%
PERSONNEL % of Operational Expenditures	34%	34%	38%	39%	39%	40%

Strategy for Financial Sustainability

	Actuals		Projected		
	FY2020	FY2021	FY2022	Potential Increase	Notes
CURRENT AD VALOREM TAXES	8,435,039	9,136,353	9,824,917		Each adjustment of 1/10th of a mill = \$700k
LOCAL BUSINESS TAX RECEIPT	131,279	189,085	144,191	50,000	Proposing to simplify fee schedule and to improve enforcement
SOLID WASTE FRANCHISE	38,740	43,300	40,413	200,000	Currently 1%. All other franchise fees are 6%. Bring to 6%.
LIVERY VESSEL PERMIT FEE	39,612	46,450	40,000	2,800	Note 1 below. Calc at 7%.
RENTAL REGISTRATION FEE	609,468	542,175	514,382	36,007	Note 1 below. Calc at 7%.
ZONING REVIEW FEES	146,786	175,659	166,212	11,635	Note 1 below. Calc at 7%.
R-O-W PERMIT FEES	51,732	47,477	39,358	2,755	Note 1 below. Calc at 7%.
BEACH VENDOR PERMIT	5,587	8,850	4,050	284	Note 1 below. Calc at 7%.
MARINE APPLICATION FEES	294	100	1,433	100	Note 1 below. Calc at 7%.
CEMETERY LOT/SEA MEMORIAL	23,443	50,965	27,322	1,913	Note 1 below. Calc at 7%.
PARK SERVICE FEES	5,919	6,142	8,157	571	Note 1 below. Calc at 7%.
JOE'S BAYOU ANNUAL PASS	11,945	14,191	8,302	581	Note 1 below. Calc at 7%.
JOE'S BAYOU REC FEES-HONOR BOX	110,515	90,155	71,267	4,989	Note 1 below. Calc at 7%.
HENDERSON BEACH PARK PASS	12,840	18,624	14,377	1,006	Note 1 below. Calc at 7%.
COMMUNITY CENTER	59,823	84,187	74,517	5,216	Note 1 below. Calc at 7%.
MORGANS SPORTS COMPLEX	119,453	123,636	84,440	5,911	Note 1 below. Calc at 7%.
OTHER CITY REVENUES (ADJUSTMENTS NOT RECOMMENDED)	1,911,081	1,918,609	2,760,349	-	No increase recommended or already at max (i.e. parking fees, electric franchise fees, concessions, etc)
TOTAL 01 CITY REVENUES	11,713,556	12,495,960	13,823,686	323,767	

CITY REVENUES = Revenues that the City can control/adjust i.e. Ad Valorem, Charges for Services, Permits & Licenses

Strategic Plan – Adopted Strategies for Financial Sustainability

Strategic plan:

Council Objectives (March 7, 2022)

- Annexation of unincorporated enclaves 1.6(I)

Management Objectives and Projects FY23 (ratified July 19, 2021)

- Establish Park Foundation to facilitate investments in acquisition and operations of parks (2.8)
 - Impact Fee Study (4.4) should reduce General Fund dollars going towards capital projects
 - Building Permit Fee Study (4.5) to ensure Building Department expenditures are covered
 - Update BTR Fee Schedule and Processes (4.6)
-

**Staff also recommends the Fee Schedule be updated on a regular basis and fees tied to a pricing Index to ensure service fees are keeping up with inflationary and cost of business trends.*

Councilmember Hebert moved to authorize the City Manager to implement Option 3 of the Compensation Study, effective for the pay period beginning April 2, 2022. Councilmember Bagby provided a second to the motion.

Councilmember Destin stated that he is 100% in favor of compensating the city employees. He is also quite comfortable of the potential revenue sources for financial sustainability as described by the Financial Director. However, he believes there are still a number of possible revenue sources available. He also noticed that staff's recommended option does not include increases for top level managers. Although it would cost more money to increase their salaries, they should try to do so to be fair to everyone. He also noted that they received the final result of the study just a couple of weeks ago, and they reviewed it with staff only a few days ago. He also expressed concern that the document which he believes has the key elements of the entire compensation study was not made part of the agenda packet making it hard to ask questions. And although there is a copy of it in the council conference room at City Hall which is available for viewing by the council members, it was not made available to the public which make him uncomfortable.

Mr. Warren stated since it was the council's top priority this year, they were trying to bring the result of the compensation study as quickly as possible.

According to Ms. Strickland, they will be discussing their FY 2023 budget, which will go into effect in October, at the May 2022 budget workshop. Depending on council's action tonight, they would look at the big picture in the budget workshop as well as impact on future years including next year.

Councilmember Destin offered a substitute motion to table this item to the April 4, 2022, City Council Meeting, seconded by Councilmember King.

Councilmember Destin commented it is important to make all documents available to the public as much as possible, so they are not accused of hiding something from them.

Councilmember Hebert stated they are not hiding anything from the public. Although it is not physically in the packet, the document in question is public record and available to the public upon request if they want to know each city staff member's salary. She continued they are constantly losing staff to other jurisdictions, and so further delaying their decision on this matter is not to their best interest.

The mayor called for a vote on the substitute motion, which failed 2-4 (Council members Destin and King voted "yes"; Council members Hebert, Bagby, Wagner, and Braden voted "no"; Councilmember Schmidt was absent from the meeting).

Councilmember Hebert moved to authorize the City Manager to implement Option 3 of the Compensation Study, effective for the pay period beginning April 2, 2022; seconded by Councilmember Bagby.

Councilmember Bagby noted they have set his item as their number one priority, and so they need to vote now to execute their priority. He looks forward to a lively discussion in May with regards to the upcoming budget cycle and potential revenue sources.

Councilmember Braden noted he has had some discussions with staff on this subject, particularly with the Deputy City Manager and Finance Director, and was quite satisfied with the result. He definitely would not insinuate that staff was trying to hide something. This council has done a good job making sure the city remains transparent.

Councilmember Herbert commended the senior leadership for electing not to have a pay raise so that their staff gets the money they deserve.

Councilmember Destin stated he was not insinuating that city staff is doing anything wrong. He just wants to make sure they err on the side of open government.

Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember Schmidt was absent from the meeting).

B. Solid Waste Franchise Contract - Request for Direction

The Deputy City Manager noted that the City of Destin is in the final year of a five-year solid waste services franchise agreement with Waste Management, Inc of Florida. The city put out a Request for Proposal (RFP) in 2017 which resulted in the city selecting Waste Management as its solid waste provider. The franchise agreement will expire on September 30, 2022. The current standard residential rate for Destin residents is: Monthly - \$22.78 / Quarterly - \$68.35 / Annually - \$273.40. The current Destin contract also provides for a discounted senior service at \$18.63 monthly / \$223.50 annually. The current agreement provides residential services as follows:

- Twice a week solid waste service (96 gallon)
- Once a week recycling service (96 gallon)
- Once a week bulk pickup
- Once a week yard waste pickup

He also noted that the Okaloosa County Board of Commissioners has recently voted to renew their contract with Waste Management. This was done under the direction of the County Commissioners for staff to negotiate a new contract with Waste Management. The unincorporated Okaloosa County residential rate increased by 12.8%, plus a \$.76 remediation fee. The City's procurement policy outlines that the staff issues an RFP for services such as Solid Waste Services. An RFP for solid waste services can start well in advance of the contract expiration date to allow for ample time for staff to bid out and award a contract. However, the council has the discretion and authority to waive the RFP process if they feel it is in the best interest of the city. Waste Management has expressed the desire to negotiate a renewal of the solid waste contract with Destin.

Councilmember Hebert moved to waive the standard procurement procedure and direct the City Manager to negotiate a renewal of the solid waste contract with Waste Management and bring information back to the City Council by the first council meeting in May; seconded by Councilmember Braden.

The mayor pointed out that staff have received a low number of complaints on solid waste services since 2017 regarding their solid waste services. Since January 1, 2021, the city has received 11 complaints and 37 compliments on Destin's solid waste services.

Councilmember Destin stated that he has personally received good service from Waste Management, but he would prefer they put out an RFP to make sure they get the best deal possible for the citizens of Destin.

Mr. Ronnie Bell of Waste Management noted that one proposal was for staff to renegotiate with Waste Management for contract renewal and bring proposal back to council by May 1st. If the council does not accept the proposal, they still have 6 months to put out an RFP.

According to Councilmember Braden, the only complaint he received involved yard debris pickup not being consistent. Other than that, he is happy with the service Waste Management provides.

Councilmember Bagby stated he would normally support putting out an RFP, but he has some logistical concerns in this case with regards to the ability of a firm that is not currently servicing the city to deploy the required number of trucks and personnel, and issue garbage cans to all customers in order to properly perform the service.

The mayor reiterated that if the renegotiated contract is unacceptable to council, they still have 6 months to put out an RFP.

Motion passed 5-1 (Council members King, Hebert, Bagby, Wagner, and Braden voted "yes"; Councilmember Destin voted "no"; Councilmember Schmidt was absent from the meeting).

C. Destin Citizen Survey 2022

The Deputy City Manager announced that the city is preparing to conduct a resident survey through Polco/National Research Center (NRC). The NRC offers a national survey and comparisons to national benchmarks that include demographic and geographic comparison. Available options that can be included in the survey are a half-page of custom questions, custom benchmarks, and in-person presentation of results. The city has previously used the NRC for citizen surveys in 2016 and 2011. Reasons for conducting a citizen survey include: to assess community needs; to make long-range, short-term, or strategic plans; to evaluate potential policies or community characteristics, and to continue a trendline from period surveying. The cost of the survey with additional recommended features is \$21,800. Results from this survey can be incorporated into the 2023 Visioning and Strategic Planning Session.

Councilmember Bagby moved to approve the use of the National Citizen Survey through Polco/National Research Center for a total cost of \$21,800 and endorse the addition of the half-page of custom questions and custom benchmark comparisons. Councilmember Hebert provided a second to the motion.

Councilmember Wagner stated that he has studied the result of the previous survey, and that this survey may just provide similar data. They are fully aware of what the next 5 years would bring, and that he feels spending \$21,800 to conduct another survey will just be a waste of money at this time. He recommends putting that money on another study.

Councilmember Hebert noted that the amount of people that have moved into Destin and out of Destin the past 5 years is staggering; and that there had been a change in the dynamics. She feels they would receive up-to-date information for least amount of money from the study.

Motion passed 5-1 (Council members King, Hebert, Bagby, Destin, and Braden voted "yes"; Councilmember Wagner voted "no"; Councilmember Schmidt was absent from the meeting).

D. Announcements

Code Compliance Director Joey Forgione has resigned from the city to pursue other opportunities. He has performed great service to the City of Destin.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 21-15-PC - Creating a new chapter of the City of Destin's Comprehensive Plan, "Property Rights Element" pursuant to state law.

The City Attorney read proposed Ordinance 21-15-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, CREATING A NEW CHAPTER OF THE CITY OF DESTIN'S COMPREHENSIVE PLAN, "PROPERTY RIGHTS ELEMENT" PURSUANT TO STATE LAW; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE AND JURISDICTION; PROVIDING FOR

TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY;
PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Bagby moved for approval of Ordinance 21-15-PC on second reading; seconded by Councilmember Hebert. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- B. Second reading of Ordinance 21-24-PC - Amending the Future Land Use Map to Include a change in the Future Land Use designation of parcels from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC).

The City Attorney read proposed Ordinance 21-24-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM CRYSTAL BEACH RESORT (CBR) AND CRYSTAL BEACH NEIGHBORHOOD (CBN) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030).

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Hebert moved for approval of Ordinance 21-24-PC on second reading and direct staff to transmit the ordinance to the Department of Economic Opportunity; seconded by Councilmember Bagby. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- C. Second reading of Ordinance 21-25-LC - Amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2 Zoning Maps to include a change in the zoning designations of parcels from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC).

The City Attorney read proposed Ordinance 21-25-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM CRYSTAL BEACH RESORT (CBR) AND CRYSTAL BEACH NEIGHBORHOOD (CBN) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030).

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Wagner moved to approve Ordinance 21-25-LC on second reading; seconded by Councilmember Hebert. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

D. First reading of Ordinance 22-05-CC - Amending the Code of Ordinances to establish a Flag Warning System at City of Destin beaches.

The City Attorney read proposed Ordinance 22-05-CC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES TO ESTABLISH A FLAG WARNING SYSTEM AT CITY BEACHES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve Ordinance 22-05-CC on first reading and direct the City Clerk to advertise for second reading passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

E. Second reading of Ordinance 22-03-CN - Lease of certain real property owned by The City of Destin. Providing for City Council approval of a contract for the lease Of the property of Dalton Threadgill Park.

The City Attorney read proposed Ordinance 22-03-CN by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA RELATING TO THE LEASE OF CERTAIN REAL PROPERTY OWNED BY THE CITY;

PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT FOR LEASE OF THE PROPERTY OF DALTON THREADGILL PARK; AND PROVIDING FOR AN EFFECTIVE DATE

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Braden, seconded by Councilmember Wagner, to approve Ordinance 22-03-CN on second reading passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember Schmidt was absent from the meeting).

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

A. Councilmember Braden

Councilmember Braden requested an update on the Harbor Capacity Study.

Mr. Zunguze announced that the study is ongoing. The Harbor Capacity Study Steering Committee met recently and were provided an update on the upcoming activities. There will be a lot of activities scheduled for the spring and summer months, including surveys and reviews of the parking lots in the harbor. They hope to provide recommendations to the committee by fall and complete the entire study by the end of this year.

Councilmember Braden asked what is being done with GetMyBoat.com website which a speaker mentioned earlier.

Mr. Forgione stated they are currently tracking that website to determine their operating locations and see what enforcement capability they can exercise.

- B. Councilmember Wagner**
- C. Councilmember Destin**

Councilmember Destin requests the City Manager directs the Public Works Department to investigate the possibility of placing a lighted pedestrian crosswalk across the two shopping centers on Main Street or do whatever is necessary to make that area safe for pedestrians especially at night.

- D. Councilmember Bagby**
- E. Councilmember Hebert**

1) Major Holidays and Council Meeting Schedule

Councilmember Hebert noted there are major holidays in July, November and December and she would like this council to entertain the possibility of only scheduling one council meeting in each of those months, preferably the second Monday of the month.

Councilmember Hebert moved to direct staff to come back and discuss the feasibility of scheduling just one council meeting in July, November, and December, and that being on the second Monday of those months; seconded by Councilmember Destin. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember Schmidt was absent from the meeting).

At the request of Councilmember Hebert, Mr. John Stephens spoke about the Destin Elementary School Archery Team competing and winning the state championship.

Councilmember Hebert recommends placing the team on a future agenda to be recognized for their accomplishment.

- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis

Mayor Jarvis requests city staff look into the idea of renaming one of the city's athletic facilities after the city's legendary little league coach Bill Shirah and bring recommendations back to council.

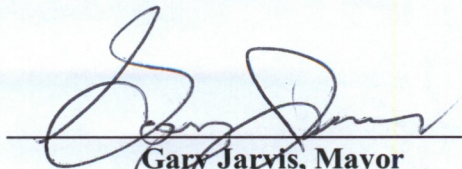
- I. Land Use Attorney
- J. City Attorney

1. Request to schedule an executive session pursuant to section 286.011(8), Florida Statutes, in the case of Destin Fishing Fleet, Inc. v. City of Destin, Florida, Case Number 2019-CA-000425, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida."

Motion by Councilmember Destin, seconded by Councilmember Bagby, to schedule a Council Executive Session on Monday, April 4, 2022, beginning at 5:00 PM, passed 6-0 Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember Schmidt was absent from the meeting).

7. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 8:20 PM.



Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.B.**TO:** City Council**THRU:** Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager**FROM:** Krystal Strickland, Finance Director**DATE:** April 5, 2022**SUBJECT:** Okaloosa Half Penny Infrastructure Surtax

I. BACKGROUND: At the January 27, 2020 Special Workshop, the City estimated it would receive \$12.8 million from the Okaloosa Half Penny Infrastructure Surtax that was voted in for the 10-year period January 2019 - December 2029. Council moved to allocate this Infrastructure Surtax for the following uses:

- Beach Acquisition - 75% - \$9,600,000
- Underground Utilities - 10% - \$1,280,000
- Public Works/Safety Committee identified projects - 10% - \$1,280,000
- Other projects as designated by Council - 5% - \$640,000

In the fall of 2021, the City signed a new interlocal agreement with Okaloosa County confirming 12.5% of the Okaloosa Tourist Development District proceeds to be dedicated for tourism-related projects in Destin, estimated at \$30 million (\$1.5 million per year x 20 years).

Given the respective expenditure limitations of these revenue sources, staff's analysis suggests that the undergrounding of utilities is a better use of the Infrastructure Surtax, and that Tourist Development dollars are a better fit for beach acquisitions. Consequently, staff proposes to change the allocation of the Okaloosa Half Penny Infrastructure Surtax. In addition, staff now estimates the City will collect over \$16 million from the Okaloosa Half Penny.

II. DISCUSSION: The City's top two capital projects as determined by the Council's Strategic Plan are Beach Acquisition and Undergrounding Utilities. The beach acquisition

program is currently estimated to cost just over \$32 million, and each of the phases for undergrounding utilities is estimated at \$10 - \$13 million, for a total greater than \$60 million. With the expansion of the Okaloosa Tourist District, and the new interlocal agreement dedicating 12.5% of tourist tax dollars to the City of Destin, staff recommend reallocating the usage of Okaloosa Half Penny Infrastructure Surtax dollars to cover more of the Undergrounding project, and to allow the new TDD funds to cover beach acquisition. Use of the revenues in these manners is the more natural fit for each and will encounter fewer hurdles to clear. This should ultimately reduce unnecessary transaction costs to the City. In addition, 5% of the Okaloosa Half Penny revenues were set aside for council direction. The City has experienced significant issues with our stormwater infrastructure. Staff recommends committing the discretionary 5% to address stormwater infrastructure issues.

Below is a synopsis of the Okaloosa Half Penny collections and usage from the beginning (January 2019) to current:

	BEACH	UNDERGROUND	PUBLIC WORKS/ SAFETY	OTHER	TOTAL
<i>01/27/2020 RESOLUTION FOR USES</i>	75%	10%	10%	5%	100%
<i>Original Est Revenue to 12/31/2029</i>	9,600,000	1,280,000	1,280,000	640,000	12,800,000
	75%	10%	10%	5%	100%
Total Collected	3,297,641	439,685	439,685	219,843	4,396,855
Total Expended & Encumbered	2,989,392	507,118			3,496,510
Cash Balance as of 02/28/2022	308,249	(67,433)	439,685	219,843	900,345

The City has collected nearly \$4.4 million of Okaloosa Half Penny surtax in the first 3 years, and has expended or encumbered nearly \$3.5 million.

Staff recommends reallocating the usage for the Okaloosa Half Penny surtax to reduce the amount dedicated to Beach and to increase the amount for Undergrounding, and to change the last 5% from discretionary to Stormwater. As mentioned earlier, based upon actual receipts to date, staff estimates the city will receive over \$16 million during the 10-year life of this surtax. The following table is our new recommendation for allocation and the estimated revenues for each commitment.

	BEACH	UNDERGROUND	PUBLIC WORKS/ SAFETY	STORMWATER	TOTAL
REVISED RECOMMENDED USES					
Percentage	25%	60%	10%	5%	100%
Estimated Revenues	4,000,000	9,600,000	1,600,000	800,000	16,000,000

This proposed usage of Okaloosa Half Penny Surtax in conjunction with FPL Franchise fees should allow the city to fund two phases of undergrounding which will likely take several years to complete. In the meantime, Staff continue to apply for grants and to research funding strategies to fully fund our utility undergrounding efforts.

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

B. Effect on Budget (EOB): A proposed budget transfer affecting the FY 2022 budget is attached to decrease use of Okaloosa Half Penny for Beach Acquisition and to increase use of TDC 12.5% funding for Beach acquisition in the amount of \$2,320,395.

This transfer should be considered in conjunction with the agenda item and Budget Amendment to acquire the remaining parcel at Crystal Beach and any future opportunities.

C. Level of Service (LOS): Improves funding available for undergrounding and stormwater.

III. CONCLUSION: Staff recommends reallocating the use of the Okaloosa Half Penny Infrastructure surtax to decrease the allotment towards Beach Acquisition from 75% down to 25%, to increase the allotment for Undergrounding Utilities from 10% to 60%, and to commit the discretionary 5% to stormwater projects.

IV. RECOMMENDED MOTION: I move to allocate portions of the Okaloosa Half Penny Infrastructure surtax revenues as follows:

- 60% towards undergrounding utilities
- 25% towards beach acquisition
- 10% towards public works and safety committee initiated projects
- 5% towards stormwater projects

Attachments:

1. 2022 0418 Budget Txfr for Beach Acquisition

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year 2022
 Period 7
 Ref 1 BUA
 Ref 2 ADJ

Short Description OKA 1/2 AND TDC 12.5%
 Effective Date 4/18/2022
 Budget Year Code 1

Entity Code 1
 Amendment Type* 1
 Budget Projection Inclusion One Time

*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
12957231 OKA 1/2 PENNY	561000 LAND	CM001 BEACH	CHANGE BEACH FUNDING SOURCE FROM OKA 1/2 TO TDC 12.5%	D	\$ 2,320,395.00	\$ 2,699,850.00	\$ 379,455.00
30557212 TDC 12.5%	561000 LAND	CM001 BEACH	CHANGE BEACH FUNDING SOURCE FROM OKA 1/2 TO TDC 12.5%	I	\$ 2,320,395.00	\$ -	\$ 2,320,395.00
							\$ -

Initials Date

Created by: _____

Entered by: _____

Approved by: _____

Note
 Change source of funds for FY 2022 Beach Acquisition from Okaloosa
 Half Penny Infrastructure Surtax to TDC 12.5%

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.C.**TO:** City Council**THRU:** Lisa Firth, Parks & Rec Director
Jeffrey Cozadd, Grants Manager
Louis Zunguze, Community Development Director
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager**FROM:** Webb Warren, Deputy City Manager**DATE:** 4/20/22**SUBJECT:** Shore at Crystal Beach Expansion - Project and Plans Update, Invoice Approval

I. BACKGROUND: In October 2020, Okaloosa County executed an interlocal agreement with the City of Destin to improve beach access in Destin by acquiring and developing three gulf-front parcels. The agreement (ATT1) was for an amount estimated at \$10,650,000, and the parties agreed the County would provide 59% of the funding, and the City 41%. In that agreement, the City would be responsible for demolition of purchased parcels while Okaloosa County would procure and begin the design process for a park.

The two city-owned parcels have been cleared of structures for public use.

On November 1, 2021, Council approved payment of the first set of invoices for the City's portion of \$46,782.80 (City \$19,180.95 + County \$27,601.85) for design services for the Shore at Crystal Beach Expansion.

II. DISCUSSION: Negotiations for 2968 Scenic Hwy 98 have stalled and the City Attorney will provide a brief update on acquisition measures at the Council meeting.

Through the interlocal agreement, the City will pay 41% of the costs of design and construction of a future park.

- 30% design plans (ATT4) have been produced by the County's contracted design engineers.

- Staff requests approval to encumber a not to exceed amount of \$111,725, to fulfill the City's 41% obligation of \$272,500, to design services as outlined in the interlocal agreement.

A. Link to Strategic Goals / Objectives: Strategic Goals:

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- V. Improve mobility and connectivity
- VI. A green and sustainable environment

Council Objectives - Important Priority:

1.4 Public Beachfront Acquisition Initiative

B. Effect on Budget (EOB): The City will encumber the amount of \$92,544.05 payable to the Okaloosa Board of County Commissioners (V#496) to pay invoices as they are submitted to the City.

	county 59%	city 41%	Total
Baserville-Donovan Task Order	160,775.00	111,725.00	272,500.00
paid to date	27,601.85	19,180.95	46,782.80
remaining to encumber	133,173.15	92,544.05	225,717.20

The City budgeted Okaloosa 1/2 Penny funds to fulfill this interlocal agreement, and budgeted the open balance of the interlocal agreement as a capital grant from the BOCC. The effect on budget is as follows:

	30557237 BOCC	12957231 Oka 1/2 Penny	TOTAL	
561000-CM001 Land-Beach Program	\$ 2,232,733	\$ 1,551,560	\$ 3,784,293	*
FY22 Adopted Budget	2,232,733	1,551,560	3,784,293	
PY Rollforwards for Open Encumbrances	23,423	16,277	39,700	
Revised Budget	2,256,156	1,567,837	3,823,993	
Previous Expenses/Encumbrances	(51,025)	(35,458)	(86,483)	**
Available Program Budget	2,205,130	1,532,379	3,737,510	
This Agreement +(-)	(133,173)	(92,544)	(225,717)	***
FY22 Remaining Program Budget	\$ 2,071,957	\$ 1,439,835	\$ 3,511,793	

*Budget to complete Agreement

**Open balance of PO to Jobe's Dirt plus payments to date to Baskerville-Donovan

*** Remaining amount owed to Baskerville-Donovan to encumber

Project to date reconciliation:

	county 59%	city 41%	Total
Interlocal Agreement (10/20/2020)	\$ 6,283,500.00	\$ 4,366,500.00	\$ 10,650,000
Expenditures			
10/31/2020 2942 Old Hwy 98 E	2,013,674.91	1,399,333.42	3,413,008.33
11/13/2020 2970 Scenic Hwy 98 E	1,954,540.98	1,358,240.35	3,312,781.33
11/30/2020 signs, locks boards	1,145.53	796.05	1,941.58
04/30/2021 Demo 2942 Old Hwy 98 E	31,693.50	22,024.30	53,717.80
05/20/2021 Demo 2970 Scenic Hwy 98 E	26,289.46	18,268.94	44,558.40
10/12/21 Park Design (Baskerville-Dono	27,601.85	19,180.95	46,782.80
Open Encumbrances			
Jobe's Dirt (city)	23,423.00	16,277.00	39,700.00
Baskerville Donovan (county)	133,173.03	92,543.97	225,717.00
Agreement Balance	\$ 2,071,958	\$ 1,439,835	\$ 3,511,793

C. Level of Service (LOS): Increased Level of Service

III. CONCLUSION: The City Attorney will provide an update on the parcel at 2968 Scenic Hwy 98

Staff will keep the Council advised on the progress of the design as the project proceeds.

Staff requests approval for a not to exceed amount of \$111,725 (ATT5) to fulfill the City's 41% financial obligation to design services as outlined in the Interlocal Agreement.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute the City's 41% of the portion of the County's design services contract C19-2748-PW, task order 5 in the amount of \$111,725.

Attachments:

1. ATT1 - Okaloosa County Interlocal Agreement 2020 Public Beach Acquisition Project
2. ATT2- Resolution 21-07 Acquire Property for Public Use
3. ATT3 - BOCC Resolution 21-103
4. ATT4 - Shore at Crystal Beach - 30% Plans
5. ATT5 - Crystal Beach Restroom - 30% Plans
6. ATT6 - BOCC Task Order and Invoice for Design Services

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND THE CITY OF DESTIN FOR ACQUISITION,
DEVELOPMENT, MAINTENANCE, AND OTHER
MATTERS RELATED TO PHASE 1 OF THE PUBLIC
BEACH ACQUISITION PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, the Board of County Commissioners and the City Council agree that the acquisition, improvement, and maintenance of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the County as a whole and benefits the general public; and

WHEREAS, in furtherance of this preeminent goal, the County and the City are working together to acquire additional public beach within the City's municipal limits (the "Public Beach Acquisition Project"); and

WHEREAS, the Parties anticipate that implementation of the Public Beach Acquisition Project will occur in several phases; and

WHEREAS, the City has partnered with the Trust for Public Land, Inc. (the "Trust"), to further the Public Beach Acquisition Project; and

WHEREAS, in phase 1 of the Public Beach Acquisition Project, the Trust has targeted and is under contract to purchase three parcels of real property more particularly described in the attached Exhibit "A" (the "Properties"); and

WHEREAS, the Properties are adjacent to an existing City beach park; and

WHEREAS, the Properties collectively represent the first phase of the Public Beach Acquisition Project; and

WHEREAS, the Trust has offered to sell the Properties to the City; and

WHEREAS, the County and City have each agreed to fund portions of the purchases of the Properties; and

WHEREAS, the County's portion (59%) of the purchase, demolition, and likely portions of the construction, will be funded with "Tourism Development District Funding" with the specific purpose and intent of promoting tourism by increasing beach access and therefore from a tourism perspective specifically wants the property available equally to all County residents and guests/visitors alike without hinderances; and

WHEREAS, this Agreement is intended to formalize the Parties' relationship and describe how Phase 1 of the Public Beach Acquisition Project will proceed forward; and

WHEREAS, the Parties anticipate they will enter into future Interlocal Agreements relating to the particulars of each future phase of the Public Beach Acquisition Project.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. DETAILS OF PHASE 1 OF THE PUBLIC BEACH ACQUISITION PROJECT. Phase 1 of the Public Beach Acquisition Project shall consist of the acquisition, improvement, and maintenance of the Properties. The Properties consist of three separate parcels and are more particularly described in the attached Exhibit "A."

SECTION 5. FUNDING FOR THE PROJECT.

- A. Aggregate Purchase Price. The Aggregate Purchase Price for the Properties is expected to be approximately TEN MILLION, SIX-HUNDRED THOUSAND DOLLARS (\$10,600,000.00).
- B. Ancillary Closing Costs. The Parties recognize that Ancillary Closing Costs are also expected. It is estimated, but not guaranteed, that the Ancillary Closing Costs will not exceed FIFTY THOUSAND DOLLARS (\$50,000.00). The Ancillary Closing Costs shall include costs such as documentary stamps, title insurance, survey costs, recording fee, and other such costs that are incurred incident to the purchase of real property. Ancillary closing costs do not include attorneys' fees or the fees of any other professional that either of the Parties may elect to employ in the furtherance of the Public Beach Acquisition Project.

- C. Phase 1 Acquisition Cost. The Aggregate Purchase Price and Ancillary Closing Costs shall hereinafter be referred to collectively as the "Phase 1 Acquisition Costs." An itemized schedule of the expected Phase 1 Acquisition Costs is attached hereto as Exhibit "B."
- D. County's Estimated Contribution. The County shall fund 59% of the Phase 1 Acquisition Costs. Therefore, the County's estimated contribution is approximately SIX MILLION, TWO HUNDRED AND EIGHTY- THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$6,283,500.00).
- E. City's Estimated Contribution. The City shall fund 41% of the Phase 1 Acquisition Costs. Therefore, the City's estimated contribution is approximately FOUR MILLION, THREE HUNDRED AND SIXTY-SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$4,366,500.00).
- F. The Parties recognize that the respective contributions recited above may vary depending on the Ancillary Closing Costs.
- G. The Parties further agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties alone may elect to employ in the furtherance of the Public Beach Acquisition Project.
- H. The Parties recognize that the Properties are comprised of three different and unique parcels of real property and that until the closing for each, there is no guarantee that all three parcels will be acquired. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that all three parcels are acquired. Should one or more of the parcels of real property comprising the Properties not be acquired, each Parties' respective contribution shall be reduced in accordance with the ratio described in this Section and Exhibit "B."

SECTION 6. CLOSINGS.

- A. Timing. Closings of each Property shall occur as soon as reasonably practicable. Because three different and individual parcels of land comprise the Properties, the Parties recognize that the closings on each parcel may not occur simultaneously. The Parties shall schedule the closings to occur on mutually agreed upon dates.
- B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.
- C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price

allocated to each respective parcel. The title policies shall ensure marketable title as to each parcel being acquired. The County shall be provided the title policies and upon review will provide concurrence/non-concurrence of the title policies.

SECTION 7. OWNERSHIP OF THE PROPERTIES.

- A. Fee Simple Title. Upon closing, the City shall own fee simple titles to the Properties.
- B. Covenants. The City shall execute and record all documentation necessary to ensure that the Properties are subject to a perpetual covenant running with the land requiring that the Properties be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, beach maintenance access/storage. Modification or removal of the covenants shall be via mutual consent of the parties.
- C. Future Sale, Lease, or Encumbrance of the Properties. The City shall not sell, lease, or encumber the Properties in any manner absent the written consent of the County. The intent of the Parties is to utilize the Properties for public recreational purposes. Should the City permit the Properties to be used or use the Properties in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in future agree to sell the property, the proportionate amount of funding expended to acquire, design/permit and construct the park shall be returned to the County/TDD.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

- A. Intent. The Parties intend that the Properties' development shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the "Public Beach Park"). The overall goal of Phase 1 of the Public Beach Acquisition Project is to increase the amount of beach available for use by the general public and the Public Beach Park shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.
- B. Development of the Public Beach Park.
 - a. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Park to develop a Public Beach Park that is consistent with this intent.

- b. Comprehensive Plan and Land Development Code. Development of the Public Beach Park shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the property. If not completed within 12 months of each closing the City shall reimburse the County for any funds expended to date.
- c. General Design Concepts of the Public Beach Park. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Park that is consistent with and furthers the overall intent of Phase 1 of the Public Beach Acquisition Project. The Public Beach Park's design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, and similar uses. Final design of the Public Beach Park shall be subject to the approval of both the Board of County Commissioners and the City Council at duly noticed public meeting(s).
- d. Demolition. The Properties' existing structures do not further the overall intent of Phase 1 of the Public Beach Acquisition Project. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this agreement and shall be issued no later than sixty (60) days from the closing of the first two properties under Phase 1. And, no later than 30 days after the closing of the third property contemplated herein.
- e. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions described in Section 5—59% to the County and 41% to the City. Such distributions shall be retained by the City for application towards applicable future costs for the demolition and/or design costs of the park.
- f. Design, Engineering, and Permitting of the Public Beach Park. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems

to be reasonably necessary to design, engineer, construct, and develop the Public Beach Park. Any surveying services may be issued after signature of this agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the signature of this Agreement, but may not be issued until after the closing of the first two properties. However, in any case such issuance shall occur within ninety (90) days of the first two closings under Phase I and may proceed in anticipation of the closing of the third property.

- g. Construction of the Public Beach Park. The City or County shall oversee the procurement and construction of the Public Beach Park. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference of less than 90 days and with an aggressive construction schedule.
- h. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

C. Rights and Obligations of the Parties in the Procurement Processes.

- a. Design and Permitting Procurement. Prior to initiating procurement intended to further development of the Public Beach Park, the County shall make all such procurement documents available to the City for inspection. The County shall be permitted to inspect the documents and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Public Beach Acquisition Project's overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B)(f) of this Agreement that are capable of furthering the development of the Public Beach Park.
- b. Pre-Construction Procurement Funding. The County shall be responsible for 59% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction. The City shall be responsible for 41% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction.

Construction costs and the final distribution of those costs shall be determined after preliminary engineering estimates for construction are received from the design and permitting phase. The Parties shall bring forth an amendment to this agreement for construction funding upon bringing forth the construction plans for approval.

SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Park and ensuring that it is kept in a condition permitting the general public to access and enjoy the Public Beach Park.
- b. Tourist Development Taxes. Although the Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Park. The City shall be permitted to request such funding, the Tourist Development Council and the County shall not be required to expend Tourist Development Taxes to maintain the Public Beach Park.
- c. Parking/Entry Fees or Permits. Because funding is being partially provided by Tourism Development Taxes, parking fees and park entry fees or permits shall not be permitted at the park, unless otherwise agreed to formally by the parties. If approved, the same parking/entry fee shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking fees, if collected, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park.
- d. Beach Vending. It is the general desire of the Parties for this Public Beach Park to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Park, unless otherwise agreed in writing by the Parties.
- e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.
- f. Operation. The City shall operate the Public Beach Park and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be considered encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Park.

- g. Revenue Generation. If any revenues are developed from the park, unless otherwise approved in writing by the Parties, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve this Public Beach Park.
- h. Signage/Information. The Public Beach Park design shall incorporate a permanently posted sign designating the Public Beach Park, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.

SECTION 10. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and the warranties and covenants described herein shall continue in perpetuity.

SECTION 11. RECORDS AND REPORTING.

- A. The City agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with Phase 1 of the Public Beach Acquisition Project.
- B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with Phase 1 of the Public Beach Acquisition Project.
- C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- D. The City agrees to include, in all contracts for services related to Phase 1 of the Public Beach Acquisition Project, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement,

and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 13. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 14. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 15. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 16. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 17. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 18. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 19. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N

Suite 102
Shalimar, FL 32579

As to the City as follows:

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

SECTION 20. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 21. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the City or County for work on the Phase 1 of the Public Beach Acquisition Project shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of Phase 1 of the Public Beach Acquisition Project and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on Phase 1 of the Public Beach Acquisition Project.

SECTION 23. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 24. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 25. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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

OKALOOSA COUNTY, FLORIDA

CITY OF DESTIN, FLORIDA

By: _____

Robert A. "Trey" Goodwin, III
Chairman



By: _____

Gary Jarvis, Mayor

Gary Jarvis

Date: _____

OCT 20 2020

Date: _____

10/19/20

ATTEST: _____

J.D. Peacock II, Clerk



ATTEST: _____

Rey Bailey, Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lynn M.

Hoshihara, County Attorney

Kyle S. Bauman, City Attorney

Kimberly Romano Kopp
City Land Use Attorney
City of Destin

Kimberly Romano Kopp, City Land Use
Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

Parcel A: Lot A, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel B: Lot B, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel C: Townhome Unit No. C, of Crystal Port Townhomes, according to the Plat thereof, as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

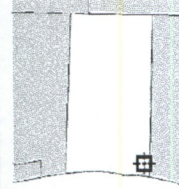
Parcel D: Lot D, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel E: Lot E, Crystal Port Townhomes, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel F: All Crystal Port Townhomes Common Area, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0590-0000-00CA	Physical Address	2942 OLD HWY 98 E	Land Value	\$0	Last 2 Sales			
Acres (GIS)	0.23	Address	DESTIN	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	RES COMMON	Mailing Address	EMERALD LTA-2 INC	Building Value	\$0	n/a	0	n/a	n/a
Taxing District	10		4100 LEGENDARY DR, STE 200	Misc Value	\$0	n/a	0	n/a	n/a
			DESTIN, FL 32541	Just Value	\$0				
				Assessed Value	\$0				
				Exempt Value	\$0				
				Taxable Value	\$0				

Date created: 5/21/2020
Last Data Uploaded: 5/21/2020 9:27:25 AM

Developed by  Schneider
GEO SPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #1

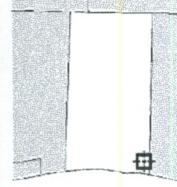
**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA
COUNTY, FLORIDA**

Property Street Address: 2968 Scenic Highway 98, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0020



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0584-0000-0020	Physical Address	2968 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales				
Acre	0.44	Mailing Address	GEMINI CAPITAL ACQUISITIONS	Ag Land Value	\$0	Date	8/4/2017	Price	\$100	Reason
(GIS)			11767 SOUTH DIXIE HWY	Building Value	\$1,033,230		6/26/2006		\$100	UNQUAL/FEDERAL/STATE/LOCAL GOV
Property	SINGLE FAM		SUITE 263	Misc Value	\$26,103					QUAL/CREDIBLE,VERIF/DOC/EVIDEN
Class			PINECREST, FL	Just Value	\$2,741,176					
Taxing	10		33156	Assessed Value	\$2,741,180					
District				Exempt Value	\$0					
				Taxable Value	\$2,741,180					

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM

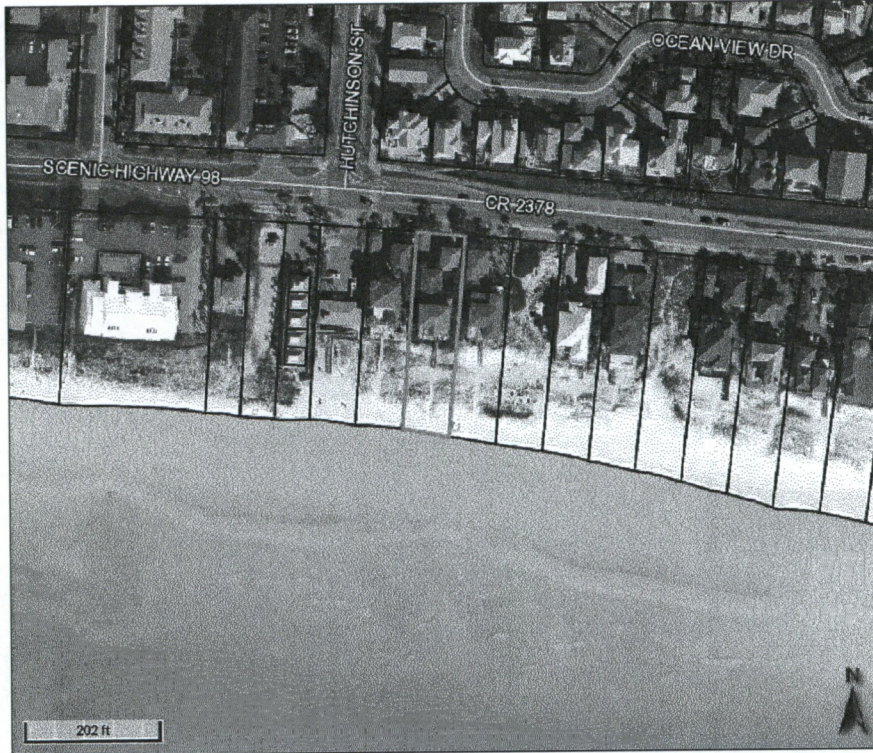
Developed by Schneider
GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

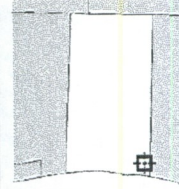
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: 2970 Scenic Highway 98 E, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0030



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0584-0000-0030	Physical Address	2970 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales				
Acres (GIS)	0.44	Mailing Address	KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550	Ag Land Value	\$0	Date	Price	Reason	Qual	
Property Class	SINGLE FAM			Building Value	\$890,466	5/9/2018	\$100	UNQUAL/CORRECTIVE/QCD,TD	U	
Taxing District	10			Misc Value	\$34,386	8/29/2014	\$2100000	QUAL/DEED EXAMINATION	Q	
				Just Value	\$2,606,699					
				Assessed Value	\$2,606,700					
				Exempt Value	\$0					
				Taxable Value	\$2,606,700					

Date created: 4/9/2020

Last Data Uploaded: 4/9/2020 4:03:23 AM

Developed by  Schneider
GEOSPATIAL

EXHIBIT "B"
ITEMIZED SCHEDULE OF EXPECTED CONTRIBUTIONS

	<i>City's Expected Contribution – 41%</i>	<i>County's Expected Contribution – 59%</i>	<i>Total</i>
<i>Crystal Port</i>	\$1,394,000.00	\$2,006,000.00	\$3,400,000.00
<i>Shores at Crystal Beach East Expansion #1</i>	\$1,599,000.00	\$2,301,000.00	\$3,900,000.00
<i>Shores at Crystal Beach East Expansion #2</i>	\$1,353,000.00	\$1,947,000.00	\$3,300,000.00
<i>Estimated Ancillary Closing Costs</i>	\$20,500.00	\$29,500.00	\$50,000.00
<i>Total</i>	\$4,366,500.00	\$6,283,500.00	\$10,600,000.00

RESOLUTION 21-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA DETERMINING AND FINDING THE NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES IN THE CITY OF DESTIN, FLORIDA; AUTHORIZING THE USE OF EMINENT DOMAIN PROCEEDINGS AS PERMITTED UNDER FLORIDA LAW TO ACQUIRE SUCH PROPERTY; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO INSTITUTE EMINENT DOMAIN PROCEEDINGS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, The City of Destin, Florida (the "City") is a Florida municipal corporation and political subdivision of the State of Florida and is authorized to construct and maintain public recreational uses and facilities, and is vested by law pursuant to Chapters 73, 74, 166, Florida Statutes, to acquire fee simple interest in privately owned lands which are necessary for public use; and

WHEREAS, the City's home rule powers and other applicable law including, but not necessarily limited to Chapter 166, Florida Statutes, grant authority to the City to provide for recreational uses within the City's municipal limits; and

WHEREAS, the City's City Council (the "Council") desires to provide ample public recreational uses and facilities for the benefit of its citizens; and

WHEREAS, the City in conjunction with Okaloosa County (the "County") has established a project known as the Crystal Beach Recreational Facilities (the "Project") for purposes of creating more public recreational facilities within the Crystal Beach Area; and

WHEREAS, as part of the Project, the City, with assistance of the Trust for Public Land, Inc., has acquired two parcels of property which has been partially funded by the County and partially funded by the City (Folio Ids: 00-25-22-0584-0000-0010 and 00-2S-22-0584-0000-0030) within the Crystal Beach Area for construction and establishment of recreational facilities and uses; and

WHEREAS, the parcels acquired by the City are not adjacent to each other, as there is a parcel in between the two parcels, and there is an immediate need to acquire the parcel in between the two previously purchased parcels to be able to construct and establish recreational facilities and uses; and

WHEREAS, it is necessary, beneficial, and desirable to have adequate recreational uses in the County and City available for the use and enjoyment by the residents and visitors of the City and County; and

WHEREAS, additional land is necessary for the completion of the Project and is within the City's municipal limits; and

WHEREAS, the property the City intends to acquire, by virtue of this Resolution, will be used for recreational uses as part of the Project; and

WHEREAS, the County and City have caused the area of construction of the Project to be identified, and has caused signed and sealed legal description and sketch for the property hereinabove described to be prepared, based upon and incorporating existing location data; and

WHEREAS, the legal description and survey of the property necessary to be acquired for the construction of the Project are attached hereto as Exhibit "A" and incorporated herein and such sufficiently describe and identify the property and interests reasonably necessary to be acquired from property owners for the public purpose of constructing the Project (this property shall heretofore be referred to as the "Property"); and

WHEREAS, the Council desires to utilize the provisions of Florida law, to the fullest extent possible, to accomplish the public purpose of acquiring the necessary parcel of real property at a price that is fair and reasonable; and

WHEREAS, the City and its Council has determined that it is necessary to acquire or utilize the Property within the Project area for to further the Project's purposes; and

WHEREAS, the County's Board of County Commissioners has adopted Resolution 21-103, supporting City's pursuit of this Property through voluntary acquisition or the powers of eminent domain; and

WHEREAS, the City and its Council has sought to acquire the Property by purchase from the owner without the necessity of instituting eminent domain proceedings; and

WHEREAS, the owner of said property has been or may be unwilling or unable to sell the Property required by the City for the Project; and

WHEREAS, The Council has determined that the actions taken herein are consistent with the goals, policies, and objectives of the City; and

WHEREAS, all of the conditions precedent to instituting eminent domain have been satisfied or will be prior to the filing of the requisite petitions.

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

Section 1. That each of the above Recitals set forth above are adopted as the findings of the Council and are hereby incorporated into this Resolution as if set forth in their entirety.

Section 2. The City, through the City Attorney and City Land Use Attorney's office, shall be authorized to institute eminent domain proceedings to acquire the necessary interest in the Property as it is more particularly described in Exhibit "A."

Section 3. The Council having considered the safety of the public, the cost of acquiring the parcel, the location, long term planning and environmental factors in acquiring and utilizing the Property specifically finds that the acquisition of the Property is reasonably necessary for parks, playgrounds, recreational centers, or other types of recreational purposes. Further the Council finds that it is in the best interest of the citizens of the City and the public generally, for the City to acquire the Property for the creation of recreational uses within that area of the City.

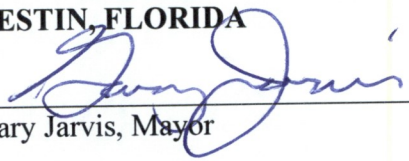
Section 4. The City Attorney and City Land Use Attorney's office are hereby authorized to institute a suit or suits in the name of the City and fully exercise the City's power of eminent domain for the purpose of acquiring the Property to the extent of the estate or interest set forth as a part of the parcel's description and is further authorized to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. However, no court actions to acquire the Property will be instituted until the expiration of any notice period to landowners required pursuant to applicable Florida Statutes. The City Attorney is authorized and directed to utilize and assert any and all constitutional and statutory authority of the City and the Council relative to the acquisition of the subject parcels including, but not necessarily limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

Section 5. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this 6th day of July, 2021.

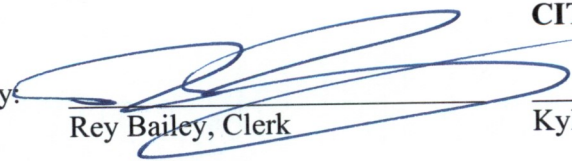
**CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA**

By:

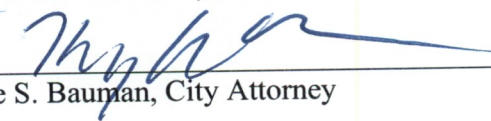

Gary Jarvis, Mayor

ATTEST:

By:


Rey Bailey, Clerk

**APPROVED AS TO FORM FOR THE
CITY OF DESTIN, ONLY:**


Kyle S. Bauman, City Attorney

(100' RIGHT-OF-WAY)



ZONES AS INDICATED IN SURVEY.

LEGAL DESCRIPTION

THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

FILE NO. 1064-4676123 DATED 07-31-2020
SCHEMATIC COMMENTS:

SITE CONTAINS 0.635 ACRES +/-

OKALOOSA COUNTY, FLORIDA

CURVE TABLE		
CURVE RADII	SEN. TA.	CHORD
C1 3716.02	67.21°	66.74
C2 3716.02	67.21°	900.50 (4.57) = 69.23
C3 3716.02	67.21°	66.93
C4 3716.02	67.21°	566.23 (4.57) = 56.67
C5 3716.02	67.21°	66.89
C6 3716.02	67.21°	560.18 (29.22) = 55.93



GRAPHIC SCALE



LEGEND

SOURCE OF INFORMATION
FATIG FILE NO. 1054-4876123

DESCRIPTION	PER ABOVE
-------------	-----------

(LOT 2, THE SHORES OF CRYSTAL BEACH)

SECTION	FOOTING	A.O.	RANGE
ORIGINALS ENCLOSURES		NONE	

UNRECORDED ENCLOSURES (NOT LOCATED)

SCALE 1"=30' SURVEY DATE 09/30/22

CHECKED BY _____

	F.B.	20-9	66	52-63	N.O.	2020-12
THE RECORD FOR 2020-21						

TYPE OF SURVEY	BOUNDARY
...	...

PURPOSE	MONTHS
DAN	

PAN
301-A FROG STREET FORT WORTH, TX 76104-1001

701 W. EOOD STREET, PORT WILTON Q

PANHANDLE ASSOCIATES INC

701-A EDGE STREET, FORT WALTON BEACH, FLORIDA 32547 (950) 964-1968 LAND SURVEYING BUSINESS LICENSE NO. 2355

EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION

Lot 2, the Shores of Crystal Beach, According to the Plat thereof as Recorded in Plat Book 13,
Page 82 of the Public Records of Okaloosa County, Florida

PROPERTY STREET ADDRESS

2968 Scenic Highway 98, Destin, FL 32541

PARCEL STREET ADDRESS

00-2S-22-0584-0000-0020

RESOLUTION 21- 103

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA SUPPORTING THE CITY OF DESTIN'S ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC USE, MORE SPECIFICALLY TO BE USED FOR PUBLIC BEACH ACCESS AND PUBLIC RECREATION WITHIN THE CITY OF DESTIN, IN OKALOOSA COUNTY.

WHEREAS, Okaloosa County has committed and provided Tourist Development Tax funds and assistance to the City to acquire gulf-front properties for the purpose of creating more public recreational facilities within the Crystal Beach Area (the "Project"); and

WHEREAS, the Project consisted of acquiring two properties to the east and one property to the west of an existing City Park called "Shore at Crystal Beach Park" as well as making continuous and comprehensive public recreational improvements for public beach access, tourism promotion, and recreational use on those acquired parcels; and

WHEREAS, the City, with the financial assistance/partnership of the County, has already acquired two properties within the Crystal Beach Area and demolition has been completed in furtherance of this Project; and

WHEREAS, the City has attempted to acquire the third property and previously entered into a voluntary Purchase and Sale Agreement, which the property owner since terminated; and

WHEREAS, the third property is a non-homesteaded, residential parcel of property used for vacation rental purposes and located at 2968 Scenic Highway 98, Destin, FL 32541 (the "Property"); and

WHEREAS, the Property, is one of two properties to the east, that lies between the existing City Park and the easternmost property recently acquired, otherwise interfering with a cohesive Project, to include but not limited to: affecting access, restricting improvement space, diminishing the value of the other public acquisition investments; and

WHEREAS, the City has determined it to be necessary to acquire the Property and will attempt to voluntarily acquire the Property. However, if necessary the City may utilize eminent domain to acquire the Property; and

WHEREAS, the City has requested the support of the County in this endeavor in addition to financial assistance, including providing title assistance as well as assistance of County staff and the County Attorney's Office in acquiring the Property voluntarily or through the use of eminent domain. However, the County would not be a party to any eminent domain lawsuit; and

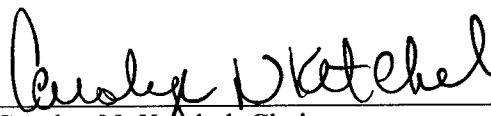
WHEREAS, the Board has determined that it is in the best interest of the residents of Okaloosa County to support the City of Destin in its pursuit of the Property for purposes of creating a continuous Crystal Beach Recreational Area as was originally planned when the other two properties were acquired.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Okaloosa County, Florida that:

1. The Board strongly supports the City of Destin's efforts to acquire 2968 Scenic Highway 98, Destin FL 32541, parcel id 00-2S-22-0584-0000-0020.
2. The County will contribute financially for the costs of said acquisition at the percentage participation levels defined in the City/County interlocal agreement for this project, including any additional costs of this extraordinary acquisition effort.
3. The Board authorizes County staff and the County Attorney's office to provide support to the City of Destin in the voluntary acquisition of the Property or to pursue eminent domain.

DULY PASSED AND ADOPTED THIS 15th DAY OF JUNE, 2021.

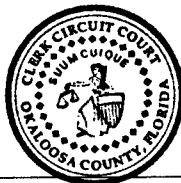
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By: 
Carolyn N. Ketchel, Chairman



ATTEST:

By: 
J.D. Peacock II, Clerk of Circuit Court



CONSTRUCTION PLANS FOR SHORES AT CRYSTAL BEACH PARK EXPANSION

FEBRUARY 2022

PREPARED FOR:



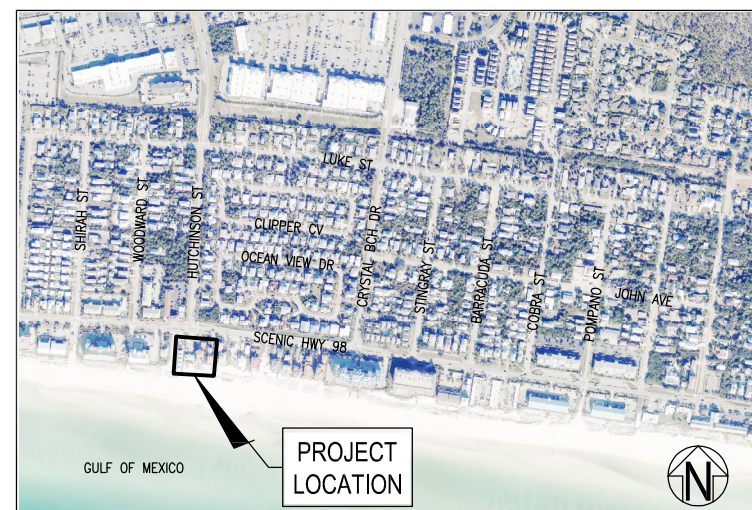
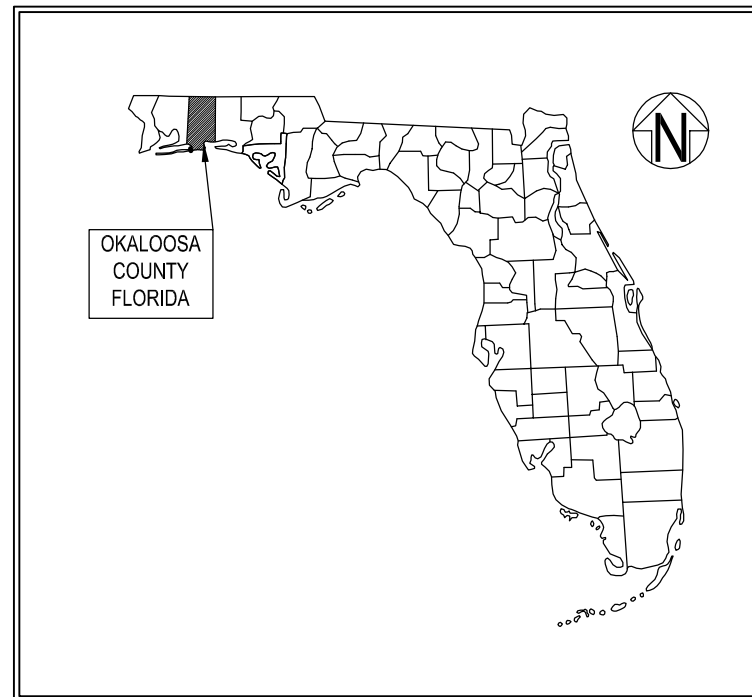
OKALOOSA COUNTY
COMMISSIONERS

PAUL MIXON
CAROLYN KETCHEL
NATHAN BOYLES (VICE CHAIRMAN)
TREY GOODWIN
MEL PONDER (CHAIRMAN)

COMMISSIONER DISTRICT 1
COMMISSIONER DISTRICT 2
COMMISSIONER DISTRICT 3
COMMISSIONER DISTRICT 4
COMMISSIONER DISTRICT 5

SHEET INDEX

G-000	COVER SHEET
G-001	GENERAL NOTES AND OVERALL SITE PLAN
C-100	SITE PLAN
C-101	EXISTING CONDITIONS, DEMOLITION & EROSION CONTROL PLAN
C-102	CONTROL PLAN
C-103	GRADING PLAN
C-104	UTILITY PLAN
C-105	STRIPING PLAN
C-900	DETAILS



LOCATION MAP
NOT TO SCALE

PREPARED BY



ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

ENGINEER'S PROJECT No.: 12105.01

30% SUBMITTAL

1. THE CONTRACTORS SHALL NOTIFY OKALOOSA COUNTY AND THE CITY OF DESTIN 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE OKALOOSA COUNTY ENGINEER SHALL BE COMPLIED WITHIN EVERY DETAIL.
3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.
4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.
5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. OKALOOSA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.
6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.
7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY OKALOOSA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.
8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. PROVIDE A STRAIGHT-END TAPER WHERE DROP CURB MEETS EXISTING RURAL SECTIONS.
10. ACCESS TO EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.
11. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE FDOT DESIGN STANDARDS.
12. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO FDOT STANDARDS.
13. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE OKALOOSA COUNTY TECHNICAL SPECIFICATIONS.
14. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
15. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE 10' OPEN LANE AT ALL TIMES. NO OPEN EXCAVATION SHALL REMAIN OVER NIGHT. CONTRACTOR SHALL RESTORE ROAD TO TWO LANES OF TRAFFIC AT THE END OF EACH WORK DAY.
16. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.
17. ONLY ACCESS TO THE ROAD R/W AND TEMPORARY WORK AGREEMENTS (TWA) AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.
18. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

BASKERVILLE--DONOVAN, INC
449 W MAIN ST
PENSACOLA, FLORIDA 32502
PH (850) 438-9661
19. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.
20. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

21. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.
22. MAINTENANCE OF TRAFFIC AS PER FDOT STANDARD PLANS INDEX 102..
23. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH OKALOOSA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING BRICK MAILBOX WITH APPROVED PLASTIC BREAK AWAY MAILBOX.
24. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.
25. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(i), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.
26. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.
27. HORIZONTAL DATA SHOWN HEREON ARE GRID PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH, ZONE 0903, RELATIVE TO THE NORTH AMERICAN DATUM 83/2007 (NAD 83/2007). VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
28. ALL CONCRETE DRIVEWAY TURNOUTS ARE TO BE CONSTRUCTED AS TYPE G1 PER FDOT STANDARD PLANS INDEX 522-003 UNLESS OTHERWISE NOTED ON THE PLANS.
29. ALL RAMPS, DRIVEWAYS, AND BUS STOPS MUST MEET ADA COMPLIANCE AND MUST BE BUILT TO CURRENT FLORIDA DESIGN STANDARDS.
30. TO FACILITATE EARTHWORK CALCULATIONS, PROPOSED DRAINAGE STRUCTURES AND PIPES ARE NOT SHOWN ON THE ROADWAY CROSS SECTIONS. REFER TO THE DRAINAGE STRUCTURE SHEETS FOR INFORMATION ABOUT THE PROPOSED STRUCTURES.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.
2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS INCLUDE:

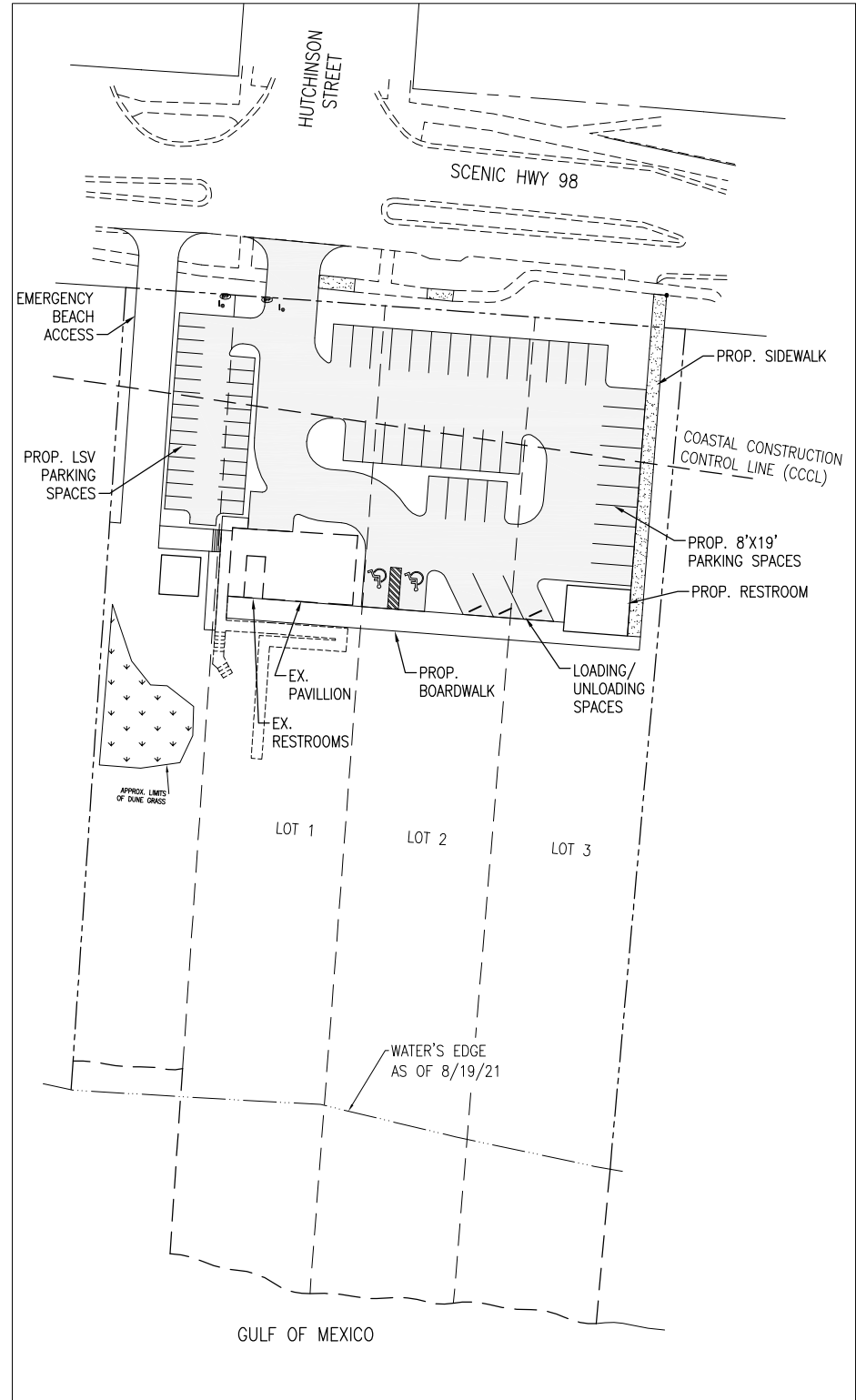
SEWER/WATER -
XXX
ADDRESS
XXXXXXXXXX PH: (XXX) XXX-XXXX

NATURAL GAS –
XXX
ADDRESS
XXXXXXXXXXXX PH: (XXX) XXX-XXXX

TELEPHONE - AT&T FLORIDA SUNSHINE STATE
XXX
ADDRESS
XXXXXXXXXX PH: (XXX) XXX-XXXX

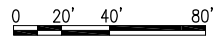
TRAFFIC DEPARTMENT -
XXX
ADDRESS
XXXXXXXXXX PH:(XXX) XXX-XXXX

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM – 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORKWORK.
4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.
5. ALL LOOP DETECTOR INSTALLATION SHALL BE DONE AS PER FDOT STANDARD PLANS INDEX 660-001.
6. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
7. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.



OVERALL SITE PLAN

SCALE: 1" = 40'



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

22219 PANAMA CITY BEACH PARKWAY, SUITE 200, PANAMA CITY BEACH, FL 32413 (850) 230-6150
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

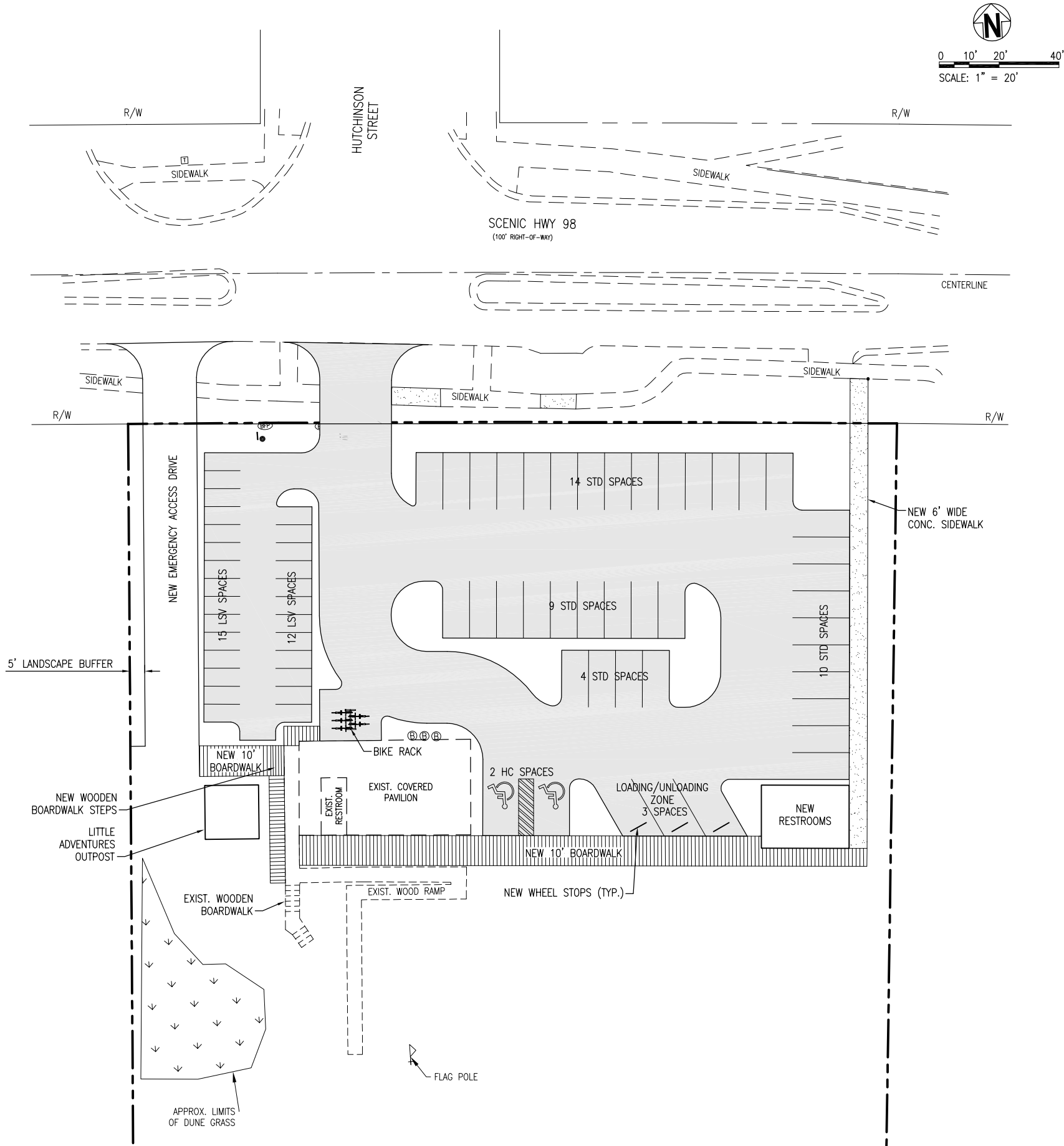
JEFFREY C. PETERMANN, P.E.
FL Reg. Engineer #77540

SHORE AT CRYSTAL BEACH PARK EXPANSION

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
12105.01				
DESIGNED BY: JCP				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: JCP				
DATE: FEB 2022				
NOT RELEASED FOR CONSTRUCTION BY				DATE

GENERAL NOTES AND OVERALL SITE PLAN

G-001



LEGEND

	NEW PAVEMENT
	NEW CONCRETE

SITE DATA TABLE

PARCEL ID:
00-2S-22-0590-000-00CA,
00-2S-22-0584-0000-0010,
00-2S-22-0584-000-0020,
00-2S-22-0584-0000-0030

LAND USE:
MIXED USE: (CURRENT)
MIXED USE: (FUTURE)
ZONING: COASTAL CENTER

FLOOD ZONE: X * & ZONE VE 16

BUILDING SETBACKS REQUIRED:
FRONT = 25 FEET
SIDE = 15 FEET
REAR = 20 FEET
(6.11.04 DESIGN STANDARDS WITHIN THE US 98
& US 331 SCENIC CORRIDOR OVERLAY DISTRICT)

BUILDING SETBACKS PROVIDED:
FRONT = 25 FEET
SIDE = 50.85 FEET MIN.
REAR = 67.64 FEET

BUILDING INFORMATION: PROPOSED NEW RESTROOM FACILITY
BUILDING HEIGHT:
ALLOWED: 50'
PROPOSED: 15'
BUILDING STORIES:
ALLOWED: 5
PROPOSED: 1

GROSS FLOOR AREA: _____ SQ. FT.

TOTAL SITE AREA: _____ SQ. FT. OR _____ AC.

MAX. FLOOR AREA RATIO: ____%

FLOOR AREA RATIO PROPOSED: ____%

IMPERVIOUS AREA ALLOWED: _____ SQ. FT. OR ____%

IMPERVIOUS AREA PROPOSED: _____ SQ. FT. OR ____%

OPEN SPACE PROVIDED: _____ SQ. FT.

PARKING

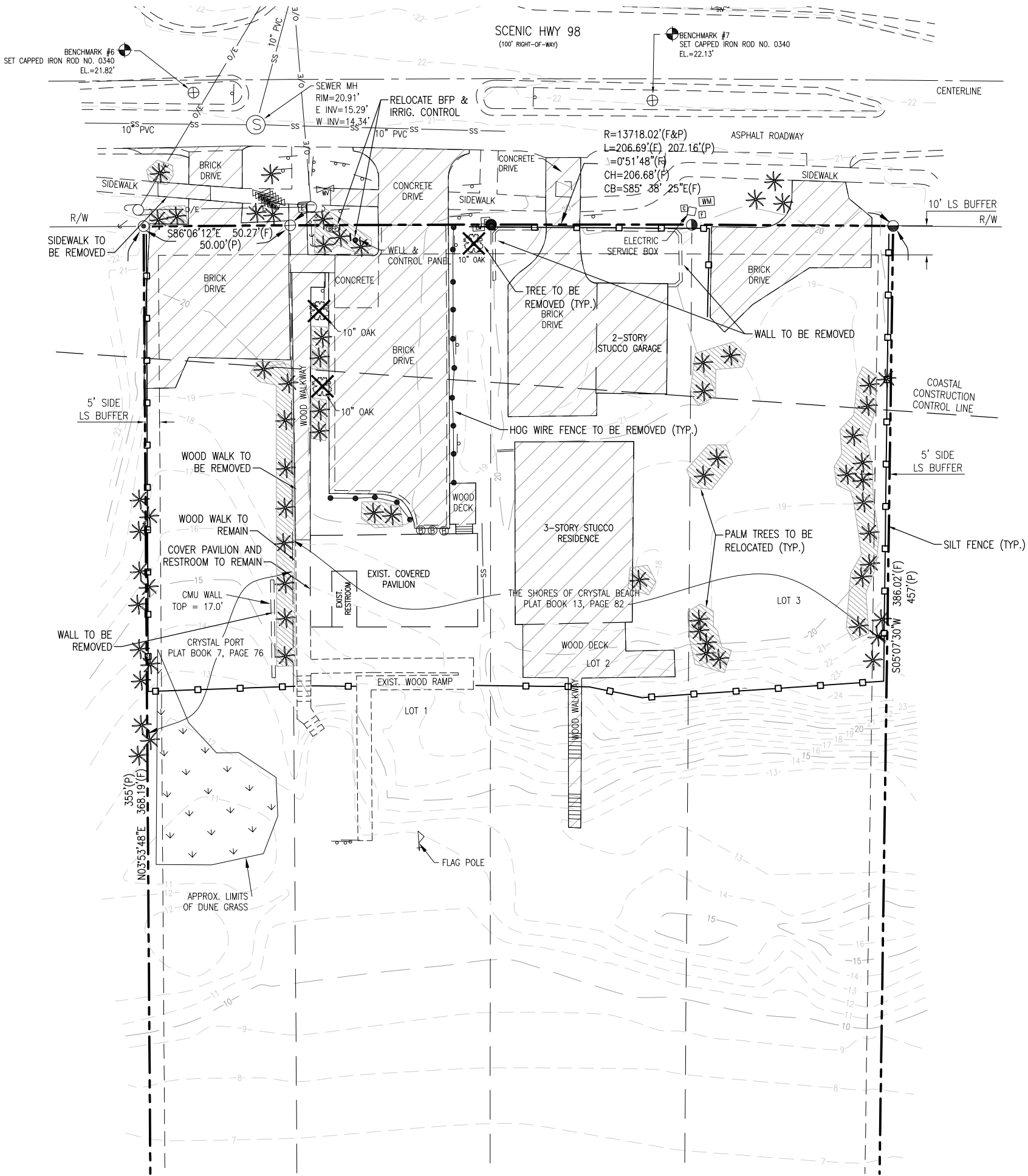
PARKING REQUIRED:
___ SPACE PER ___ = ___

PARKING PROVIDED:
37 REGULAR SPACES
2 ADA SPACES
27 LSV SPACES
5 BICYCLE PARKING SPACES
(VARIANCE No. 20-000013)

VEHICULAR USE LANDSCAPING PROVIDED:
6501 SF AND 19%

* THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X (NO MINIMUM
FLOOD ELEVATION REQUIRED) AS DETERMINED FROM FEMA FLOOD
INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12131C0538H,
REVISED DECEMBER 30, 2020.

BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 22219 PANAMA CITY BEACH PARKWAY, SUITE 200 PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-00000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	JEROME C. PETERMAN, P.E. FL Reg. Engineer #77540	SHORE AT CRYSTAL BEACH PARK EXPANSION			
		SITE PLAN			
PROJECT NO: 12105.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
DESIGNED BY:					
DRAWN BY:					
CHK'D BY:					
PROJ. MGR.: JCP					
DATE: FEB 2022					
NOT RELEASED FOR CONSTRUCTION BY				DATE	/ /
C-100					



0 10' 20' 40'

SCALE: 1" = 20'

LEGEND

R/W

—

RIGHT-OF-WAY

INV.

—

INVERT

EL.

—

ELEVATION

O.R.

—

OFFICIAL RECORDS BOOK

(P)

—

PLAT

(F)

—

FIELD

(D)

—

DEED

R

—

RADIUS

Δ

—

DELTA

L

—

LENGTH

C

—

CHORD

CH

—

CHORD BEARING

⊕

—

SET CAPPED IRON ROD #0340

⊙

—

EXISTING CAPPED IRON ROD #0340

⊙

—

EXISTING CAPPED IRON ROD #7209

⊙

—

EXISTING CAPPED IRON ROD #3724

⊙

—

EXISTING CAPPED IRON ROD #7641

⊙

—

EXISTING CAPPED IRON ROD (ILLEGIBLE)

⊙

—

EXISTING IRON ROD (UNNUMBERED)

85

—

CONTOUR ELEVATION AT 1' INTERVALS

85.4

—

SPOT ELEVATION

—

—

GAS LINE

SS

—

SANITARY SEWER LINE

W

—

WATER VALVE

WM

—

WATER METER

BFP

—

BACKFLOW PREVENTER

IRV

—

IRRIGATION CONTROL VALVE

S

—

SANITARY SEWER MANHOLE

T

—

TELEPHONE PEDESTAL

⊙

—

BOLLARD

⊙

—

POWER POLE

⊙

—

GUY ANCHOR

⊙

—

SINGLE SUPPORT SIGN

⊙

—

MULTIPLE SUPPORT SIGN

EM

—

ELECTRIC METER

C

—

CABLE PULL BOX

F

—

ELECTRIC PULL BOX

F

—

FIBER OPTIC PULL BOX

—

—

FLAG POLE

*

—

PALM TREE

*

—

TREE (TYPE & SIZE AS NOTED)

*

—

PALM TREES TO BE RELOCATED

X

—

OAK TREE TO BE REMOVED

—

—

TO BE REMOVED

20

—

EXIST. MAJOR CONTOUR

21

—

EXIST. MINOR CONTOUR

SS

—

EXIST. SANITARY SEWER MAIN

O/E

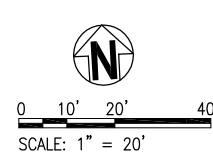
—

EXIST. OVERHEAD ELECTRIC

—

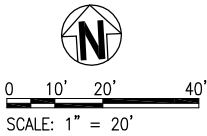
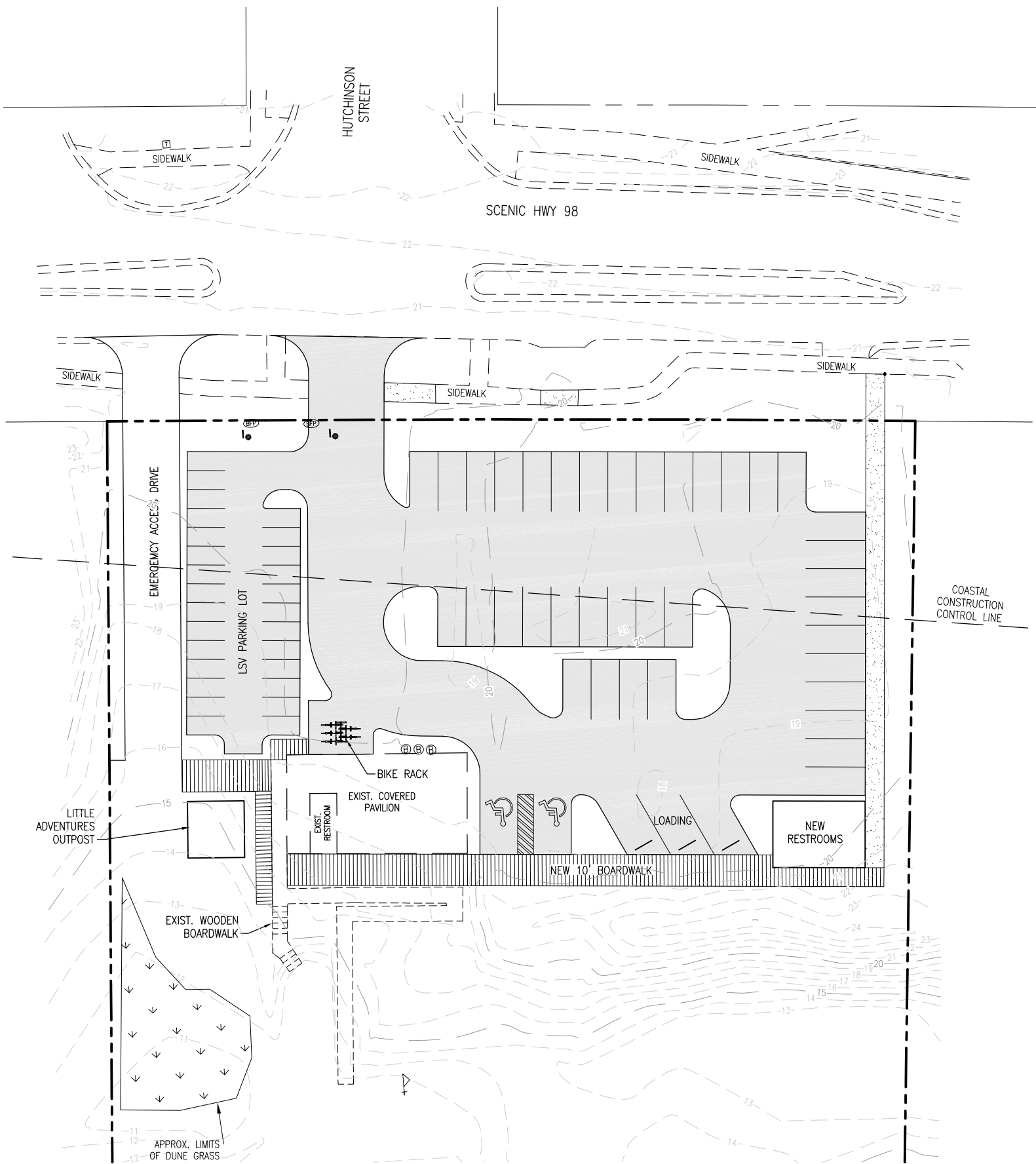
—

SILT FENCE

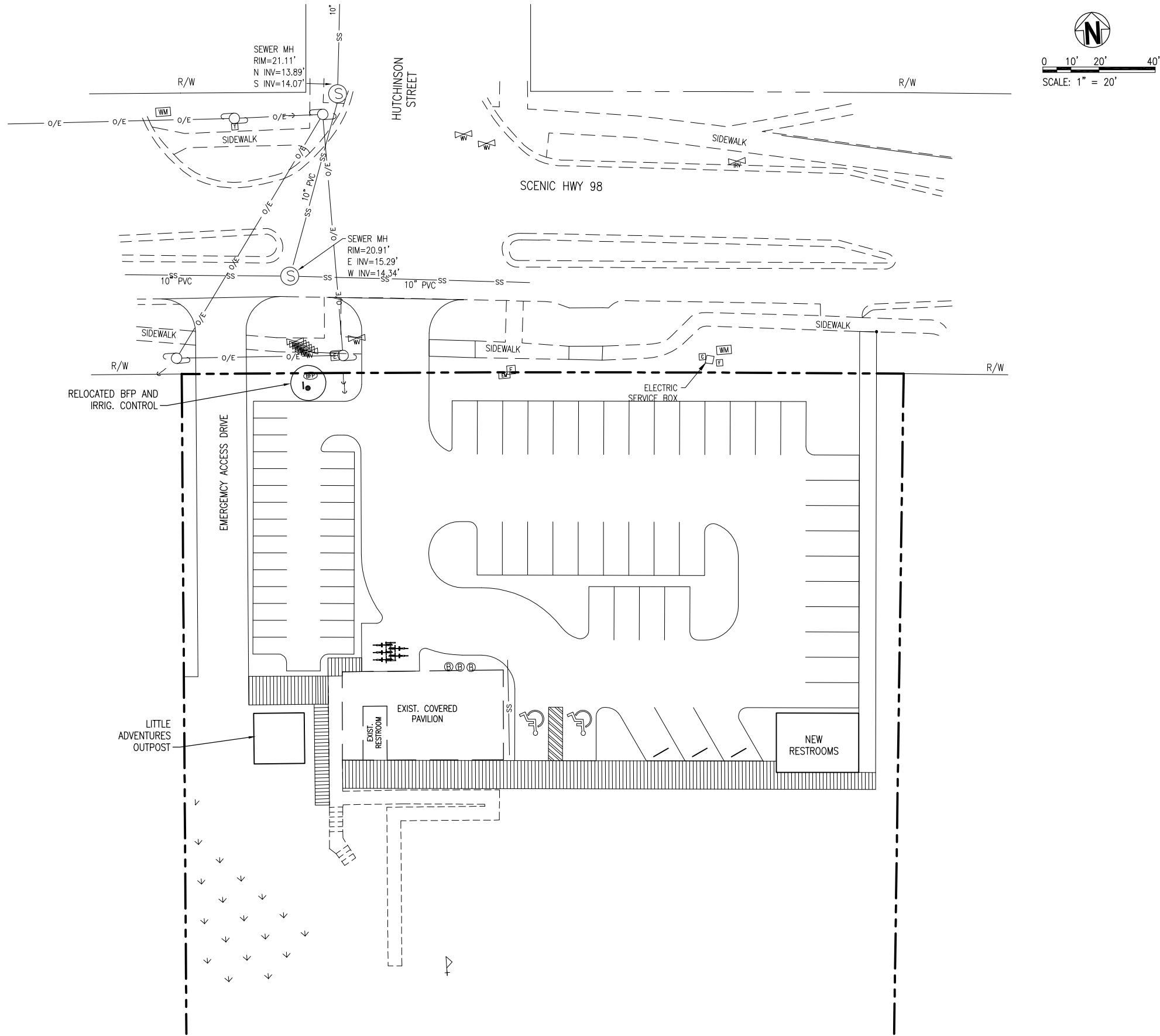


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	37.70'	24.00'	90°00'00"	33.94'	S40°34'52"E
C2	21.82'	24.00'	52°05'52"	21.08'	N59°31'56"W
C3	21.82'	24.00'	52°05'51"	21.08'	S59°31'56"E
C4	37.70'	24.00'	90°00'00"	33.94'	N49°25'08"E

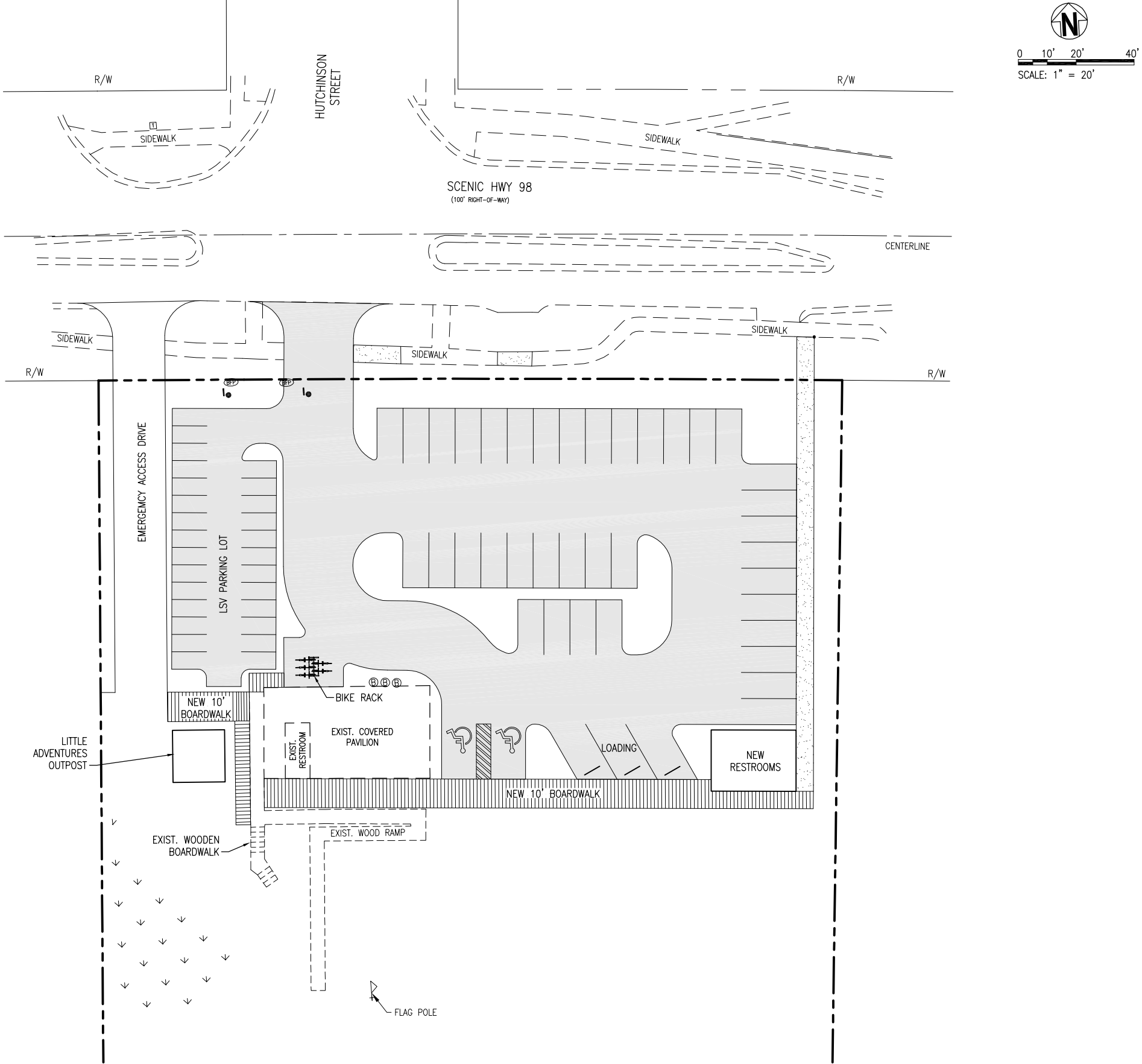
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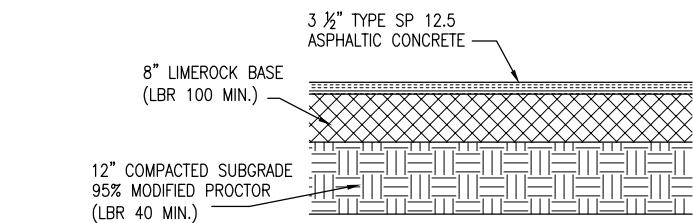
GRADING & DRAINAGE PLAN	PROJECT NO:	12105.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY:						
	DRAWN BY:						
	CHK'D BY:						
	PROJ. MGR: JCP						
DATE: FEB 2022	NOT RELEASED FOR CONSTRUCTION BY		DATE				
C-103							
SHORE AT CRYSTAL BEACH PARK EXPANSION							
 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 22219 PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-00000340 Pensacola - Panama City Beach - Tallahassee - Mobile JEFFREY C. PETERMAN, P.E. FL Reg. Engineer #77540							
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 22219 PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-00000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.							



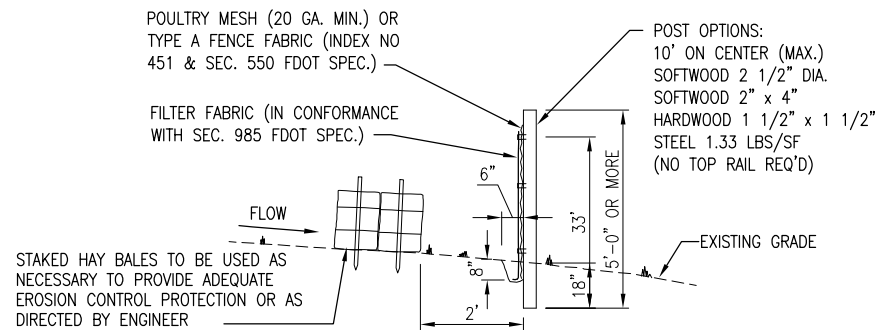
UTILITY PLAN	PROJECT NO:	12105.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY:						
	DRAWN BY:						
	CHK'D BY:						
	PROJ. MGR:	JCP					
	DATE:	FEB 2022	NOT RELEASED FOR CONSTRUCTION BY		DATE	/ /	
C-104	SHORE AT CRYSTAL BEACH PARK EXPANSION						
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 22219 PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-00000340 Pensacola - Panama City Beach - Tallahassee - Mobile Jeffrey C. Petermann, P.E. FL Reg. Engineer #77540							



C-105 STRIPING PLAN	PROJECT NO. 12105.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY:				
	DRAWN BY:				
	CHK'D BY:				
	PROJ. MGR.: JCP				
DATE: FEB 2022	NOT RELEASED FOR CONSTRUCTION BY _____ DATE: _____				



STANDARD ASPHALT PARKING LOT
PAVEMENT SECTION
NOT TO SCALE

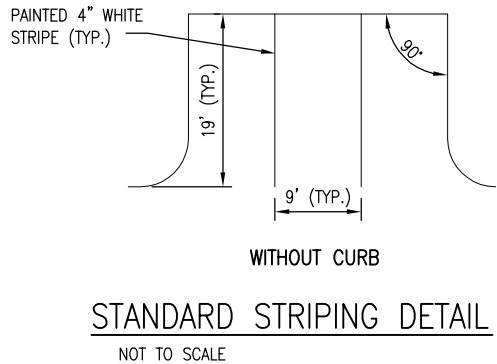


SILT FENCE NOTES:

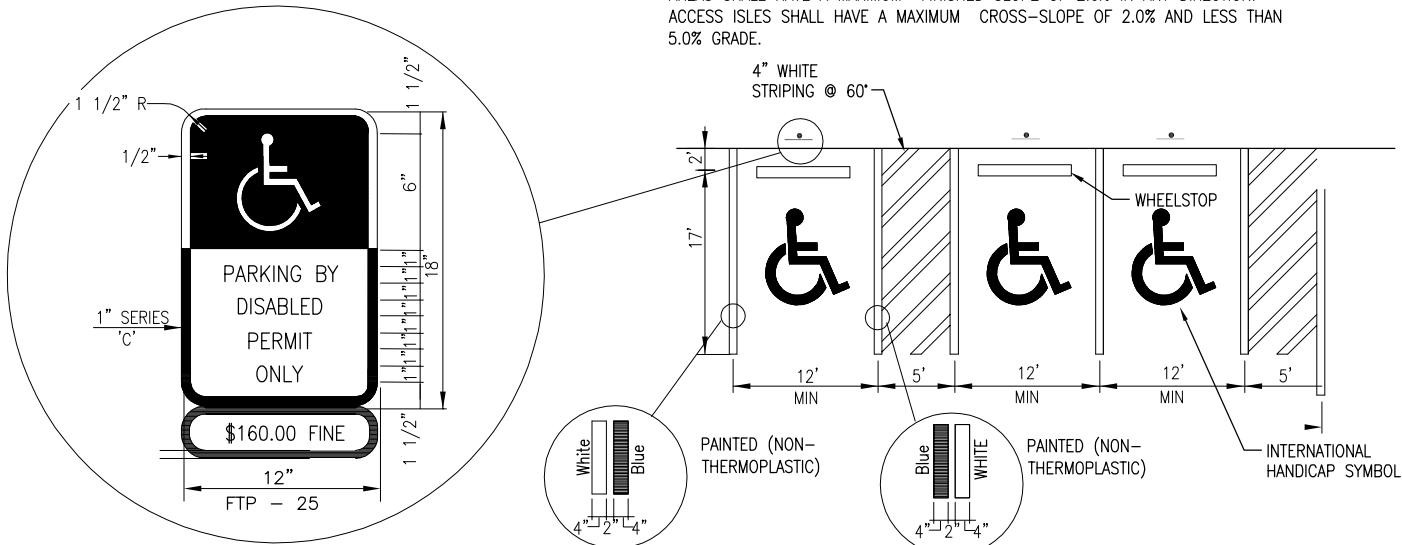
1. FABRIC TO BE PLACED FACING DRAINAGE FLOW
2. FABRIC TO BE PLACED IN A 6" WIDE x 8" DEEP CONTINUOUS TRENCH, THEN BACKFILLED
3. ALL LUMBER TO BE PRESSURE/PRESERVATIVE TREATED
4. SILT FENCE TO BE INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. SILT FENCE TO REMAIN UNTIL 100% PROJECT GRASSING (STABILIZATION) IS ACHIEVED
5. PREFABRICATED SILT FENCES ARE PERMITTED AS LONG AS THEY MEET OR EXCEED FDOT SPECIFICATIONS.

TYPE IV SILT FENCE DETAIL
NOT TO SCALE

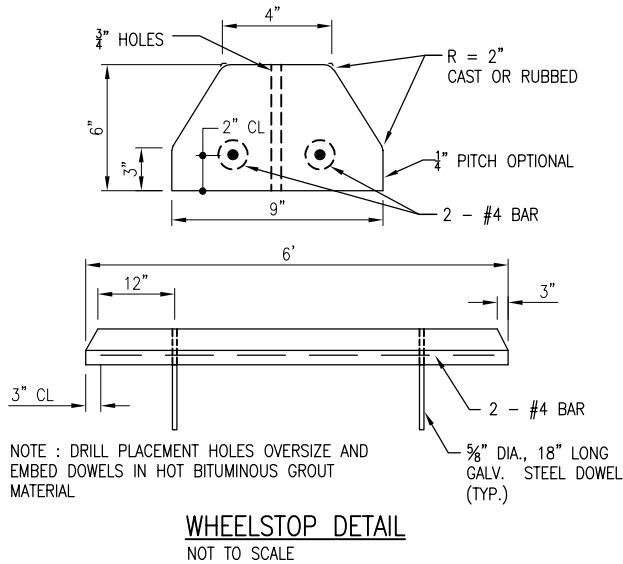
C-900 DETAILS	PROJECT NO: 12105.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY:				
	DRAWN BY: RGG				
	CHK'D BY:				
	PROJ. MGR: JCP				
	DATE: FEB 2022				
		NOT RELEASED FOR CONSTRUCTION BY DATE / /			
SHORE AT CRYSTAL BEACH PARK EXPANSION					
 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 22219 PANAMA CITY BEACH PARKWAY, SUITE 200, PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile					
JEFFREY C. PETERMAN, P.E. FL Reg. Engineer #77540 This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.					



- NOTES:
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
 2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
 3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
 4. FTP 25 MAY BE SUBSTITUTED FOR THE FTP 26 IN AREAS WHERE SPACE IS LIMITED.
 5. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN).

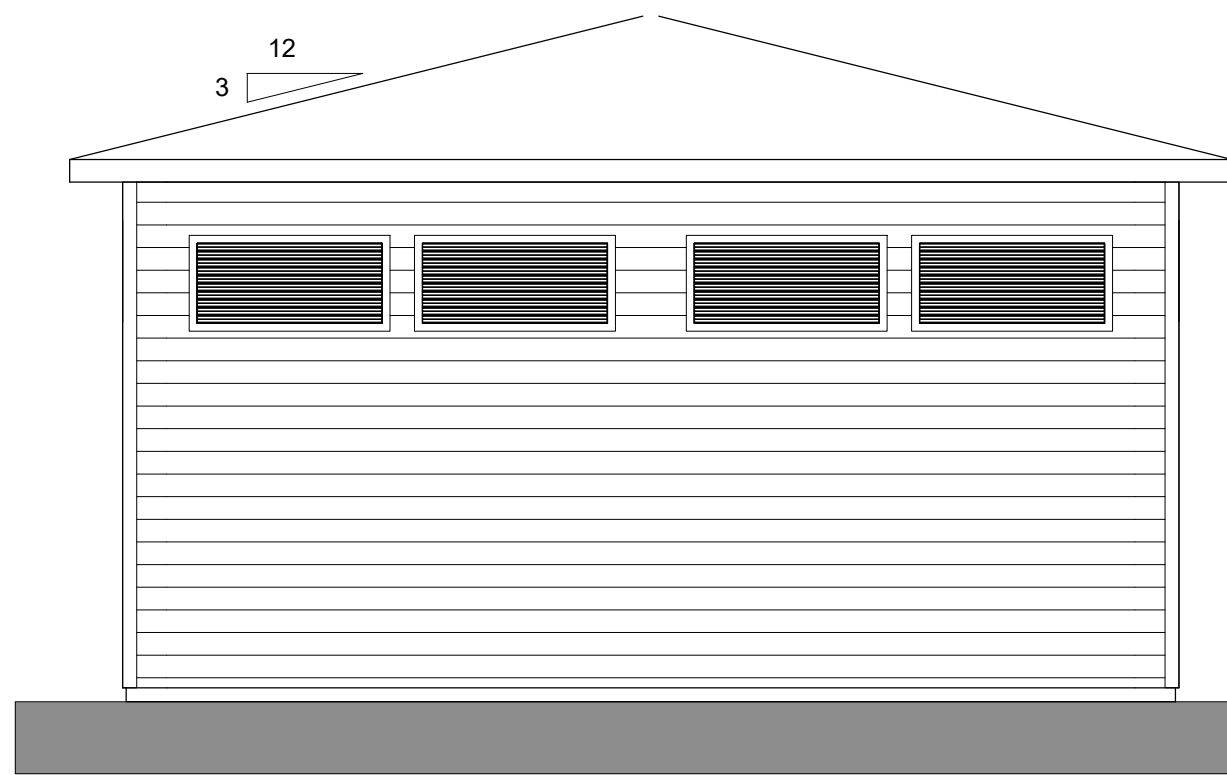


- NOTES:
1. EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY," OR BEARING BOTH SUCH SYMBOL AND CAPTION. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
 2. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION. CONTRACTOR SHALL INSURE THAT ALL HANDICAPPED PARKING AREAS SHALL HAVE A MAXIMUM FINISHED SLOPE OF 2.0% IN ANY DIRECTION. ACCESS ISLES SHALL HAVE A MAXIMUM CROSS-SLOPE OF 2.0% AND LESS THAN 5.0% GRADE.

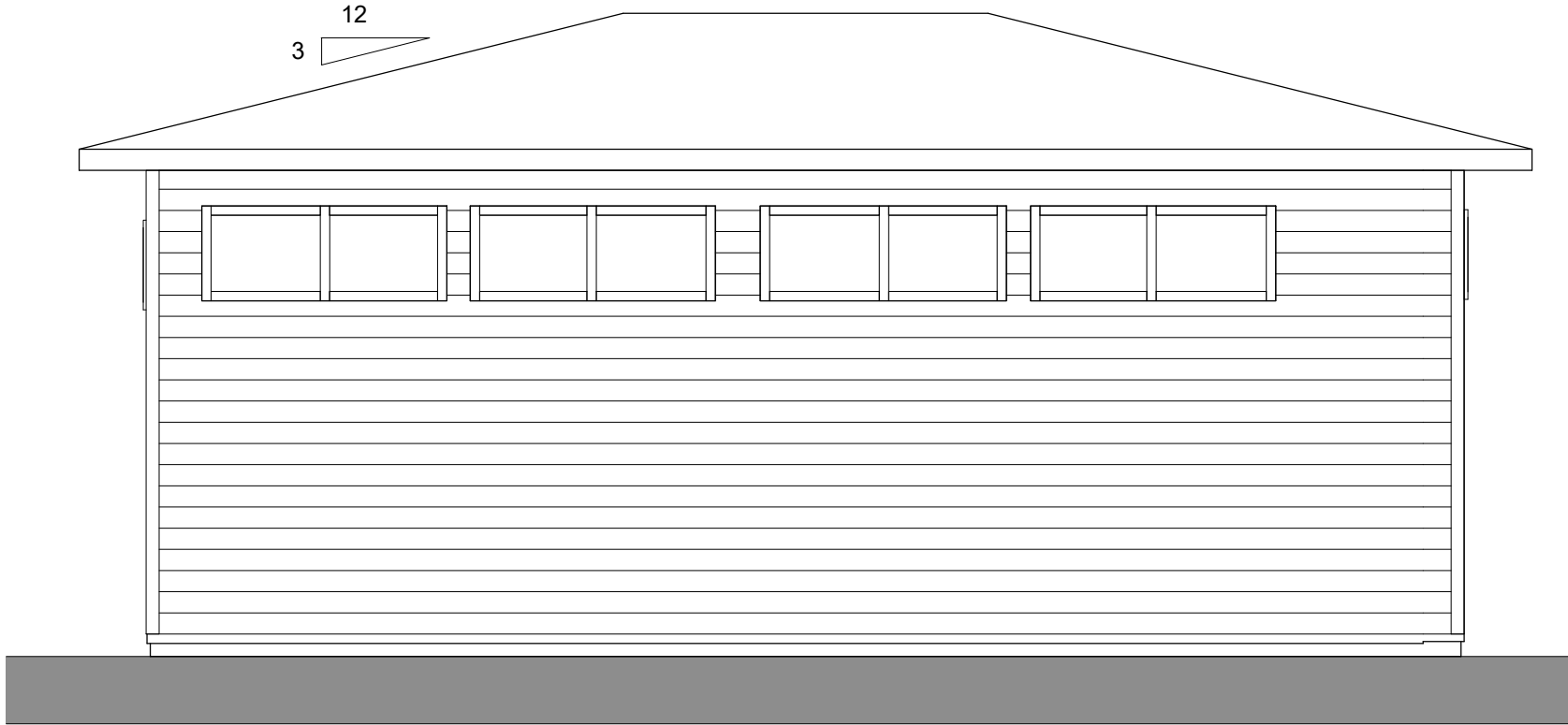


PROJECT NO:	NO.	DATE	APPR.	REVISION / ACTION	TAKEN
12105.01					
DESIGNED BY:					
DRAWN BY: RGG					
CHK'D BY:					
PROJ. MGR: JCP					
DATE: FEB 2022					
				NOT RELEASED FOR CONSTRUCTION BY	DATE

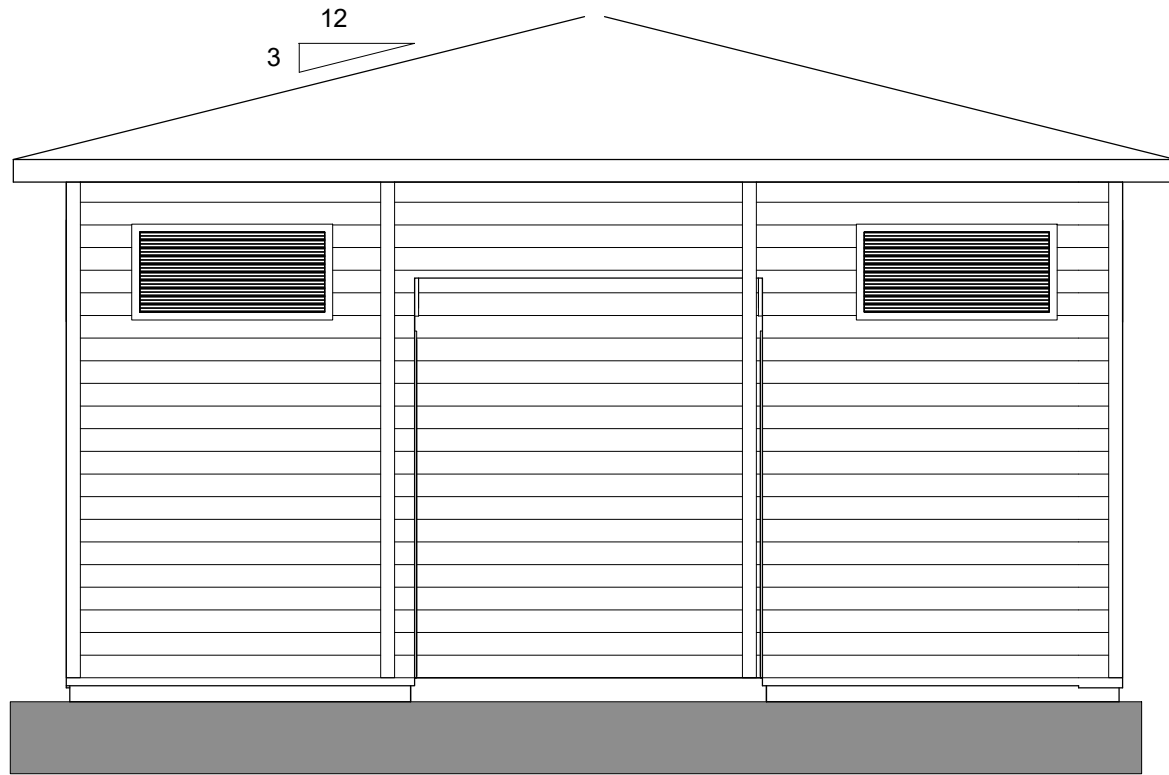
Z:\Projects\A-H\B01 Destin Pavilion\24136 Crystal Beach SH2.dwg, Jun 12, 2022 -- 4:33:58PM, Mike



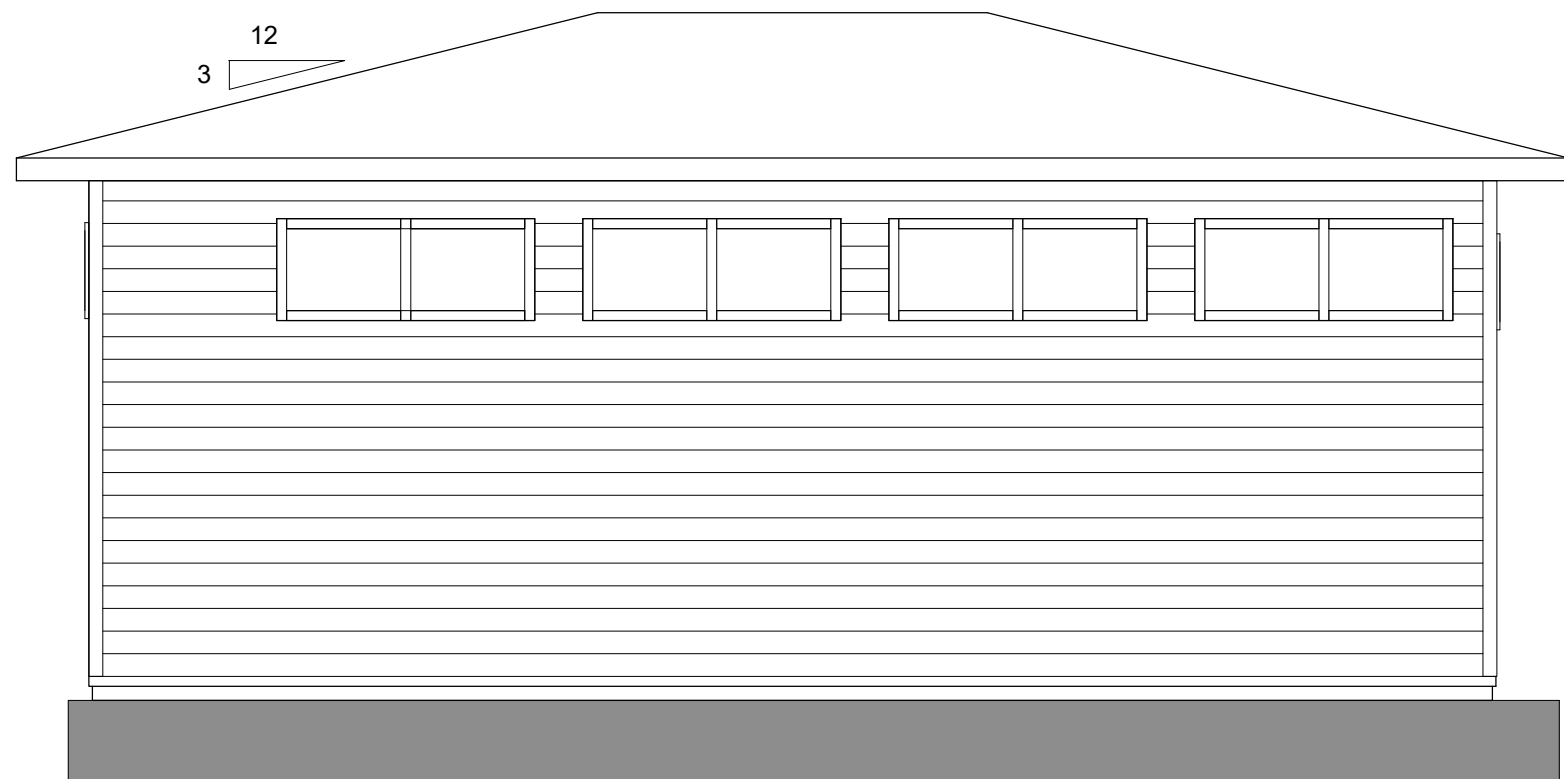
2 EAST ELEVATION
1/4" = 1'-0"



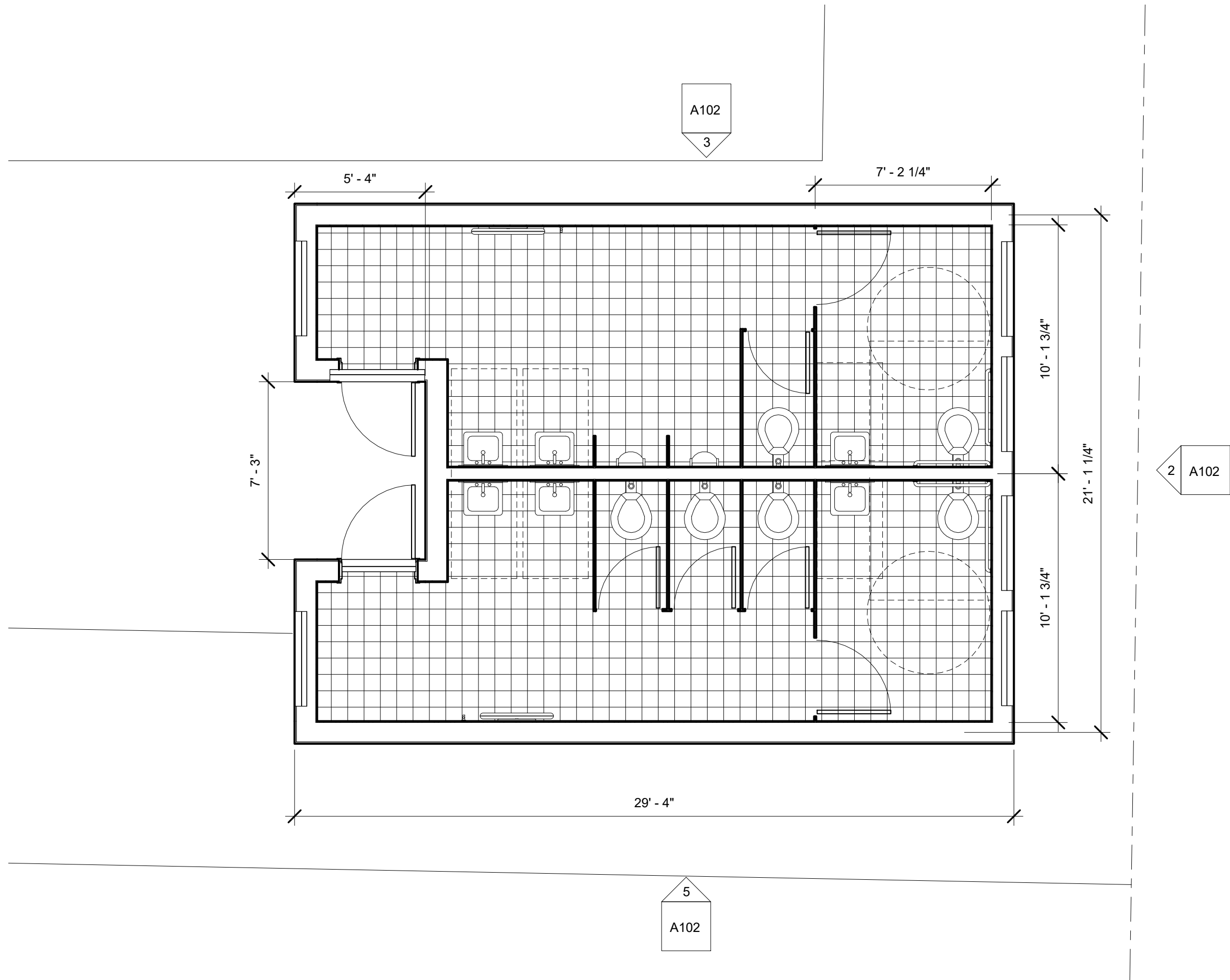
3 NORTH ELEVATION
1/4" = 1'-0"



4 WEST ELEVATION
1/4" = 1'-0"



5 SOUTH ELEVATION
1/4" = 1'-0"



1 FLOOR PLAN
1/4" = 1'-0"

**BASKERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND ENGINEER

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
12105.01				
SCALE:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR:				
DATE:				

PREPARED FOR & CERTIFIED TO:
OKALOOSA COUNTY



Board of County Commissioners
Finance Division
101 E James Lee Blvd, Room 108
Crestview, Florida 32536
FEID# 59-6000765



INVOICE

TO:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Invoice Date:

March 11, 2022

Reference:

County Contract # C21-3007-BCC
INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE CITY OF DESTIN FOR
ACQUISITION, DEVELOPMENT, MAINTENANCE, AND OTHER MATTERS RELATED TO PHASE
1 OF THE PUBLIC BEACH ACQUISITION PROJECT

Services Performed:

Pursuant to Section 8.C.b., Pre-Construction Procurement Funding, the City shall be responsible for 41% of the costs of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction.

Date	Invoice	Purpose	Description	City 41%	County 59%	Total
11/2/21	BDI inv 96263	D Ancillary Costs	Prof Svcs 10/1/21-10/31/21	1,515.03	2,180.17	3,695.20
2/3/22	BDI inv 96486	D Ancillary Costs	Prof Svcs 11/1/21-1/31/22	14,279.32	20,548.28	34,827.60
				15,794.35	22,728.45	38,522.80

Baskerville-Donovan, Inc. task order and invoices attached hereto.

Amount Due:

\$15,794.35

OK TO PAY

PO# _____ VENDOR# _____

AMOUNT _____

ORG _____ OBJ _____

PROJECT _____

APPROVER / DATE _____

Payment is due within 30 days.

Make check payable to: Okaloosa County Board of County Commissioners
Remit payment to: Finance Division, 101 E James Lee Blvd, Room 108, Crestview, Florida 32536

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 05

TASK ORDER AMOUNT: \$ 272,500

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.
FIRM'S NAME

CONTRACT#: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENG SERVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

Note: contract extended through
9/2023 via Board action 9/7/21

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

T. Keith Hill

SIGNATURE

President & COO

TITLE

6.21.2021

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Jason T. Autrey,
P.E., C.P.M.

Digitally signed by Jason T.
Autrey, P.E., C.P.M.
Date: 2021.06.23 20:31:24 -0500

SIGNATURE

Public Works Director

TITLE

06.23.2021

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2021.06.24 14:36:31
-0500

COUNTY ADMINISTRATOR (if applicable)

06.24.2021

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde
Date: 2021.06.24 08:42:55 -0500

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas
Date: 2021.06.24 09:07:31 -0500

OMB Director/DATE

06.24.2021

DATE

Charles L. Kitchel
CHAIRMAN (if applicable)

JUL 06 2021

DATE



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements:

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: May 2, 2022
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: April 24, 2022

SUBJECT: Second reading of Ordinance 22-07-LC, which provides for amendments to Article 7 of the Land Development Code to provide minimum requirements for non-residential components in the Town Center Mixed-Use zoning district.

I. BACKGROUND: On April 15, 2019, City Council approved Ordinance NO 19-07-LC which clarified the purpose and intent of the Town Center Mixed Use (TCMU) district “to encourage multi-family developments to include appropriate non-residential components in furtherance of the mixed-use nature of the zoning district.” On April 4, 2022, City Council Directed Staff to bring an Ordinance to City Council with an appropriate development ratio of non-residential space to residential space for development in the TCMU district. In this regard, staff presented an ordinance that required a minimum of 10% nonresidential component to such residential developments in general, and a 20% minimum nonresidential component for properties along the City's U.S. 98 commercial corridor.

On April 11, 2022, at the regularly scheduled City Council Meeting, the City Council directed staff to include in the 20% requirement properties that primarily access Main Street. Therefore, Ordinance 22-07-LC has been updated to include Main Street along with US 98 in the proposed 20% nonresidential component requirement for the TCMU.

II. DISCUSSION: Staff conducted research of various developments, Urban research firms, and other municipalities Land Development Codes, and has the following recommendations:

For properties in the TCMU zone that directly abut or are directly accessed or primarily accessed from Highway 98/Harbor Blvd or Main St., a minimum of 20% of the gross floor area of a site or development should consist of non-residential leasable space.

For properties in the TCMU zone that do not directly abut or only have secondary access from Highway 98/Harbor Blvd or Main St., a minimum of 10% of the gross floor area of a site or development should consist of non-residential leasable space.

This range is appropriate as it remains flexible enough for developers to respond to the market demands of the region while also implementing the intent of the Comprehensive Plan Designation and Zoning District. Developers would have the ability to provide more non-residential leasable space.

A. Link to Strategic Goals / Objectives: #5. Economic development and revitalization

B. Effect on Budget (EOB): Not applicable

C. Level of Service (LOS): Not applicable

III. CONCLUSION: By approving Ordinance 22-07-LC the City will further LDC compliance with the Comprehensive Plan and Ord. No 19-07-LC. Approval will also provide developers with a clear standard for required land use minimums in the Town Center Mixed Use zone and the City will continue to take steps to establish the Town Center District as the City's mixed use and commercial corridor.

IV. RECOMMENDED MOTION: I move that the City Council approve and adopt Ordinance 22-07-LC on second reading, as presented.

Attachments:

1. TCMU 2022 07 LC

ORDINANCE NO. 22-07-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO PROVIDE MINIMUM REQUIREMENTS FOR NONRESIDENTIAL COMPONENTS IN THE TOWN CENTER MIXED USE ZONING DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 13 of the City's Comprehensive Plan provides the following definition of "mixed use": "*[I]n land use and transit planning, [mixed use] generally refers to different compatible land uses located within a single structure or in proximity to each other;*" and

WHEREAS, the purpose of the Town Center Mixed Use zoning district is to provide a mixed-use area that encourages commercial uses along U.S. Highway 98; and

WHEREAS, the City Council desires to encourage that multi-family residential development in the zoning district include nonresidential components; and

WHEREAS, on April 15, 2019, the City Council adopted Ordinance 19-07-LC, acknowledging the intent to include nonresidential components to proposed multi-family developments to be located within the district; and

WHEREAS, Section 7.12.06 of the Land Development Code currently provides that the intent of the TCMU zoning district is to encourage multi-family developments to include appropriate non-residential components in furtherance of the mixed-use nature of the zoning district; and

WHEREAS, the City Council has determined that Section 7.12.06 of the Land Development Code should be clarified to include minimum requirements for such nonresidential components in furtherance of this underlying intent; and

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

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

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

Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS

Section 7.12.06 of the Land Development Code is hereby amended as follows:

Q. *Town Center Mixed Use (TCMU)*. The Town Center Mixed Use zoning district implements Future Land Use Element Policy 1-2.4.3(1), Town Center Mixed Use of the Comprehensive Plan.

1.Purpose and intent. The Town Center Mixed Use zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate permanent multi-family attached residential dwelling units; retail; service; restaurant; office; and similar commercial uses. It is the intent of the TCMU zoning district to specifically not allow permanent or seasonal single-family residential uses. It is also the intent of the TCMU zoning district to encourage multi-family developments to include appropriate non-residential components in furtherance of the mixed-use nature of the zoning district. All multi-family developments within the TCMU zoning district shall contain a minimum nonresidential square footage of ten percent (10%) of the total square footage per structure or square footage of all structures located in proximity to each other within the site or development; except that for any property that has direct access to, is primarily accessed from, or directly abuts either Harbor Boulevard/U.S. 98, or Main Street, all such multi-family developments shall contain a minimum nonresidential square footage of twenty percent (20%) of the total square footage per structure or square footage of all structures located in proximity to each other within the site or development. Commercial hotel, motel, bed and breakfast establishments and other commercial transient living accommodations and seasonal multi-family attached residential dwelling units are only allowed on properties that have direct or secondary access to Harbor Boulevard/U.S. Highway 98. It is intended that the TCMU zoning district provide for increased buffering and setbacks from nearby residential and mixed use developments.

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of _____, 2022.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Land Use Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: April 25, 2022

SUBJECT: First reading of Ordinance 22-06-LC, which changes the list of permitted uses in the Industrial zoning district to allow for one custodian or nightwatchman dwelling per industrial site and establishes maximum square footage for the dwelling unit.

I. BACKGROUND: Comprehensive Plan Objective 1-2.5 establishes the purpose and intent of the Industrial zone within the City of Destin. The supporting Policy 1-2.5-1 does not consider residential development within the zone. However, the policy clearly states this does not prohibit a dwelling for a night watch or custodian for security purposes. Currently though, a night watch or custodian dwelling is not a permitted or conditional use in the Industrial Zone in the Land Development Code.

On April 18, 2022, during the regularly scheduled City Council meeting, Council directed staff to add a maximum square footage for the one dwelling unit allowed. Based on the maximum size of an Accessory Dwelling Unit currently in the Land Development Code which also makes sense for this land use, Staff added a maximum of 1,220 square feet for the night watch or custodial dwelling.

II. DISCUSSION: The proposed Ordinance 22-06-LC will complete the intent of the Comprehensive Plan Policy 1-2.5.1 by adding “Custodian or night watchman dwelling” as a permitted use in the Industrial Zone. The Ordinance also establishes a maximum size for the allowed dwelling at no larger than 1,200 square feet. Staff presented this item to the Local Planning Agency on April 28, 2022. Staff will update the Council on the recommendation from the LPA at the Council meeting on May 2, 2022.

A. Link to Strategic Goals / Objectives: #5. Economic development and revitalization

B. Effect on Budget (EOB): Not applicable

C. **Level of Service (LOS)**: Not applicable

III. CONCLUSION: By approving Ordinance 22-06-LC the City will close a gap in compliance with the Comprehensive Plan. It will also allow Industrial Property owners the ability to include one dwelling for a custodian or night watch, adding a level of security to their property, further protecting their investment(s).

IV. RECOMMENDED MOTION: I move City Council approve Ordinance 22-06-LC on First Reading, as presented.

Attachments:

1. Night Watchman Ordinance

ORDINANCE NO. 22-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA CHANGING THE LIST OF PERMITTED USES IN THE INDUSTRIAL ZONING DISTRICT TO ALLOW ONE CUSTODIAN OR NIGHT WATCHMAN DWELLING PER INDUSTRIAL SITE; AMENDING TABLE 7-2 “TABLE OF ALLOWABLE USES”; ESTABLISHING A MAXIMUM SQUARE FOOTAGE FOR CUSTODIAN OR NIGHT WATCHMAN DWELLING IN THE INDUSTRIAL ZONING DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Policy 1-2.5.1 of the Comprehensive Plan provides:

Policy 1-2.5.1: Industrial (IN). The Industrial (IN) designation is designed to accommodate arrangements of industrial and limited commercial development types, with the intent to promote natural resource enhancement and to promote open spaces around buildings. Density is not provided within this FLUM designation, and therefore, residential uses are prohibited, including short-term residential uses. This provision shall not prohibit residences for night watchmen or custodians whose presence on industrial sites is necessary for security purposes. . . ; and

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should allow one custodian or night watchman residence on sites located in the Industrial zoning district in order to obtain consistency with the City’s Comprehensive Plan; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

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

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE TABLE 7-2:

Table 7-2: Table of Allowable Uses contains all of the allowed uses within the City and in what zoning districts those uses are allowed. Uses not listed as permitted, conditional, or accessory uses in Table 7-2 are prohibited uses. The North American Industry Classification System (NAICS), 2002 Edition shall be used to provide definitions of each use or use groupings listed in Table 7-2. All sub-uses listed under a use in the NAICS, which use is permitted in the zoning designation in question, shall be considered as a permitted use.

	TABLE 7-2: TABLE OF ALLOWABLE USES																														
	B E	L D R- V	L D R- HI	L D R- H	M D R- V	M D R- HI	H D R	C B N	C L	C G	C T S	R O I- G D	R O I- T D	R O I- V R	R O I- C B R	C B R	T C M U	C M U	C M U	C M U - V	S H M U	N H M U	G R M U	H I M U	B R M U	I N	A S T	I N	R E C	C O N	
Custodian or night- watchman dwelling											P																P (21)				
	Footnotes																														
	P = Permitted Use, C = Conditional Use, and A = Accessory Use																														
	1 Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out																														

	separately from the main residence and (refer to section 7.12.04.M).
	² May accommodate shopping centers with grocery stores, drug store/pharmacy, specialty shops, and similar tenants with no single business entity having more than 60,000 sq. ft.
	³ Is allowed but must be integrated in a planned unit development designed to support the surrounding residential neighborhoods.
	⁴ Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the Crystal Beach resort area.
	⁵ Only allowed on properties that have direct or secondary access to Harbor Boulevard.
	⁶ Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the adjacent "Old Destin" area.
	⁷ Must meet minimum distance separation requirements, see section 7.16.00 of the Land Development Code.
	⁸ Must meet minimum distance separation requirements, refer to the definition of the use in question in article 3 of the Land Development Code.
	⁹ Office space associated with this use shall not exceed 25 percent of the total square footage of the building.
	¹⁰ Zoos are only allowed in the Industrial zoning district.
	¹¹ Passive recreation includes the following as accessory uses: beach accessways, such as dune walkovers, parking lots, docks, and restroom facilities.
	¹² Commercial transient living accommodations.
	¹³ Used merchandise stores are restricted to only those that are classified as a nonprofit business.
	¹⁴ Can only provide said services free of charge, refer to section 7.09.02B(11) for further information.
	¹⁵ Telecommunication towers are an allowable use in this zoning district subject to a hierarchy of eligibility per Section 7.19.04.A.

	¹⁶ Refer to Section 7.09.02(B)12 for further information.
	¹⁷ Reserved.
	¹⁸ Land Use 7132 Gambling Industries and 72112 Casino Hotels shall be prohibited in all districts.
	¹⁹ No sexually oriented business shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330' south of the southern right-of-way boundary of Airport Road or within 330' east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way of Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the Sexually Oriented Business is proposed to be located.
	²⁰ No Medical Marijuana Dispensary shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330' south of the southern right-of-way boundary of Airport Road or within 330' east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way or Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the Medical Marijuana Dispensary is proposed to be located. Cultivating or processing Medical Marijuana shall be prohibited within the City.
	<u>²¹ Only one custodian or night watchman residence is permitted per industrial site with a maximum size of 1,200 square feet.</u>

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2022.

By: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 2, 2022**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.C.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney**DATE:** April 24, 2022**SUBJECT:** First reading of Ordinance 22-08-CN, which provides for extension of Ordinance 21-23-CN (Temporary Moratorium on Livery Vessel Permits), extending the temporary moratorium until December 31, 2022, and directing staff to develop recommendations for regulation of livery vessels

I. BACKGROUND: On February 21, 2017, the City Council passed an ordinance establishing a process for the permitting of livery vessels, as subsequently amended on March 20, 2017. At that time, the City Council heard concerns that (1) overcrowding in the Destin Harbor is disproportionately affected by the proliferation of livery vessels, which contribute to a high number of inexperienced and ineffective livery vessel operators, thereby increasing the danger to the public health, safety and welfare; and (2) the proliferation of livery vessel rentals contributes to the deterioration of water quality in and around Destin.

On April 15, 2019, the City Council passed Ordinance 19-08-CN and commenced a temporary moratorium on livery vessel permitting in order to study the impacts of livery vessel businesses on the City waterways, particularly, the Destin Harbor. Ordinance 19-08-CN was set to expire on November 1, 2019, but was subsequently extended by the City Council for the purpose of enabling studies of the Harbor waters.

On September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Capacity Study. Additionally, the City Council directed a 12-month extension of the existing moratorium on livery vessel permitting, providing for a new extension date of November 1, 2020. The Army Corps experienced unanticipated delays in performing the work for the City due to the COVID-19 pandemic. On November 16, 2020, the City Council passed Ordinance 20-33-CN, extending the temporary moratorium on livery vessel permits until November 1, 2021. Then on November 15, 2021, the City

Council passed Ordinance 21-23-CN which extended the Livery Moratorium another six-months, into calendar year 2022.

II. DISCUSSION: At this time, staff is recommending a six-month extension of the moratorium because it anticipates that it will receive at least some results of the ongoing Harbor Capacity Study from the Army Corps of Engineers by that time. Staff is further advising the City Council that in six months, the Council may need to consider an additional extension if additional information received from the Army Corps of Engineers is required. Staff anticipates that information obtained via the Harbor Capacity Study will flow in to the City throughout the next 6 to 12 months and is providing the six-month extension recommendation to Council to allow the City Council to continue the moratorium for as short a time frame as possible as information comes in to the City.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of Ordinance 22-08-CN on first reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-??-CN.

Attachments:

1. Ordinance 22-08-CN - Livery Vessel Moratorium Extension

ORDINANCE 22-08-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR EXTENSION OF ORDINANCE 21-23-CN (TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS); EXTENDING THE TEMPORARY MORATORIUM UNTIL DECEMBER 31, 2022; DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin City Council approved ordinance number 17-02-CC on Second Reading at its regular meeting on February 21, 2017, creating Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the City of Destin City Council adopted ordinance number 17-07-CC on Second Reading at its regular meeting on March 20, 2017, which amended Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the waterways adjacent to the landward municipal limits of the City of Destin, particularly Destin Harbor, are severely overcrowded resulting in a dangerous congestion of Vessels; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the above-described congestion by renting livery vessels to an abnormally high number of inexperienced and ineffective Livery Vessel operators, which severely increases the danger to the public's health, safety, and welfare; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the deterioration of water quality in the waterways of the City of Destin and the waterways immediately adjacent to the City of Destin; and

WHEREAS, the City of Destin City Council has determined that the above-recited facts have resulted in significant danger to the health, safety, and welfare of the public; and

WHEREAS, the City Council has directed City staff to procure a qualified expert capable of performing a study and producing a report quantifying the uses, congestion, overcrowding, and resulting water quality of Destin Harbor and other waterways adjacent to the City of Destin; and

WHEREAS, on September 16, 2019, the City Council passed Resolution 19-21,

authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Carrying Capacity Study and directing a 12 month extension of Ordinance 19-08-CN (the existing temporary moratorium on livery vessel permits); and

WHEREAS, on November 16, 2020, the City Council passed Ordinance 20-33-CN, which extended the existing temporary moratorium on livery vessel permits until November 1, 2021; and

WHEREAS, on November 15, 2021, the City Council passed Ordinance 21-23-CN, which extended the existing temporary moratorium on livery vessel permits until May 16, 2022; and

WHEREAS, the City Council anticipates that it will receive information derived from the Harbor Carrying Capacity Study within 6 months; and

WHEREAS, the City Council therefore desires to extend the existing moratorium by an additional six months, with the understanding that it will re-evaluate whether the moratorium requires an additional extension prior to expiration of the moratorium; and

WHEREAS, the City of Destin currently lacks adequate regulations to reduce, mitigate, or eliminate the adverse effects of a proliferation of Livery Vessels in the Destin Harbor and other waterways adjacent to the City of Destin.

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

*NOTE: Language in Sections 2 through 16 of this ordinance that is ~~struckthrough~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struckthrough~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 1. FINDINGS. The above stated findings are hereby adopted.

SECTION 2. PURPOSE. Despite the City of Destin's reasonable efforts to control the number of Livery Vessels in the waterways adjacent to the municipal limits of the City of Destin through a permitting structure described in ordinance number 17-07-CC, an inordinately high number of Livery Vessels originating from the City of Destin remain in these adjacent waterways and pose a heightened risk to the public's health, safety, and welfare when compared to vessels that are not Livery Vessels. Without further regulation preventing the increased proliferation of Livery Vessels, the risk to the public's health, safety, and welfare will continue to increase. The moratorium described herein is meant to ensure that the risk to the public's health, safety, and welfare is not further exacerbated by the increased proliferation of Livery Vessels.

SECTION 3. DEFINITIONS. For the purpose of this ordinance, "substantial hardship" means a demonstrable, direct, financial detriment in excess of \$10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC. All other terms used herein shall have the same meanings as described in 13-141, City of Destin Code of Ordinances.

SECTION 4. TEMPORARY MORATORIUM.

- (a) There is hereby enacted a Temporary Moratorium on the permitting and operation of all Livery Vessels originating from within the municipal limits of the City of Destin and adjacent waterways. A Vendor shall not be issued a Permit unless the Vendor provides proof that the number of Livery Vessels for which the Vendor seeks permit(s) is equal to or less than the number of permits that the City of Destin issued to the Vendor in the previous year ending December 31, 2018 except as provided herein.
- (b) The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels in excess of the number authorized by Section 4(a), of this Ordinance, unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

SECTION 5. DIRECTION TO STAFF. City staff is directed to evaluate and develop such recommendations, as staff may deem appropriate, for adoption of appropriate regulations that consider, among other things, aesthetics, socioeconomic impact, quality of life for the public, tourism, and community character issues including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the waterways adjacent to the City of Destin.

SECTION 6. EXPIRATION OF MORATORIUM. Unless extended by amendment of this Ordinance, this Temporary Moratorium shall expire on December 31, 2022. ~~May 16, 2022.~~

SECTION 7. SEVERABILITY. If any section, phrase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

(Signatures Follow on Next Page)

ADOPTED THIS 16th DAY OF MAY, 2022.

By: _____
Gary Jarvis, Mayor

ATTEST:

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

Kimberly Romano Kopp
City Land Use Attorney

Rey Bailey, City Clerk

Destin City Council

April 18, 2022





In-Destination Effort Plan

Ads in the Sand, Golf Cart Rides, Popsicles and Storefronts



Little Adventures takeover of Mid-Bay Bridge Toll

DESTIN
FORT
WALTON
BEACH
FLORIDA



Little Adventures map

FRONT



BACK



Water Safety Campaign

BEACH AND WATER SAFETY DESTIN FORT WALTON BEACH FLORIDA



FLAG WARNING SYSTEM

-  **Water closed**
Swimming is prohibited
-  **High hazard**
Breakers close to shore
-  **Moderate surf/currents**
-  **Calm conditions**
-  **Dangerous marine life**

Meaning of flags does not always refer to water. Swim at your own risk.

BEACH RULES

-  Leave no trace
-  No fires on the beach
-  No dogs
-  No fireworks
-  Camping prohibited
-  Keep off dunes



RIP CURRENT
A rip current is a powerful channel of water flowing away from shore.



RIP CURRENT

If caught in a rip current, do not swim against it.
Swim parallel to the shore

Swim out of the current then swim at an angle or towards the shore.

If you can't escape, float or calmly tread water.

Face the shore, *stay calm*, wave your arms and yell for help.

Scan me!



DESTIN FORT WALTON BEACH
FLORIDA
DestinFortWalton.com



Trash cans



BEACH

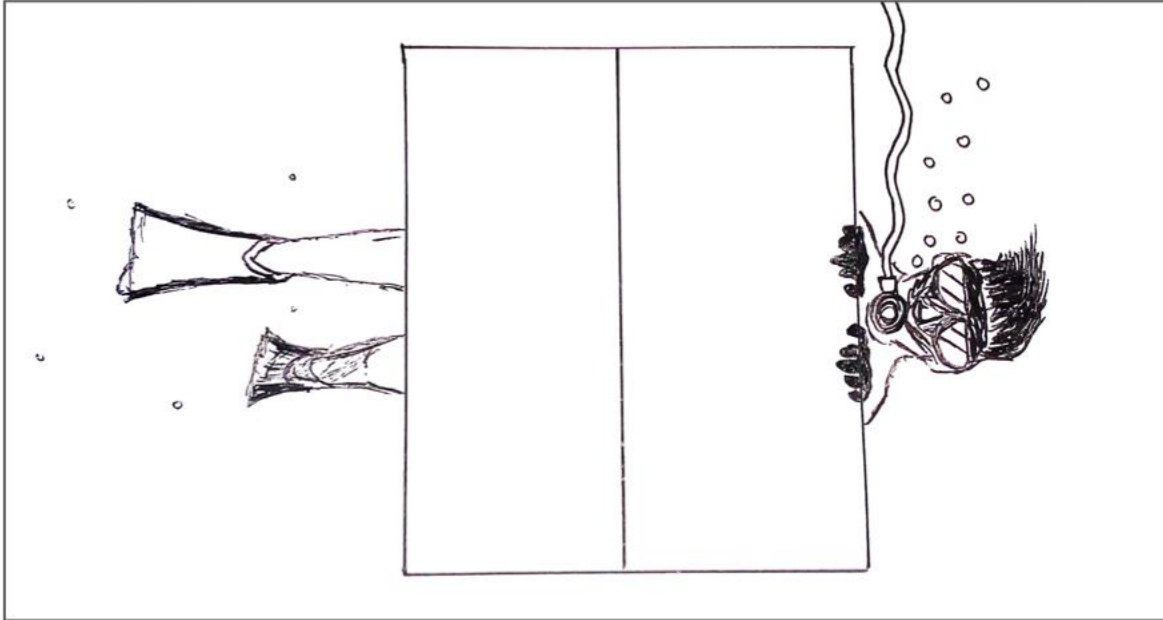
Adventure is close signage

Idea: Show families that they are never far from adventure with permanent signage.

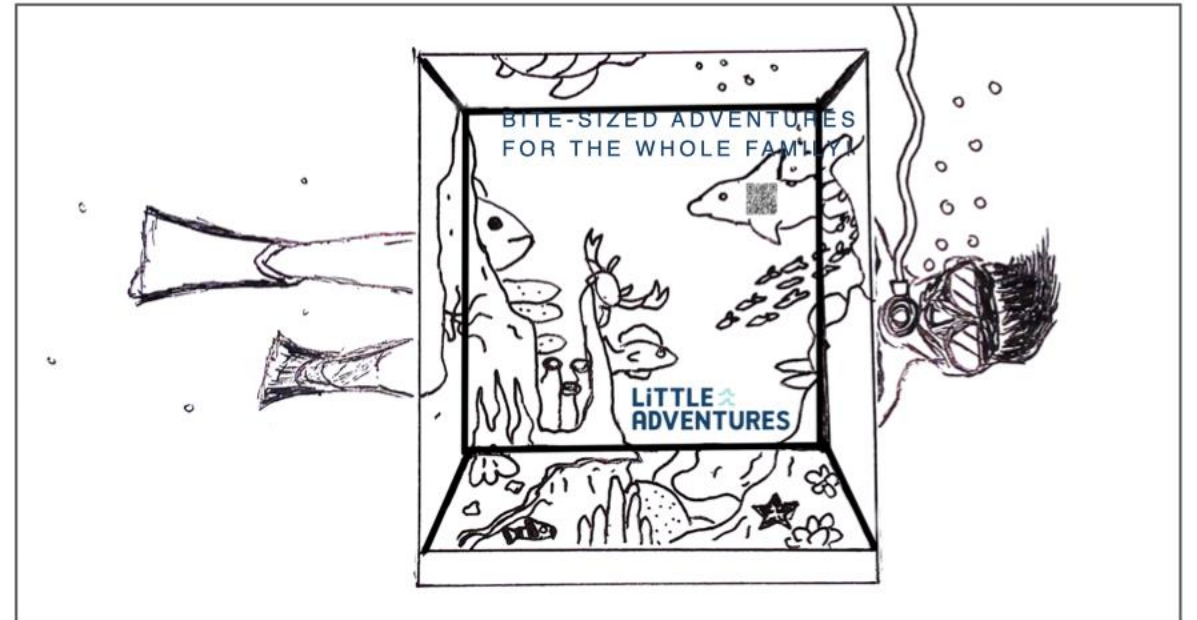


Condo Elevator Takeovers

EXTERIOR



INTERIOR



DESTIN COMMONS

Adventure crosswalks

Idea: Little Adventure “Crosswalks” between store blocks in Destin Commons.

Copy: Ready to try the real thing? Scan to book your next Little Adventure!





Destination Stewardship



PERSONAL JOURNEY

**INTEGRATING YOUR WATER
CULTURE IN FUN WAYS**

**INTERCONNECTED HUB OF
BOTH INFORMATION AND
PEOPLE**

**ONLINE CALENDAR FOR
LOCALS TO ENJOY**



HEATHER



XIOMY



GIANNI



CARRIE



ABBY



CHELSEA



STEPHANIE

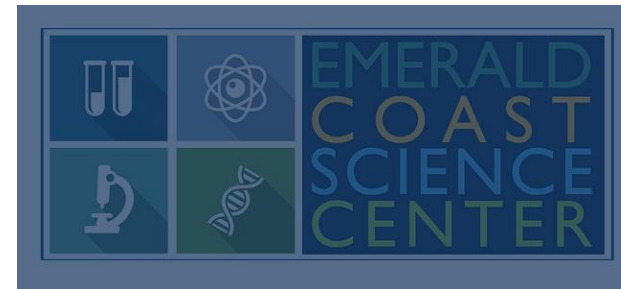
“WE WILL BE RETURNING NEXT YEAR AND WILL CONTACT THE WEBSITE TO FIND OUT EVERYTHING YOU’RE OFFERING BECAUSE EXPERIENCES WITH LITTLE ADVENTURES WAS THE BEST PART OF OUR TRIP.”

Adventure Packs





Hey Baby Charters



SMILE N' WAVE
Sailing Charter & Tours in Destin, Florida





Destination Stewardship



A diver in a blue wetsuit and mask is underwater, holding a white bucket containing a lionfish. The diver is also holding a yellow pole and a pair of pliers. The background shows a coral reef and some seaweed. The text "Emerald Coast Open Artificial Reefs FAD's Restoration" is overlaid on the right side of the image.

Emerald Coast Open Artificial Reefs FAD's Restoration

Thank you.



RESOLUTION 15-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; PROVIDING FOR MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE; PROVIDING FOR MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY; PROVIDING FOR MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS; PROVIDING FOR REPEALER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of establishing the maximum fees for towing of vehicles and vessels from private property and storage of vehicles and vessels; and

WHEREAS, the City of Destin is desirous of establishing the maximum fees for the immobilization of vehicles on private property; and

WHEREAS, the City of Destin is desirous of establishing the maximum service rates for non-consensual towing services provided within the City of Destin city limits; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Destin, Florida that:

SECTION 1. AUTHORITY. The Authority for enactment of this Resolution is Section 166.021, section 166.043 Florida Statutes, and Section 1.01(b) and Sections 19.5-106, 19.5-116, 19.5-119, Code of Ordinances.

SECTION 2. MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE. The maximum towing and storage fees, for private property towing and storage shall be as follows:

Towing Fees: Class A vehicles: Not more than \$125 per vehicle
Class B vehicles: Not more than \$200 per vehicle
Class C Vehicles: Not more than \$300 per vehicle

Storage Fees, first 6 hours: No charge

Storage Fees, each day, or portion thereof, after first 6 hours: \$25 per day

Administrative fee, for vehicles stored longer than 48 hours: \$60

Note: Violation of any maximum towing and storage fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 3. MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY. The maximum remobilization fees, for the immobilization of vehicles on private property shall be as follows:

Class A, B, or C vehicles: Not more than \$25 per vehicle. No additional fee shall be charged for removal of the immobilization device.

Note: Violation of these remobilization fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 4. MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS.

The maximum rates for non-consensual wrecker and towing services for Class A wreckers (including roll-back or slide-back carriers) are as follows:

Base Rate	\$150.00
Mileage Rate	\$5.00 for every additional mile after the first 10 miles
Hourly Rate	\$120.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	\$75.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	\$50.00 per day
Administrative fee for vehicles stored longer than 48 hours	\$80.00

The maximum rates for non-consensual wrecker and towing services for Class B wreckers are as follows:

Base Rate	\$175.00
Mileage Rate	\$5.00 for every additional mile after the first 10 miles
Hourly Rate	\$120.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	\$80.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	\$50.00 per day

The maximum rates for non-consensual wrecker and towing services for Class C wreckers are as follows:

Base Rate	\$300.00
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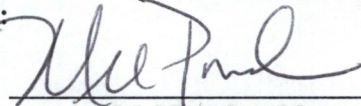
Mileage Rate	\$8.00 for every additional mile after the first 10 miles
Hourly Rate	\$190.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	\$90.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	\$70.00 per day

SECTION 5. REPEALER CLAUSE. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon adoption of the City Council.

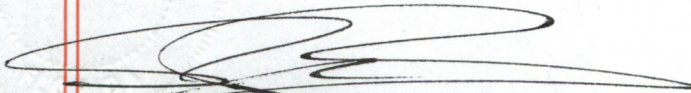
ADOPTED THIS 2ND DAY OF FEBRUARY 2015

By:



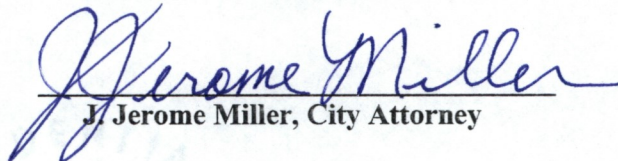
Mel Ponder, Mayor

ATTEST:



Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency.



J. Jerome Miller, City Attorney